



# Small Charity Connect Insurance Policy





**Small Charity Connect** is especially designed for the smaller or newly set-up registered and recognised charities, organisations holding charitable status, charitable incorporated organisations (CIO), community interest companies (CIC), voluntary, not-for-profit organisations and social enterprises, that do not undertake work or visits abroad.

# Small Charity Connect

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

Your policy wording, including the schedule is the evidence of the legal contract for this insurance. You should read the policy and check your details in the schedule carefully. The schedule is normally reissued each time there is a change in the policy details or in the policy cover. Please contact your insurance advisor or us immediately if the policy or the schedule does not meet your insurance needs or contains any mistakes.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure for full details.

Underwritten by Ecclesiastical Insurance Office plc

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## Making A Claim

ANY CLAIMS APART FROM GLASS OR LEGAL EXPENSES

Phone: 0345 606 0431 (our dedicated 24 hour claims number)

Email: [ansvar.claims@ansvar.co.uk](mailto:ansvar.claims@ansvar.co.uk)

Online: [www.ansvar.co.uk](http://www.ansvar.co.uk)

Fax: 01323 739355

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

### GLASS

Phone Glassolutions: 0800 47 47 47

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

### LEGAL EXPENSES

Phone DAS: 0345 850 8946 quoting reference TS5/6812409

Email: [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

Write to: Claims Department, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

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

### CONTENTS AND ALL RISKS

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

### LIABILITY (CLAIM BEING MADE AGAINST YOU)

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

### MONEY

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

### SALVAGE

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

### THEFT, LOSS AND MALICIOUS DAMAGE

- Tell the police immediately if property is stolen or maliciously damaged and obtain a crime reference number. If a valuable item is lost, you should still contact the police in case your property has been handed in. You must take all reasonable steps to prevent any further loss.

## Helpline Services

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

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

Phone DAS: 0345 850 8946 quoting reference TS5/6812409

### EUROLAW COMMERCIAL LEGAL ADVICE

DAS will give the Insured confidential legal advice over the phone on any commercial legal problem affecting the Insured, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible they will arrange a call back at a suitable time.

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

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

### TAX ADVICE

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

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call the insured back.

COUNSELLING (these calls are not recorded)

Phone DAS: 0345 850 8947

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

### THE EMPLOYMENT MANUAL

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law.

To view it, please visit the DAS website at [www.das.co.uk](http://www.das.co.uk). From the Home Page click on the Employment Manual icon.

All the sections of this web-based document can be printed off for your own use.

Contact DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with your email address, quoting the reference and DAS will contact you by email to inform you of future updates to the information.

### PUBLIC RELATIONS (PR) CRISIS & MEDIA ASSISTANCE HELPLINE SERVICE

- A dedicated PR crisis helpline (24 hours a day, seven days a week during the period of insurance).
- Specific PR legal advice to complement cover under the Legal Expenses section if operative under your policy.

NOTE: DAS Legal Expenses Insurance Company Limited have confirmed that PR legal advice received prior to discussion with them will not invalidate any insured claim.

A PR crisis could be defined as:

"Any incident which has the potential to negatively challenge and affect the public or stakeholders confidence in an organisation and interfere with its ability to continue operating normally".

Such incidents are likely to involve members of the public, clients or staff where a loss of life or a major threat to safety or the environment has occurred, or instances where there is an impact on general safety and/or travel arrangements.

Media types:

Broadcast - Television and radio

Online - Social media sites such as Twitter and Facebook

Print - National newspapers and regional press.

Phone: 0345 600 1861 quoting your policy number

NOTE: If you require more than helpline advice, then you will need to separately agree terms with the supplier and be responsible for any costs incurred.

## Data Protection Act

We hold data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services for this policy. Full details about how Ansvr hold and use your data can be found in our privacy policy available on our website [www.ansvar.co.uk](http://www.ansvar.co.uk)

## The Financial Services Compensation Scheme (FSCS)

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

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service.

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

You can write to:

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

Visit the website: [www.fscs.org.uk](http://www.fscs.org.uk)

Phone FSCS helpline: 0207 741 4100 or 0800 678 1100

## Fraud Prevention

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

For further information please refer to our privacy policy available on our website [www.ansvar.co.uk](http://www.ansvar.co.uk)

## Complaints Procedure

If you have any reason to complain about the advice or services you have received, please contact us as soon as possible. You can complain in writing or verbally at any time to:

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

Phone Ansvr Insurance: 0345 60 20 999 or 01323 737541

Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk)

### OUR PROMISE TO YOU

We will aim to resolve your complaint within one business day.

If this is not possible:

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

Financial Ombudsman Service (FOS)  
Exchange Tower, London, E14 9SR

Phone FOS: 0800 023 4567 free if phoning from a 'fixed' line (for example a land line at home), or  
0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

## Useful Addresses

<p>ANSVAR INSURANCE Ansva House, St Leonards Road Eastbourne, East Sussex, BN21 3UR</p> <p><a href="http://www.ansvar.co.uk">www.ansvar.co.uk</a></p>	<p>ASSOCIATION OF BRITISH INSURERS Consumer Information Department 51 Gresham Street, London, EC2V 7HQ</p> <p><a href="http://www.abi.org.uk">www.abi.org.uk</a></p>	<p>DAS LEGAL EXPENSES INSURANCE CO. LTD DAS House, Quay Side Temple Back, Bristol, BS1 6NH</p> <p><a href="http://www.das.co.uk">www.das.co.uk</a></p>
<p>FINANCIAL OMBUDSMAN SERVICE Exchange Tower London, E14 9SR</p> <p><a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a></p>	<p>FINANCIAL CONDUCT AUTHORITY (To protect and enhance consumer confidence in the UK financial system)</p> <p>25 The North Colonnade Canary Wharf, London, E14 5HS</p> <p><a href="http://www.fca.org.uk/">www.fca.org.uk/</a></p>	<p>PRUDENTIAL REGULATION AUTHORITY (To promote safety and soundness of regulated firms and, in respect of insurers, secure the appropriate degree of protection for policyholders)</p> <p>Bank of England, Threadneedle Street, London, EC2R 8AH</p> <p><a href="http://www.bankofengland.co.uk/pr/">www.bankofengland.co.uk/pr/</a></p>
<p>FINANCIAL SERVICES COMPENSATION SCHEME 10th Floor, Beaufort House 15 St Botolph Street, London, EC3A 7QU</p> <p><a href="http://www.fscs.org.uk">www.fscs.org.uk</a></p>	<p>DAS LAW LTD North Quay, Temple Back, Bristol, BS1 6FL</p> <p><a href="http://www.daslaw.co.ukk">www.daslaw.co.ukk</a></p>	

# FORM No. F.A. 51 (1215)

## Small Charity Connect Policy Wording

This policy, its schedule, any endorsements and certificates are to be read together as one document. Words or phrases in **bold italics** have the particular meanings stated within the policy Definitions list.

**You** agree that the information provided to **us** for this insurance is, and will continue to be, a fair presentation of the risks **we** are accepting or may accept during the lifetime of the policy.

**We** will insure **you** as detailed in the policy's schedule, subject to the terms and conditions of the policy, during the **period of insurance** shown in the schedule, provided that **you** pay the premium and **we** accept the premium.

This policy (other than the Legal Expenses section) shall be governed by and construed in accordance with the law of England and Wales unless **your** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law.

**We** will communicate with **you** in English at all times.

The policy includes:

- a) general exclusions and conditions. These apply to each and every section of the policy unless stated otherwise. The following general conditions are of particular importance and explain about:
  - Cancellation – when **you** or **we** could cancel the policy
  - Misrepresentation – what happens if **you** misrepresent the risk to **us** or fail to disclose information
  - Fraud – the consequences of making a fraudulent **claim**
  - Alteration of risk – what **you** must do if the risk changes and the consequences if **you** fail to tell **us**.
- b) special requirements. These are aimed at reducing the risk of loss, **damage** or liability. **We** will not pay a **claim** (unless **we** say otherwise) if **your** failure to keep to a special requirement causes or increases a loss.

## Definitions

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

<b>abuse</b>	<ol style="list-style-type: none"><li>a) physical or psychological abuse, or</li><li>b) the intentional inappropriate administration or non-administration of any drug, medicine or substance, or</li><li>c) conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind, or</li><li>d) repeated or continuing threatening, abusive or insulting words or behaviour</li></ol>
<b>appointed representative</b>	the <b>preferred law firm or tax consultancy</b> , law firm, accountant or other suitably qualified person who has been appointed to act for an <b>insured person</b> in accordance with the terms of the Legal Expenses section to this policy
<b>asbestos</b>	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
<b>bodily injury</b>	death, illness, injury or disease
<b>buildings</b>	the buildings, or parts of the buildings, at the <b>premises</b> which are occupied by <b>you</b> for <b>your activities</b>
<b>charitable body</b>	<ol style="list-style-type: none"><li>a) applicable to the Trustees and Directors Indemnity section only the <b>charity</b> named as the person(s), church, company or organisation stated in the schedule as the <b>policyholder</b> and any of their wholly or majority owned subsidiary companies</li><li>b) applicable to all sections other than the Trustees and Directors Indemnity section the <b>charity</b> named as the person(s), church, company, or organisation stated in the schedule as the <b>policyholder</b></li></ol>
<b>charity</b>	<ul style="list-style-type: none"><li>• a registered or recognised charity or organisation holding charitable status</li><li>• a volunteer organisation</li><li>• a not-for-profit company</li><li>• a company limited by guarantee</li><li>• a Charitable Incorporated Organisation (CIO)</li><li>• a Community Interest Company (CIC)</li><li>• a social enterprise</li></ul> the purposes and objectives for which are recognised as charitable in law and are for the public benefit



## Definitions

<b>claim</b>	applicable to all sections other than Legal Expenses <b>your</b> request to <b>us</b> for indemnity, reimbursement or benefit under the terms of this policy, provided that a claim includes a single loss or series of losses arising from one event consequent on or attributable to one source or original cause
<b>claim made</b>	<ul style="list-style-type: none"> <li>any <b>claim</b> notified to <b>us</b>, or</li> <li>any circumstances which may give rise to a <b>claim</b> that <b>you</b> discover and notify to <b>us</b> during the <b>period of insurance</b></li> </ul>
<b>computer equipment</b>	all computer equipment which is used for electronic processing, communication and storage of electronic data, including all ancillary equipment, environmental or voltage control systems, power supply and wiring
<b>Contents</b>	furniture, fixtures, fittings, tenants improvements, plant, machinery, appliances, <b>documents</b> , computers, electronic equipment, electronic data and all other contents, all used in connection with <b>your activities</b> and belonging to <b>you</b> or for which <b>you</b> are responsible
	<p>The following are not included as <b>contents</b>:</p> <ol style="list-style-type: none"> <li>landlords fixtures and fittings</li> <li>property more specifically insured</li> <li>clothing and personal effects</li> <li><b>money</b>, credit or debit cards</li> <li>securities and financial instruments of any description whether negotiable or non-negotiable</li> <li>watercraft (unless non-mechanically propelled and under 9 metres in length), aircraft, hovercraft, motor vehicles (other than power assisted wheelchairs or domestic gardening equipment), horse boxes, trailers, trailer tents, caravans, or any of the parts or accessories that belong to any of them</li> <li>pets, livestock or other animals</li> <li><b>stock</b></li> <li>any property owned by or the responsibility of individual <b>insured persons</b> in his/her/their own private capacity and not used in connection with <b>your activities</b>.</li> </ol>
	<p>SPECIAL NOTE (not forming part of the policy)</p> <ol style="list-style-type: none"> <li>Cover is provided for contents for which you are responsible. This cover does not provide for contents belonging to hirers, tenants or other occupiers of the premises who must arrange separate insurance in their own name if they require cover for their property.</li> </ol>
<b>costs and expenses</b>	<ol style="list-style-type: none"> <li>applicable to Legal Expenses only <ol style="list-style-type: none"> <li>all reasonable and necessary costs chargeable by the <b>appointed representative</b> and agreed by <b>DAS</b> in accordance with the <b>DAS Standard Terms of Appointment</b></li> <li>the costs incurred by opponents in civil cases if the <b>insured person</b> has been ordered to pay them or the <b>insured person</b> pays them with the agreement of <b>DAS</b></li> </ol> </li> <li>applicable to all sections other than Legal Expenses <ol style="list-style-type: none"> <li>legal costs and expenses recoverable from <b>you</b> by any claimant</li> <li>defence costs and expenses incurred with <b>our</b> written consent</li> </ol> </li> </ol>
<b>countries covered</b>	<p>applicable to Legal Expenses section only</p> <ol style="list-style-type: none"> <li>for <b>insured incidents</b> 1 Legal Defence (excluding 1.e)) and 5 Personal Injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey</li> <li>for all other <b>insured incidents</b>: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands</li> </ol>
<b>damage/damaged</b>	physical loss, destruction or damage
<b>DAS</b>	DAS Legal Expenses Insurance Company Limited
<b>DAS Standard Terms of Appointment</b>	the terms and conditions (including the amount <b>we</b> will pay to an <b>appointed representative</b> ) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee)

## Definitions

<b>date of occurrence</b>	<p>the date of occurrence for:</p> <ul style="list-style-type: none"> <li>• civil cases (other than under <b>insured incident</b> - 6 Tax Protection), is the date of the event that leads to a claim. If there is more than one event arising at different times for the same originating cause the <b>date of occurrence</b> is the date of the first of these events</li> <li>• criminal cases, is when the <b>insured person</b> began or is alleged to have begun to break the law</li> <li>• <b>insured incident</b> 1.e) – Legal defence (Statutory Notice Appeals), is the date when the <b>insured person</b> is issued with the relevant notice and has the right to appeal</li> <li>• <b>insured incident</b> 6.a) – a tax enquiry, is the date when HM Revenue &amp; Customs or relevant authority, first notifies the <b>insured</b> of its intention to carry out an enquiry</li> <li>• <b>insured incident</b> 6.b) – a Charity Commission enquiry, is the date the <b>insured</b> receives notification from the Charity Commission that they are to conduct an investigation</li> <li>• <b>insured incident</b> 6.c) – an employer compliance dispute or <b>insured incident</b> 6.d) – a VAT dispute, is the date the dispute arises during the <b>period of insurance</b></li> </ul>
<b>defamation</b>	defamation, libel, slander and slander of title to goods
<b>denial of service attack</b>	any actions or instructions construed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks
<b>document(s)</b>	<p>a) applicable to the Trustees and Directors Indemnity section only: any printed, written or digitally produced deed, will, certificate, plan, book, letter, agreement or document of any type which relates to the <b>charitable body</b>, provided that the following are not included in this definition: - any bearer bond, coupon, bank or currency note or other negotiable instrument</p> <p>b) applicable to all sections other than Trustees and Directors Indemnity: documents, records, ledgers, books, manuscripts, plans and designs but not electronic data</p>
<b>employee</b>	<p>a) applicable to all sections any person:</p> <ul style="list-style-type: none"> <li>• under a contract of service or apprenticeship with <b>you</b></li> <li>• who is hired to, supplied to or borrowed by <b>you</b></li> <li>• engaged under a work experience or similar scheme</li> <li>• helping as an authorised volunteer</li> <li>• who is a <b>trustee or director</b> of <b>yours</b></li> </ul> <p>while under <b>your</b> direct control and supervision and working for <b>you</b> in connection with <b>your activities</b></p> <p>b) applicable to Public and Products Liability, Employers Liability and Professional Indemnity sections only as in a) above and any:</p> <ul style="list-style-type: none"> <li>• labour only sub-contractor or anyone employed by them</li> <li>• self-employed person</li> </ul> <p>while under <b>your</b> direct control and supervision and working for <b>you</b> in connection with <b>your activities</b></p>
<b>environmental defence costs</b>	legal costs and expenses reasonably incurred in obtaining advice and representation in the defence of any criminal proceedings which are initiated during the <b>period of insurance</b> in respect of any actual, alleged or threatened pollution, contamination or seepage of any kind
<b>excess</b>	the first amount of each and every agreed <b>claim</b> that <b>you</b> will be asked to pay
<b>extra expenses</b>	<p>expenditure necessarily and reasonably incurred by <b>you</b> in order to minimise the interruption or interference with <b>your activities</b>, including the cost of:</p> <ul style="list-style-type: none"> <li>• removal to and from temporary premises and fitting up for <b>your</b> use</li> <li>• the additional rent, rates and taxes for these temporary premises</li> <li>• salaries of additional <b>employees</b> and overtime payments</li> <li>• reproducing <b>documents</b> or electronic data not covered under the Contents section but not the value to <b>you</b> of the <b>documents</b> or electronic data nor the materials on which the information is held</li> </ul>
<b>fixed glass</b>	<p>fixed:</p> <ul style="list-style-type: none"> <li>• plain plate or sheet glass</li> <li>• glass other than above, including toughened, armoured, laminated, wired, curved, leaded, engraved, stained, or coloured glass</li> <li>• plain non-glass glazing materials in windows or protecting glass in windows</li> </ul>

## Definitions

<b>fraudulent or dishonest act</b>	any act or all acts of fraud or dishonesty committed by any <b>employee</b> or <b>employees</b> acting alone or in collusion with others, with the intention of making an improper personal financial gain, resulting in a financial loss to the <b>charitable body</b>
<b>hacking</b>	unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether <b>your</b> property or not
<b>heave</b>	upward movement of the ground beneath <b>buildings</b> as a result of the soil expanding
<b>income</b>	the amount paid or payable to <b>you</b> for goods sold and delivered, collections, donations, gifts, grants or funding, fund-raising activities and for other services rendered in the course of <b>your activities</b> less the cost of any goods purchased
<b>indemnity period</b>	the period beginning with the <b>damage</b> or occurrence and ending not later than the expiry of the <b>maximum indemnity period</b> during which the results of <b>your activities</b> are affected because of the <b>damage</b> or occurrence
<b>insured incident</b>	as specified under WHAT IS COVERED within the Legal Expenses section
<b>insured person</b>	<ol style="list-style-type: none"> <li>the <b>insured</b> and the directors, trustees, partners, managers, officers and workers of the <b>insured</b></li> <li>the estates heirs, legal representatives or assigns of any person mentioned in a) above in the event of such person dying</li> <li>a person contracted to perform work for the <b>insured</b> who is in other respects insured by the <b>insured</b> on the same basis as the <b>insured's employees</b> and performs work under supervision and direction of the <b>insured</b></li> </ol>
<b>landslip</b>	downward movement of sloping ground
<b>maximum indemnity period</b>	the consecutive period of months shown in the schedule
<b>medical malpractice</b>	any actual or alleged negligent act, error or omission in rendering or failing to render medical professional treatment or services which results in <b>bodily injury</b>
<b>mobility equipment</b>	<b>your</b> manual and powered wheelchair(s) and scooter(s) as defined by, and used in accordance with, The Use of Invalid Carriages on Highways Regulations 1988
<b>money</b>	<ul style="list-style-type: none"> <li>current coins and banknotes</li> <li>unused current postage stamps, trading stamps, savings stamps, postal orders, money orders, luncheon, charity and consumer redemption vouchers, gift tokens and unused units of franking machines</li> <li>cheques, travellers cheques, travel tickets, bankers drafts, credit card company sales vouchers or receipts</li> <li>National Savings certificates, premium bonds</li> <li>VAT purchase receipts</li> </ul> all belonging to <b>you</b> or for which <b>you</b> are responsible in connection with <b>your activities</b>
<b>non-negotiable money</b>	crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, unused units of franking machines, National Savings certificates, premium bonds, credit card company sales vouchers or receipts and VAT purchase receipts, all belonging to <b>you</b> or for which <b>you</b> are responsible in connection with <b>your activities</b>
<b>offshore</b>	<ul style="list-style-type: none"> <li>embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel</li> <li>whilst on any offshore rig, platform or service or accommodation vessel</li> </ul>
<b>outstanding debit balances</b>	the amounts debited or invoiced to customers as set out in <b>your</b> records or accounts for <b>your activities</b> but not paid at the time of the <b>damage</b> , adjusted for bad debts and any abnormal trading conditions
<b>pastoral care</b>	the use of counselling skills to provide free, informal, unstructured care and ministry relating to a particular concern of an individual seeking the help of the church or organisation
<b>period of insurance</b>	the period shown on the schedule

## Definitions

<b>personal money</b>	current coins and banknotes, including foreign currency																																	
<b>preferred law firm or tax consultancy</b>	a law firm, barristers' chambers or tax expert <b>DAS</b> choose to provide legal or other services They are appointed according to the <b>DAS Standard Terms of Appointment</b>																																	
<b>premises</b>	the premises shown in the schedule as 'Location'																																	
<b>products</b>	goods (including their containers, packaging, labelling or instructions) no longer in <b>your</b> custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by <b>you</b> from or in the <b>territorial limits</b> in connection with <b>your activities</b>																																	
<b>professional indemnity wrongful act</b>	actual or alleged: <ul style="list-style-type: none"> <li>• negligent act, negligent error or negligent omission committed or attempted by <b>you</b> or any <b>employee</b></li> <li>• breach of professional duty owed by <b>you</b> to a third party</li> <li>• dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission committed by an <b>employee</b></li> <li>• <b>defamation</b> made by <b>you</b></li> </ul> in the provision of a <b>professional service</b> in the conduct of <b>your activities</b> resulting in a civil liability																																	
<b>professional service</b>	the professional service(s) noted on the schedule provided to a third party by <b>you</b>																																	
<b>professional supplier</b>	any third party individual, company or organisation, other than <b>you</b> or <b>your employees</b> , that: <ul style="list-style-type: none"> <li>• organises</li> <li>• runs</li> <li>• supervises</li> </ul> activities as a business, and provides such activities for <b>you</b> under contract with or without a fee being charged																																	
<b>reasonable prospects</b>	i. for civil cases, the prospects that the <b>insured person</b> will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that <b>DAS</b> has agreed to, including an enforcement of judgment) make a successful defence or make a successful appeal or defence of an appeal, must be at least 51% <b>DAS</b> or a <b>preferred law firm or tax consultancy</b> on <b>our</b> behalf will assess whether there are <b>reasonable prospects</b> ii. for criminal cases, the prospects of a successful outcome for appeals must be at least 51%																																	
<b>reinstatement</b>	the rebuilding, replacement or repair of property <b>damaged</b> to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition when new. Where appropriate, <b>reinstatement</b> may be carried out: <ul style="list-style-type: none"> <li>• to <b>your</b> requirements</li> <li>• upon another site</li> </ul> provided <b>our</b> liability is not increased																																	
<b>settlement</b>	downward movement as a result of the soil being compressed by the weight of <b>buildings</b> within 10 years of construction																																	
<b>specified disease</b>	one or more of the following: <table border="0" style="width: 100%;"> <tr> <td>acute encephalitis</td> <td>measles</td> <td>scarlet fever</td> </tr> <tr> <td>acute poliomyelitis</td> <td>meningitis</td> <td>smallpox</td> </tr> <tr> <td>anthrax</td> <td>meningococcal septicaemia</td> <td>tetanus</td> </tr> <tr> <td>cholera</td> <td>(without meningitis)</td> <td>tuberculosis</td> </tr> <tr> <td>diphtheria</td> <td>mumps</td> <td>typhoid fever</td> </tr> <tr> <td>dysentery</td> <td>ophthalmia neonatorum</td> <td>typhus fever</td> </tr> <tr> <td>legionellosis</td> <td>paratyphoid fever</td> <td>viral haemorrhagic fever</td> </tr> <tr> <td>legionnaires disease</td> <td>plague</td> <td>viral hepatitis</td> </tr> <tr> <td>leprosy</td> <td>rabies</td> <td>whooping cough</td> </tr> <tr> <td>leptospirosis</td> <td>relapsing fever</td> <td>yellow fever</td> </tr> <tr> <td>malaria</td> <td>rubella</td> <td></td> </tr> </table>	acute encephalitis	measles	scarlet fever	acute poliomyelitis	meningitis	smallpox	anthrax	meningococcal septicaemia	tetanus	cholera	(without meningitis)	tuberculosis	diphtheria	mumps	typhoid fever	dysentery	ophthalmia neonatorum	typhus fever	legionellosis	paratyphoid fever	viral haemorrhagic fever	legionnaires disease	plague	viral hepatitis	leprosy	rabies	whooping cough	leptospirosis	relapsing fever	yellow fever	malaria	rubella	
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leptospirosis	relapsing fever	yellow fever																																
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<b>stock</b>	stock and materials in trade, including trade samples and promotional goods, owned by <b>you</b> or held in trust or on commission for which <b>you</b> are responsible and used in connection with <b>your activities</b>																																	
	The following is not included as <b>stock</b> : a) <b>money</b>																																	

## Definitions

<b>subsidence</b>	downward movement of the ground beneath <b>buildings</b> other than by <b>settlement</b>
<b>territorial limits</b>	applicable to all sections other than Legal Expenses England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
<b>terrorism</b>	an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear
<b>trustee or director</b>	any natural person who was, is or becomes a (an): <ul style="list-style-type: none"> <li>• trustee</li> <li>• director</li> <li>• officer</li> <li>• governor</li> <li>• member of a committee of management</li> <li>• shadow or de facto director</li> <li>• <b>employee</b> acting in a managerial or supervisory capacity of the <b>charitable body</b></li> </ul>
<b>unoccupied</b>	unoccupied, untenanted, empty or disused
<b>virus or similar mechanism</b>	program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. Virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs
<b>we / us / our</b>	Ansvar Insurance – a business division of Ecclesiastical Insurance Office plc
<b>working hours</b>	any time when the <b>buildings</b> are occupied for <b>your activities</b> by <b>you</b> or any partner, director or <b>employee</b> responsible for <b>money</b>
<b>wrongful act</b>	any actual or alleged breach of trust, breach of duty, breach of warranty or authority, breach of statutory law, omission, neglect, error, misstatement, misleading statement, <b>defamation</b> , wrongful trading or any other act wrongfully committed or attempted by any <b>trustee or director</b> when carrying out his/her duties as a <b>trustee or director</b> of the <b>charitable body</b>
<b>you / your / insured / policyholder</b>	the person(s), company or organisation (including a body of trustees or board of directors) named in the schedule as the policyholder
<b>your activities</b>	<b>your</b> activities: <ul style="list-style-type: none"> <li>• operated from within the <b>territorial limits</b>, and</li> <li>• undertaken with <b>your</b> full knowledge, authority and under <b>your</b> or an authorised <b>employee's</b> control, and</li> <li>• which have been declared to <b>us</b> and described in the policy schedule or otherwise accepted by <b>us</b> in writing, and: <ul style="list-style-type: none"> <li>- those listed as included within the 'Activities' endorsement forming part of the policy schedule</li> <li>- the repair or maintenance of any premises from which <b>you</b> operate</li> </ul> </li> </ul>
	The following are not included under <b>your activities</b> : <ol style="list-style-type: none"> <li>a) any activity specifically excluded within the 'Activities' endorsement or elsewhere in the policy, unless declared to <b>us</b> and described in the policy schedule or otherwise accepted by <b>us</b> in writing</li> </ol>

## Section 1 Public and Products Liability

### WHAT IS COVERED

**We** will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for accidental:

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

occurring during the **period of insurance** in connection with **your activities** and happening:

- within the **territorial limits**
- anywhere in the World (other than within the United States of America or Canada) and caused by **products**.

Within **costs and expenses**, **we** will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** written consent.

### WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule in respect of each **claim** for **damage** to material property.
2. Liability arising directly or indirectly from any:
  - a) activity excluded by the 'Activities' – endorsement in the schedule
  - b) error or omission in the provision of professional services
  - c) treatment of any kind (other than first aid)
  - d) **defamation**
  - e) **bodily injury** to any **employee** arising out of and in the course of **your activities**
  - f) **bodily injury**, or allegations of **bodily injury**, caused by **abuse**
  - g) **damage** to property:
    - i. or any part on which **you** or any **employee** is or has been working where the **damage** results from such work
    - ii. belonging to **you** or held in trust by **you** or borrowed, rented, leased or hired for use by **you** other than personal property (including vehicles and contents) of **your** visitors, partners, directors or **employees**
  - h) **offshore** activities
  - i) counselling, advice, design, formula or specification whether given for a fee or not
  - j) medical, surgical, dental, pharmaceutical or therapeutic **products**
  - k) **products** incorporated in any:
    - i. craft designed to travel through air or space
    - ii. watercraft which could affect its safety, navigation or propulsion
    - iii. mechanically propelled vehicles which could affect their safety
    - iv. gas, chemical, petrochemical or power generation plant
  - l) **damage** to, or the costs of recall, removal, replacement, alteration, repair or reinstatement of, any **products** or contract work executed by **you** which is caused by a defect or its unsuitability for its intended purpose
  - m) **products**:
    - i. exported to
    - ii. sold, supplied or worked upon by **you**, or by others for **you**, from within the United States of America or Canada
  - n) second-hand **products** (except as provided for in the Second-hand Goods extension to this section).
3. Liability arising directly or indirectly from:
  - a) ownership of any building (including its land and adjacent grounds) and repair and maintenance of such property
  - b) ownership or use by **you**, or by others for **you**, of any premises within the United States of America or Canada
  - c) ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this section, of any:
    - i. watercraft (other than non-mechanically propelled not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast) and craft designed to travel through air or space
    - ii. mechanically propelled vehicles for which compulsory motor insurance or security is required other than for loading and unloading unless cover is provided by any other policy
  - d) any legal action brought or commenced in any court of law outside of the **territorial limits**.
4. Liability arising from an agreement unless liability would have existed without the agreement.
5. The costs of remedying any defect or alleged defect in premises which **you** have disposed of.

Continued ...

## Section 1 Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>Continued ...</p> <p>6. Liability directly or indirectly caused by, resulting from or in connection with <b>terrorism</b> arising:</p> <p>a) at:</p> <p>i. premises of 40 storeys or more</p> <p>ii. sports stadia, exhibitions, theatres, music venues or any events organised by <b>you</b>, where attendance may exceed 1,000 persons at any one time</p> <p>b) out of any:</p> <p>i. business as a food or beverage manufacturer</p> <p>ii. activities as, or for, a public or municipal authority</p> <p>iii. activities or <b>products</b> outside the <b>territorial limits</b>.</p> <p>7. Fines or penalties.</p> <p>8. Punitive, exemplary, aggravated or multiplied damages.</p> <p>9. Liquidated damages.</p> <p>10. Any compensation awarded by a court of criminal jurisdiction.</p> <p>11. Any <b>claim</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.</p>

### Special requirements for Public and Products Liability

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

- 1 USE OF BOUNCY CASTLES, OTHER LAND-BASED INFLATABLES OR TRAMPOLINES
  - a) if **you** use any bouncy castle and/or any other land-based inflatable, to ensure that:
    - it is supervised by responsible **employees** at all times when in use or inflated
    - when used outside a building, it is securely anchored to the ground at each anchor point
    - each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
    - soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable
 and, in respect of any bouncy castle it is:
    - not used by children under 2 years old
    - restricted to use by age group (age groups 2 to 5, 6 to 12 and over 12 years must not be mixed).
  - b) if **you** use any trampoline, to ensure that it is:
    - supervised by responsible **employees** at all times when in use
    - fitted with safety side netting to prevent falls from the trampoline
    - not used by more than one person at a time.
  
- 2 CLEAN-UPS OR LITTER PICKS
 

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

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

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

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

## Special requirements for Public and Products Liability

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

### 4 FACE PAINTING AND HENNA TATTOOS

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

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

and in addition **you** must:

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

### 5 INSURANCE CHECKS FOR PROFESSIONAL SUPPLIERS OF ACTIVITIES

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

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

or

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

### 6 LOANED OR HIRED OUT MOBILITY EQUIPMENT

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

- loaned, or
- hired out

by **you** that:

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

### 7 LIBEL AND SLANDER

under the Libel and Slander extension to this section:

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

### 8 CORPORATE MANSLAUGHTER

under the Corporate Manslaughter extension to this section to ensure that **you**:

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



## Extensions for Public and Products Liability

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

## Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>6 WRONGFUL ARREST</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay as damages and <b>costs and expenses</b> for any charge of:</p> <ul style="list-style-type: none"> <li>wrongful arrest</li> <li>malicious prosecution</li> <li>false imprisonment</li> <li><b>defamation</b> of or assault on any person made against <b>you</b> in respect of any allegation of theft or other improper conduct occurring during the <b>period of insurance</b> in connection with <b>your activities</b> and happening in the <b>territorial limits</b>.</li> </ul> <p>The most <b>we</b> will pay is £25,000 for all <b>claims</b> in any one <b>period of insurance</b>.</p>	<ol style="list-style-type: none"> <li>Claims by any <b>employee</b>.</li> <li>Liability for:             <ol style="list-style-type: none"> <li>fines, penalties or punitive, exemplary, aggravated or multiplied damages</li> <li>liquidated damages.</li> </ol> </li> </ol>
<p>7 SECOND-HAND GOODS (PRODUCTS LIABILITY)</p> <p>Subject to the terms and exclusions for <b>products</b> cover, <b>we</b> will pay all amounts which <b>you</b> become legally liable to pay as damages and <b>costs and expenses</b> for liability arising from second-hand <b>products</b>.</p>	<ol style="list-style-type: none"> <li>Liability arising from the following second-hand <b>products</b>:             <ol style="list-style-type: none"> <li>upholstered furniture or bedding that does not meet the standards under statutory safety legislation other than upholstered furniture or bedding supplied free of charge to the poor and needy</li> <li>gas appliances of any description</li> <li>any appliance containing or using flammable liquids.</li> </ol> </li> <li>Any <b>claim</b> when <b>you</b> have failed to comply with the special requirement for this extension and such failure caused or worsened the liability.</li> </ol>
<p>8 DATA PROTECTION ACT</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay as damages and <b>costs and expenses</b> for damage or distress as described in Section 13 of the Data Protection Act 1998.</p> <p>This indemnity is subject to <b>you</b> being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that <b>you</b> have taken all reasonable care to comply with its requirements.</p> <p>The most <b>we</b> will pay is £500,000 for any <b>claim</b> including <b>costs and expenses</b>.</p>	<ol style="list-style-type: none"> <li>Fines or penalties.</li> <li>Punitive, exemplary, aggravated or multiplied damages.</li> <li>Liquidated damages.</li> <li>Costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.</li> <li>Liability arising from or caused by a deliberate or intentional act by, or omission of, any person entitled to indemnity.</li> <li><b>Claims</b> arising out of circumstances which have been notified to previous insurers or which were known to <b>you</b> at the inception of this extension.</li> <li>Legal liability where indemnity is provided by any other insurance.</li> </ol>
<p>9 LIBEL AND SLANDER</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay as damages and <b>costs and expenses</b> in respect of any <b>claim made</b> for alleged <b>defamation</b> by <b>you</b>, or on <b>your</b> behalf, in connection with <b>your activities</b>.</p> <p>All <b>claims made</b> arising from a single <b>defamation</b> will be deemed to have been made during the period in which the first <b>claim made</b> was accepted by <b>us</b>.</p> <p>The most <b>we</b> will pay for all <b>claims made</b>, including <b>costs and expenses</b>, in any one <b>period of insurance</b> is:</p> <ul style="list-style-type: none"> <li>in respect of <b>defamation</b> arising from material or statements made in electronic format of any kind, 20% of</li> <li>in total</li> </ul> <p>the indemnity limit for Libel and Slander shown in the schedule.</p>	<ol style="list-style-type: none"> <li>£250 <b>excess</b>.</li> <li>Liability arising from:             <ol style="list-style-type: none"> <li>criminal or intentional <b>defamation</b>, or where <b>you</b> ought to have known such statements were defamatory</li> <li>any legal action brought against <b>you</b>:                 <ol style="list-style-type: none"> <li>in any court of law outside the <b>territorial limits</b></li> <li>by any claimant living outside the <b>territorial limits</b></li> </ol> </li> <li>the consequence of any circumstances known to <b>you</b> at the commencement of this cover which may give rise to a <b>claim made</b></li> <li>any unauthorised or malicious access, alteration or intrusion to computer systems</li> <li>any event or circumstances which result in a claim against any <b>trustee or director</b> by another <b>trustee or director</b> or by the <b>charitable body</b> or by any other person or entity with a financial, managerial or executive interest in the <b>charitable body</b></li> <li>printers' errors (other than by <b>you</b>)</li> <li>malicious falsehood or injurious falsehood.</li> </ol> </li> <li>Liability:             <ol style="list-style-type: none"> <li>for fines, penalties or punitive, exemplary, aggravated or multiplied damages</li> <li>for liquidated damages</li> <li>covered by any other policy or elsewhere in this policy</li> <li>where the date of the cause of action first accruing is prior to the original inception date of this extension.</li> </ol> </li> <li>Any <b>claim made</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirements.</li> </ol>

## Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>10 CORPORATE MANSLAUGHTER</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay overall for <b>costs and expenses</b> incurred with <b>our</b> prior written consent in:</p> <ul style="list-style-type: none"> <li>the defence of any criminal proceedings, or</li> <li>an appeal against conviction which arises from criminal proceedings</li> </ul> <p>for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the <b>period of insurance</b> in the course of <b>your activities</b>.</p> <p>The most <b>we</b> will pay for all <b>claims</b> under this extension is £500,000 in any one <b>period of insurance</b>. If this cover is also operative under:</p> <ul style="list-style-type: none"> <li>the Employers Liability section to this policy, the separate extension limits are replaced by one aggregate limit of £1,000,000 for all <b>claims</b> under this policy in any one <b>period of insurance</b></li> <li>other policies issued by <b>us</b> to <b>you</b>, the most <b>we</b> will pay for all <b>claims</b> relating the same prosecution in total for all policies, including this policy, is £1,000,000.</li> </ul>	<ol style="list-style-type: none"> <li>Fines or penalties of any kind.</li> <li>Costs of any remedial or publicity orders, or steps to be taken by such orders.</li> <li>Proceedings consequent upon any deliberate act or omission by <b>you</b> or <b>your</b> managerial <b>employees</b> while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.</li> <li><b>Costs and expenses:</b> <ol style="list-style-type: none"> <li>where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover</li> <li>where indemnity is otherwise provided by any other policy, insurer or from any other source.</li> </ol> </li> <li><b>We</b> will not pay any <b>claim</b> when <b>you</b> have failed to comply with the special requirements for this extension and such failure caused or worsened the liability.</li> </ol>
<p>11 HEALTH AND SAFETY AT WORK</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay for <b>costs and expenses</b> in:</p> <ul style="list-style-type: none"> <li>the defence of any criminal proceedings</li> <li>an appeal against conviction arising from such proceedings brought in respect of an offence under:</li> <li>the Health and Safety at Work etc. Act 1974</li> <li>the Health and Safety at Work (Northern Ireland) Order 1978</li> </ul> <p>provided that the proceedings relate to an offence committed or alleged to have been committed during the <b>period of insurance</b> within the <b>territorial limits</b> and in the course of <b>your activities</b>.</p> <p>The most <b>we</b> will pay is £500,000 for any <b>claim</b>, but if a <b>claim</b> is also made under the HEALTH AND SAFETY AT WORK extension for the Employers Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.</p>	<ol style="list-style-type: none"> <li>Fines or penalties of any kind.</li> <li>Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> <li><b>you</b>, or <b>your</b> directors or partners</li> <li>any <b>employee</b> responsible for compliance with the legislation.</li> </ol> </li> <li>Proceedings related to the health, safety or welfare of <b>employees</b>.</li> <li>Legal costs and expenses covered elsewhere in this policy or by any other policy.</li> <li>Liability for <b>bodily injury</b> or <b>damage</b> to property.</li> </ol>
<p>12 CONSUMER PROTECTION AND FOOD SAFETY</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay for <b>costs and expenses</b> in:</p> <ul style="list-style-type: none"> <li>the defence of any criminal proceedings</li> <li>an appeal against conviction arising from such proceedings brought in respect of a breach of: <ol style="list-style-type: none"> <li>Part II of the Consumer Protection Act 1987</li> <li>the Food Safety Act 1990</li> </ol> </li> </ul> <p>provided that the proceedings relate to an offence alleged to have been committed during the <b>period of insurance</b> and in the course of <b>your activities</b> and are brought within the <b>territorial limits</b>.</p> <p>The most <b>we</b> will pay for any <b>claim</b> in respect of the:</p> <ul style="list-style-type: none"> <li>Consumer Protection Act is £500,000</li> <li>Food Safety Act is £500,000.</li> </ul>	<ol style="list-style-type: none"> <li>Fines or penalties of any kind.</li> <li>Proceedings consequent upon any deliberate act or omission by <b>you</b>, any director, partner or any <b>employee</b> responsible for compliance with the legislation.</li> <li>Legal costs, expenses, reimbursements or charges: <ol style="list-style-type: none"> <li>covered elsewhere in this policy or by any other policy</li> <li>arising from an order made under Section 9 of the Food Safety Act</li> <li>resulting from any regulation under Section 45 of the Food Safety Act.</li> </ol> </li> <li>Liability for <b>bodily injury</b> or <b>damage</b> to property.</li> </ol>

## Claims settlement for Public and Products Liability

### LIMITS

The most **we** will pay, including **costs and expenses**:

- a) for:
- any **claim** (and all **claims** happening during any **period of insurance** caused by **products**) which is directly or indirectly caused by or results from or is in connection with **terrorism** (if **we** allege that the **bodily injury** or **damage** has resulted from **terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to **terrorism** is £5,000,000 or, if lower
  - all **claims** in any one **period of insurance**:
    - caused by **products**
    - arising from pollution or contamination
  - any **claim** for liability other than relating to **terrorism, products**, pollution or contamination
  - any **claim** under the Cross Liabilities extension in total to all parties
  - any **claim** or **claim made** under an extension to this section where a specific extension limit does not apply

is the indemnity limit shown in the schedule

- b) under any extension to this section, is the specific limit stated in the extension, which forms part of and is not in addition to the indemnity limit shown in the schedule.

## Section 2 Contents

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

## Section 2 Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>9 Escape of water from any tank, apparatus, pipe or automatic sprinkler installation.</p> <p><b>We</b> will also pay for the unit cost at the current rate per cubic metre of water lost as a direct result of such escape. The most <b>we</b> will pay for loss of metered water is £1,000 for any <b>claim</b>.</p>	<ol style="list-style-type: none"> <li>1. <b>Damage:</b> <ol style="list-style-type: none"> <li>a) occurring while the <b>buildings</b> are <b>unoccupied</b></li> <li>b) to property in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor.</li> </ol> </li> <li>2. £500 <b>excess</b> for <b>damage</b> to property in any cellar or basement used other than for storage purposes only.</li> </ol>
<p>10 Escape of fuel oil from any fixed oil-fired heating installation.</p> <p><b>We</b> will also pay for loss of oil:</p> <ol style="list-style-type: none"> <li>i. as a direct result of such escape</li> <li>ii. by theft from any storage tank, or connected pipework, for such oil at the <b>premises</b>.</li> </ol> <p>The most <b>we</b> will pay for loss of oil is £1,000 for any <b>claim</b>.</p>	<p><b>Damage</b> occurring while the <b>buildings</b> are <b>unoccupied</b>.</p>
<p>11 Falling radio or television aerials, satellite dishes, fittings or masts including <b>damage</b> to any of them.</p>	
<p>12 Falling trees, branches, lamp posts, telegraph poles, pylons or wind turbines.</p>	
<p>13 Accidental <b>damage</b>.</p>	<ol style="list-style-type: none"> <li>1. <b>Damage:</b> <ol style="list-style-type: none"> <li>a) which is specifically included or excluded elsewhere under this section or by endorsement</li> <li>b) occurring while the <b>buildings</b> are <b>unoccupied</b>.</li> </ol> </li> <li>2. <b>Damage</b> caused by or consisting of:             <ol style="list-style-type: none"> <li>a) faulty workmanship, defective design or the use of defective materials</li> <li>b) inherent vice or latent defect</li> <li>c) wear and tear, depreciation or gradually operating cause</li> <li>d) the deliberate erasure, loss, distortion or corruption of electronic data</li> <li>e) fungus, mildew or rot</li> <li>f) unexplained disappearance, inventory shortage or shortage due to error or omission.</li> </ol> </li> <li>3. <b>Damage</b> caused by:             <ol style="list-style-type: none"> <li>a) action of light, atmospheric or climatic conditions</li> <li>b) moths, vermin, insects, parasites or woodworm</li> <li>c) use contrary to the manufacturer's instructions</li> <li>d) domestic pets</li> <li>e) <b>subsidence, heave, landslip or settlement</b></li> <li>f) any process of cleaning, dyeing, altering, repairing, renovating or restoring</li> <li>g) a rise or fall in temperature.</li> </ol> </li> <li>4. <b>Damage</b> consisting of:             <ol style="list-style-type: none"> <li>a) marring or scratching</li> <li>b) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.</li> </ol> </li> </ol>

## Special requirements for Contents

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

### 1 COOKING EQUIPMENT

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

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

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

### 2 WASTE MATERIALS

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

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

## Extensions for Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 GLASS AND SANITARY FITTINGS</p> <p><b>We</b> will pay for breakage of:</p> <ul style="list-style-type: none"> <li>• <b>fixed glass</b></li> <li>• sanitary fittings</li> <li>• lamps or signs</li> <li>• glass in furniture, showcases, shelves, tops and mirrors in the portion of the <b>premises</b> for which <b>you</b> are responsible including:</li> </ul> <ol style="list-style-type: none"> <li>a) the cost of necessary boarding up pending the replacement of any <b>fixed glass</b> which is the subject of a valid <b>claim</b> under this extension</li> <li>b) the repair of frames or framework caused by such breakage</li> <li>c) <b>damage</b> to property covered by this section caused by such breakage</li> <li>d) the cost of replacing any lettering, ornamentation or intruder alarm foil.</li> </ol> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	<p>Breakage:</p> <ol style="list-style-type: none"> <li>a) caused by repairs or alterations to the <b>buildings</b></li> <li>b) while the <b>buildings</b> are <b>unoccupied</b></li> <li>c) of property which was in any way defective at the time cover was effected</li> <li>d) of glass forming part of <b>stock</b></li> <li>e) of bulbs or tubes in lamps or signs when there is no other damage to the lamp or sign</li> <li>f) covered elsewhere in this or any other policy.</li> </ol>
<p>2 THEFT DAMAGE TO BUILDINGS</p> <p><b>We</b> will pay for damage to the <b>buildings</b> arising out of theft, or attempted theft involving forcible and violent means to enter or leave the <b>buildings</b> provided <b>you</b> are legally responsible for making good such damage.</p> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	<ol style="list-style-type: none"> <li>1. <b>Damage:</b> <ol style="list-style-type: none"> <li>a) occurring while the <b>buildings</b> are <b>unoccupied</b></li> <li>b) caused by fire or explosion.</li> </ol> </li> <li>2. Loss by theft, or attempted theft, of any part of the <b>buildings</b>.</li> </ol>
<p>3 THEFT OF KEYS</p> <p><b>We</b> will pay for the:</p> <ol style="list-style-type: none"> <li>a) cost of replacement locks and keys if the keys to the <b>buildings</b>, safes or strongrooms are stolen:             <ol style="list-style-type: none"> <li>i. from the buildings or home of a director, partner, authorised <b>employee</b> or member</li> <li>ii. following assault, violence or threat of violence</li> </ol> </li> <li>b) reasonable costs incurred in gaining access to the <b>buildings</b> following theft of keys as covered under a) above.</li> </ol> <p>The most <b>we</b> will pay is £1,000 for all <b>claims</b> in any one period of insurance.</p>	<ol style="list-style-type: none"> <li>1. £50 <b>excess</b>.</li> <li>2. The cost of changing locks to safes or strongrooms where the keys:             <ol style="list-style-type: none"> <li>a) have been stolen from an unattended room in the <b>buildings</b> during <b>working hours</b> unless the keys were in a locked receptacle at the time of the theft</li> <li>b) were left in the <b>buildings</b> outside <b>working hours</b>.</li> </ol> </li> </ol>
<p>4 PROPERTY OF EMPLOYEES, MEMBERS AND VISITORS</p> <p><b>We</b> will pay for <b>damage</b> caused by any operative event to clothing, <b>personal money</b> and other personal effects belonging to:</p> <ul style="list-style-type: none"> <li>• visitors while in the <b>buildings</b> and for which <b>you</b> have accepted responsibility</li> <li>• directors, partners, <b>employees</b> and members while in any building or in transit in the <b>territorial limits</b> in connection with <b>your activities</b>.</li> </ul> <p>The most <b>we</b> will pay for any <b>claim</b> for any one person is:</p> <ul style="list-style-type: none"> <li>• £100 for <b>personal money</b></li> <li>• £500 for any one item</li> <li>• £1,000 in total.</li> </ul>	<ol style="list-style-type: none"> <li>1. £50 <b>excess</b>.</li> <li>2. <b>Damage</b> to:             <ol style="list-style-type: none"> <li>a) credit or debit cards</li> <li>b) bicycles</li> <li>c) property in the open</li> <li>d) property more specifically insured.</li> </ol> </li> <li>3. <b>Damage</b> by theft of:             <ol style="list-style-type: none"> <li>a) computers designed to be portable from any unattended motor vehicle</li> <li>b) any other property from any unattended motor vehicle unless:                 <ol style="list-style-type: none"> <li>i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and</li> <li>ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked.</li> </ol> </li> </ol> </li> <li>4. <b>Damage</b> to clothing, <b>personal money</b> and other personal effects covered under the Money section to this policy or otherwise more specifically insured by this or any other policy.</li> </ol>
<p>5 DEBRIS REMOVAL</p> <p><b>We</b> will pay the costs necessarily incurred with <b>our</b> consent in removing debris of property covered by this section <b>damaged</b> by any operative event under this section.</p> <p>The most <b>we</b> will pay is 10% of the total sum insured under this section for any <b>claim</b>.</p>	<ol style="list-style-type: none"> <li>1. Cost of removing debris other than from the site on which the <b>damage</b> occurred and the area immediately adjacent to it.</li> <li>2. Costs arising from pollution or contamination of property not insured by this section.</li> </ol>



## Extensions for Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>6 HIRED-IN PROPERTY</p> <p><b>We</b> will pay for <b>damage</b> caused by any operative event under this section to property:</p> <ul style="list-style-type: none"> <li>• hired-in</li> <li>• on free loan</li> </ul> <p>for <b>your activities</b> when in <b>your</b> custody or control while in the <b>buildings</b> or in transit to and from such <b>buildings</b> within the <b>territorial limits</b>.</p> <p>The most <b>we</b> will pay is £2,500 any one item and £5,000 for any <b>claim</b>.</p>	<ol style="list-style-type: none"> <li>1. <b>Damage:</b> <ol style="list-style-type: none"> <li>a) caused by or resulting from theft from any unattended motor vehicle or trailer</li> <li>b) to property hired-in or on free loan for more than 30 days</li> <li>c) to property covered:               <ol style="list-style-type: none"> <li>i. elsewhere in this section or in the policy</li> <li>ii. more specifically insured.</li> </ol> </li> </ol> </li> <li>2. Motor vehicles that are or can be licensed for road use, caravans, trailers, watercraft or aircraft and their accessories.</li> </ol>
<p>7 ADDITIONAL INTERESTS</p> <p>The interest of any third party in any property insured by this section is automatically noted provided that:</p> <ul style="list-style-type: none"> <li>• the interest is required to be included on the policy by <b>you</b> under the terms of any hiring lease or hire purchase agreement</li> <li>• the cover for the additional interest is no more extensive than the current cover provided to <b>you</b> under the policy at the time the interest commences</li> <li>• <b>you</b> advise full details to <b>us</b> in writing as soon as reasonably practicable, with immediate notification if a <b>claim</b> occurs.</li> </ul>	

## Claims Settlement for Contents

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

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

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

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

If the **reinstatement** basis of settlement does not apply then settlement will be based on the replacement or repair of property **damaged** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**.

### COMPUTERS

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

**We** will not pay for:

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

### DATA OR DOCUMENTS

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

**We** will not pay for the:

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

### STOCK

Settlement for **stock** (other than donated **stock**) will be based upon the wholesale market value at the date of **damage**.

Settlement for donated **stock** will be based upon the second-hand market value at the date of **damage**.

No **claim** payment will be made under this section for donated **stock** if a **claim** payment is also made under the Business Interruption section following **damage** to donated **stock** by any operative event under this section.

### UNDERINSURANCE

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

### LIMITS

The most **we** will pay:

a) in respect of any **claim** for:

- antiques, pictures, works of art, items of precious metal, manuscripts, books or other property retaining any antiquity or special value, unless otherwise agreed by **us** in writing, is:
  - i. £1,000 for any one item
  - ii. £2,500 in total
- electronic data is £2,500

b) in any one **period of insurance** for each **contents** item shown in the schedule is its sum insured, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

Under the extensions to this section, any payment **we** make will only be in addition to the above where a specific extension limit applies.

### AUTOMATIC REINSTATEMENT OF SUM INSURED

The **contents** sum insured shown in the schedule will be reinstated by the amount of any **claim we** pay, unless **we** or **you** give notice to the contrary within 30 days of notification of the **claim to us** and provided that, if **we** so require, **you** will:

- a) pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
- b) take immediate steps to carry out any **damage** prevention measures that **we** may specify.

### MATCHING ITEMS

a) Carpets or floor coverings

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

b) Pairs, sets, suites or matching items

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

## Section 3 All Risks

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

## Special requirements for All Risks

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

### 1 TRAILER SECURITY

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

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

## Extension for All Risks

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

## Claims Settlement for All Risks

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

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

Unless otherwise stated, settlement will be calculated on the basis of **reinstatement** except for any type of clothing or linen.

If the **reinstatement** basis of settlement does not apply then settlement will be based on the replacement or repair of property **damaged** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**.

### COMPUTERS

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

**We** will not pay for:

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

### UNDERINSURANCE

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

### LIMITS

The most **we** will pay in any one **period of insurance** for each item listed in the All Risks Specification of the schedule is its sum insured, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

Under the extensions to this section, any payment **we** make will only be in addition to the above where a specific extension limit applies.

### AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured for any item listed in the All Risks Specification of the schedule will be reinstated by the amount of any **claim we** pay, unless:

- a) the **claim** relates to the total loss of any specified item, or
- b) **we** or **you** give notice to the contrary within 30 days of notification of the **claim to us** and provided that, if **we** so require, **you** will:
  - i. pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
  - ii. take immediate steps to carry out any **damage** prevention measures that **we** may specify.

### MATCHING ITEMS

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

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

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

## Section 4 Money

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>a) physical loss of <b>money</b></li> <li>b) <b>damage</b> caused by theft or attempted theft to any: <ul style="list-style-type: none"> <li>• safe or strongroom at the <b>premises</b></li> <li>• cash carrying case, security belt or waistcoat up to £2,500 for any <b>claim</b></li> </ul> </li> <li>c) <b>damage</b> to clothing and personal effects belonging to an <b>employee</b> caused by theft or attempted theft of <b>money</b> up to £500 for any <b>claim</b> for any one person (which includes <b>personal money</b> up to £100).</li> </ul>	<ol style="list-style-type: none"> <li>1. The amount of <b>excess</b> shown in the schedule.</li> <li>2. Loss from any unattended motor vehicle.</li> <li>3. Loss due to: <ul style="list-style-type: none"> <li>a) misappropriation, deception or false accounting by: <ul style="list-style-type: none"> <li>i. <b>you</b> or any director or partner</li> <li>ii. any <b>employee</b> except as covered in extension 1 to this section</li> </ul> </li> <li>b) clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit <b>money</b>.</li> </ul> </li> <li>4. Loss arising: <ul style="list-style-type: none"> <li>a) outside the <b>territorial limits</b></li> <li>b) from signed blank cheques.</li> </ul> </li> <li>5. Loss suffered as a result of a transaction as part of <b>your activities</b>.</li> <li>6. Loss of: <ul style="list-style-type: none"> <li>a) negotiable <b>money</b> in transit by unregistered post</li> <li>b) <b>money</b> in the custody of professional carriers other than <b>non-negotiable money</b> in transit by post</li> <li>c) <b>money</b> in any coin, banknote or token operated machine or money dispensing machine.</li> </ul> </li> <li>7. <b>Damage</b> to any coin, banknote or token operated machine or money dispensing machine.</li> <li>8. Any <b>claim</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.</li> </ol>

## Special requirements for Money

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

### 1 RECORD KEEPING

a complete record of all **money** in transit and on the **premises** and deposit such record in a secure place other than in a safe or strongroom containing the **money**.

### 2 SECURITY

any safe or strongroom locked and all keys to them must be removed from the **premises** unless the **premises** is occupied by an authorised **employee** in which case such keys shall be kept in a locked receptacle when left in an unattended room or on the person of the authorised **employee**.

## Extensions for Money

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 MISAPPROPRIATION OF MONEY</p> <p><b>We</b> will pay any <b>claim made</b> by <b>you</b> for any loss of <b>money</b> as a result of misappropriation, deception or false accounting by <b>employee(s)</b> provided this is discovered within 30 days of the occurrence.</p> <p>For the purposes of this extension, the definition of <b>employee</b> shall also include any former <b>employee</b> within 30 days of termination of their service with <b>you</b>.</p>	<ol style="list-style-type: none"> <li>1. The amount of <b>excess</b> shown in the schedule.</li> <li>2. Loss resulting from misappropriation, deception or false accounting: <ul style="list-style-type: none"> <li>a) where the date of occurrence is prior to the original inception date of this policy</li> <li>b) which is committed by an <b>employee(s)</b> who is (are) normally resident outside of the <b>territorial limits</b></li> <li>c) which cannot be proven to have been committed</li> <li>d) which is evidenced solely by an inventory or profit and loss computation</li> <li>e) where the <b>employee(s)</b> concerned was (were) known to have been involved in any previous dishonest or fraudulent act.</li> </ul> </li> </ol>

## Extensions for Money

WHAT IS COVERED		WHAT IS NOT COVERED	
2	<p><b>PERSONAL ACCIDENT (ASSAULT)</b> If <b>you</b>, or any partner, director or <b>employee</b>, while working for <b>you</b> in connection with <b>your activities</b>, sustain(s) accidental <b>bodily injury</b> caused by external violent and visible means arising as a result of assault by persons with the intent of theft of property, or <b>money</b>, during the <b>period of insurance</b> which within 24 months is the sole cause of death or disablement, <b>we</b> will pay a benefit as shown below.</p>	<p>Accidental <b>bodily injury</b>:</p> <ul style="list-style-type: none"> <li>a) consisting solely of illness, disease or disorder</li> <li>b) to any person whose age is under 16 or more than 85 years at the time of the <b>bodily injury</b></li> <li>c) sustained outside the <b>territorial limits</b>.</li> </ul>	
Benefits for Personal Accident (Assault)		Persons aged 16 to 75	Persons aged 76 to 85
1	Death	capital benefit shown in the schedule	£10,000
2	<p>Permanent total disablement, being either:</p> <ul style="list-style-type: none"> <li>a) total and permanent loss of use of one or more entire hands or feet</li> <li>b) total and irrecoverable loss of sight in one or both eyes</li> <li>c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing</li> <li>d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation</li> </ul>	) ) ) ) capital benefit shown in the ) schedule ) )	£10,000
3	Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with <b>your activities</b> , or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks	weekly benefit shown in the schedule	NIL
3	<p><b>CREDIT AND DEBIT CARDS</b> <b>We</b> will indemnify <b>you</b> for loss resulting from the fraudulent use of any credit or debit card provided by <b>you</b> solely for use in connection with <b>your activities</b>.</p> <p>The most <b>we</b> will pay for all <b>claims</b> per card account is £1,000 in any one <b>period of insurance</b>.</p>	<ul style="list-style-type: none"> <li>1. Loss: <ul style="list-style-type: none"> <li>a) due to the use of any credit or debit card where the terms under which it has been issued have not been fully complied with</li> <li>b) not reported to the police and the issuing authority within 24 hours of discovery</li> <li>c) covered by a bank or card issuer</li> <li>d) otherwise insured under any other policy or indemnity.</li> </ul> </li> <li>2. Fraudulent use by <b>you, your</b> directors, partners or <b>employees</b>.</li> </ul>	

## Claims settlement for Money

### LIMITS - MONEY

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

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

### LIMITS - MISAPPROPRIATION OF MONEY

The most **we** will pay is:

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

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

### LIMITS - PERSONAL ACCIDENT (ASSAULT)

**We** will pay the amount of benefit as shown in this extension to **you** or at **your** request to the injured person or their legal personal representative.

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

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

## Section 5 Business Interruption

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

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

#### WHAT IS COVERED

##### OPTION A – LOSS OF INCOME

**We** will pay for loss of **income** and **extra expenses** during the **indemnity period** resulting from **your activities** at the **premises** being interrupted or interfered with as a consequence of **damage** to property used by **you** at the **premises** occurring during the **period of insurance**, due to:

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

The amount payable will be, for:

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

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

- savings during the **indemnity period** of expenses payable out of **income** that cease or are reduced because of the **damage**
- **income** earned by **you**, or by others on **your** behalf, during the **indemnity period** from conducting **your activities** elsewhere than at the **premises**.

##### OPTION B – EXTRA EXPENSES

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

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

The most **we** will pay in the first 3 months of the **indemnity period** will be the stated percentage below of the sum insured shown in the schedule for the appropriate **maximum indemnity period** as follows:

- 12 months - 50%
- 18 months - 33.3%
- 24 months - 25%
- 36 months - 17.5%

and for each succeeding month of the **maximum indemnity period**, will be:

- 12 months - 12%
- 18 months - 7%
- 24 months - 5%
- 36 months - 3%.

#### WHAT IS NOT COVERED

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

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



# Special requirements for Business Interruption

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

- 1 BACK-UP OF ELECTRONIC DATA  
to ensure that electronic data is backed up with a minimum back-up frequency of 7 working days.

SPECIAL NOTE (not forming part of the policy wording)

1. We provide cover, subject to limitation, for the costs of reinstating computer data following damage by the insured events. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

- 2 MONTHLY STATEMENT  
under the Book Debts extension to:
  - keep a record of the total amount outstanding in customers’ accounts as at the end of each month, and
  - within 30 days of the end of each month deposit this record in premises other than those in which the original records are kept.
- 3 PESTS OR VERMIN  
under extension 1e), to obtain **our** consent before **you** restrict the use of the **premises**.

## Extensions for Business Interruption

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will pay for loss, as insured by this section unless otherwise stated, incurred by <b>you</b> during the <b>indemnity period</b> as a result of interruption or interference with <b>your activities</b>, carried on by <b>you</b> at the <b>premises</b>, caused during the <b>period of insurance</b> by:</p>	
<ol style="list-style-type: none"> <li>1 SPECIFIED DISEASE, POISONING, MURDER                             <ol style="list-style-type: none"> <li>a) an outbreak of a <b>specified disease</b></li> <li>b) any discovery of an organism at the <b>premises</b> resulting in or likely to result in the occurrence of a <b>specified disease</b></li> <li>c) poisoning caused by food or drink provided</li> <li>d) any accident causing defects in drains or other sanitary arrangements, at the <b>premises</b>, which causes restrictions in the use of the <b>premises</b> on the order or advice of the competent local authority</li> <li>e) any discovery of pests or vermin at the <b>premises</b></li> <li>f) murder, rape or suicide at the <b>premises</b>.</li> </ol> <p>The most <b>we</b> will pay for any <b>claim</b> is the Business Interruption sum insured shown in the schedule or £25,000, whichever is less.</p> <p>The <b>indemnity period</b> in respect of this extension only is re-defined as follows: the period beginning with the date from which the restrictions on the <b>premises</b> are applied (or in the case of cover e) pests or vermin or f) murder, rape or suicide with the date of occurrence) and ending not later than 3 months thereafter during which the results of <b>your activities</b> are affected because of the occurrence.</p> </li> </ol>	<ol style="list-style-type: none"> <li>1. Costs incurred in the cleaning, repair, replacement, recall or checking of property.</li> <li>2. Any occurrence that is not at the <b>premises</b>.</li> <li>3. Any <b>claim</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.</li> </ol>
<ol style="list-style-type: none"> <li>2 BOMB SCARE OR EMERGENCY ACTION closure of the <b>premises</b> by a competent authority due to:                             <ol style="list-style-type: none"> <li>a) bomb scare, or</li> <li>b) an emergency that could endanger human life or neighbouring property.</li> </ol> <p>The most <b>we</b> will pay is £2,500 for any <b>claim</b>.</p> </li> </ol>	<p>Any:</p> <ol style="list-style-type: none"> <li>a) closure of less than 4 hours duration</li> <li>b) <b>premises</b> in Northern Ireland</li> <li>c) closure of the <b>premises</b> by the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of infectious diseases) food poisoning, defective drains or other sanitary arrangements or vermin or pests.</li> </ol>
<ol style="list-style-type: none"> <li>3 DENIAL OF ACCESS <b>damage</b> due to an operative event under the Contents section, to property in the vicinity of the <b>premises</b> which prevents or hinders the access to or use of the <b>premises</b>.</li> </ol> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	<p>Any period when access to the <b>premises</b> was not prevented or hindered.</p>

## Extensions for Business Interruption

WHAT IS COVERED	WHAT IS NOT COVERED
<p>4 SUPPLIERS AND CUSTOMERS</p> <p><b>damage</b> due to an operative event under the Contents section, at the premises of any of <b>your</b> suppliers or customers.</p> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	<p>Loss resulting from <b>damage</b> occurring at:</p> <ol style="list-style-type: none"> <li>any premises outside the <b>territorial limits</b></li> <li>the premises of any supplier from which <b>you</b> obtain electricity, gas, water or telecommunication services.</li> </ol>
<p>5 FAILURE OF SUPPLY</p> <ul style="list-style-type: none"> <li>accidental failure of supply of electricity, gas or water services at the terminal point of the supply authority's feed at the <b>premises</b></li> <li><b>damage</b> due to an operative event under the Contents section, to telecommunications property of the supplier in the <b>territorial limits</b>.</li> </ul> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	<p>Any failure caused by the deliberate act of any supply authority or by the exercise of any such authority of its power to withdraw or restrict supply or industrial action.</p>
<p>6 UTILITIES</p> <p><b>damage</b> due to an operative event under the Contents section of this policy at any:</p> <ul style="list-style-type: none"> <li>generating station or sub-station of the electricity supply undertaking</li> <li>land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith</li> <li>water works or pumping station of the water supply undertaking</li> <li>land-based premises of the telecommunications undertaking within the <b>territorial limits</b> from which <b>you</b> obtain electricity, gas, water or telecommunications services.</li> </ul> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	
<p>7 EXHIBITIONS AND WORK AWAY</p> <p><b>damage</b> due to an operative event under the Contents section at any premises within the <b>territorial limits</b> temporarily in use by <b>you</b> for exhibitions, fundraising or carrying out a contract in connection with <b>your activities</b>.</p> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	
<p>8 BOOK DEBTS</p> <p><b>We</b> will pay the:</p> <ol style="list-style-type: none"> <li>difference between <b>outstanding debit balances</b> and the total of the amounts received or traced</li> <li>additional expenses incurred by <b>you</b> with <b>our</b> consent in tracing and establishing <b>outstanding debit balances</b> due to <b>damage</b> to <b>your</b> books of account or other business books or records occurring:             <ol style="list-style-type: none"> <li>at the <b>premises</b></li> <li>while such books or records are temporarily removed from the <b>premises</b>, or in the post, within the <b>territorial limits</b>, provided that the <b>damage</b> is the subject of a valid <b>claim</b> under the Contents or All Risks section of this policy.</li> </ol> </li> </ol> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	<ol style="list-style-type: none"> <li>Any loss or expense due to:             <ol style="list-style-type: none"> <li>deliberate erasure, distortion or corruption of electronic data, information or records</li> <li>a dishonest or fraudulent act by <b>you</b>, <b>your</b> directors, partners or <b>employees</b> or anyone acting on <b>your</b> behalf.</li> </ol> </li> <li>Any <b>claim</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.</li> </ol>

## Claims settlement for Business Interruption

### ACCOUNTANTS CHARGES

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

### LIMITS

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

- for reproducing **documents** or electronic data under **extra expenses** is £2,500 or the sum insured shown in the schedule, whichever is less
- in total is the relevant sum insured as shown in the schedule.

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

### UNDERINSURANCE

If the sum insured shown in the schedule for loss of income is less than the **income** earned during the 12 month period immediately before the date of the **damage** appropriately adjusted:

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

## Section 6 Computer Breakdown

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

## Special requirements for Computer Breakdown

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

- 1 DATA BACK-UP  
in respect of cover b) above, to ensure that electronic data is backed up and stored away from the **premises** with a minimum back-up frequency of 7 working days.

SPECIAL NOTE (not forming part of the policy wording)

1. We provide cover, subject to limitation, for the costs of reinstating computer data following damage by the insured events. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

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

## Extension for Computer Breakdown

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

## Claims settlement for Computer Breakdown

### If **computer equipment**:

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

### LIMITS

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

## Section 7 Employers Liability

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

## Special requirement for Employers Liability

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

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

## Extensions for Employers Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 <b>INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS)</b></p> <p>At <b>your</b> request <b>we</b> will pay all amounts which the following people or organisations become legally liable to pay as damages and <b>costs and expenses</b> for a claim made against them:</p> <ul style="list-style-type: none"> <li>any partner, director or <b>employee</b> of <b>yours</b></li> <li>any officer or member of <b>your</b> canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services</li> <li>any partner or director of <b>yours</b> in respect of private work carried out for them with <b>your</b> prior consent by any <b>employee</b></li> <li>any principal, being any person, local or public authority, company or firm, with whom <b>you</b> have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by <b>you</b></li> </ul> <p>provided:</p> <ul style="list-style-type: none"> <li><b>you</b> would have been entitled to cover under this section if the claim had been made against <b>you</b></li> <li>such parties keep to the terms of this policy insofar as they can apply.</li> </ul>	

## Extensions for Employers Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>2 UNSATISFIED COURT JUDGEMENTS</p> <p>If any <b>employee</b> obtains a judgement for damages in respect of <b>bodily injury</b> against any company or individual operating from premises within the <b>territorial limits</b> and that judgement remains unpaid for more than six months, <b>we</b> will pay to the <b>employee</b>, at <b>your</b> request, the amount of any unpaid damages and awarded costs provided:</p> <ul style="list-style-type: none"> <li>the <b>bodily injury</b> is caused: <ul style="list-style-type: none"> <li>a) during the <b>period of insurance</b></li> <li>b) in the course of <b>your activities</b></li> <li>c) in the <b>territorial limits</b></li> </ul> </li> <li>there is no appeal outstanding</li> <li>the judgement being obtained in the first instance under the jurisdiction of a court in the <b>territorial limits</b></li> <li>the judgement relates to <b>bodily injury</b> which would otherwise be insured by this section of the policy</li> <li>if any payment is made under this extension the <b>employee</b> or their legal personal representatives shall assign the judgement to <b>us</b>.</li> </ul>	
<p>3 COURT ATTENDANCE EXPENSES</p> <p><b>We</b> will pay £250 per day if <b>you</b>, or any partner, director or <b>employee</b>, are required to attend court as a witness at <b>our</b> request in connection with a <b>claim</b> for which cover is provided under this section.</p>	
<p>4 CORPORATE MANSLAUGHTER</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay overall for <b>costs and expenses</b> incurred with <b>our</b> prior written consent in:</p> <ul style="list-style-type: none"> <li>the defence of any criminal proceedings, or</li> <li>an appeal against conviction which arises from criminal proceedings</li> </ul> <p>for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the <b>period of insurance</b> in the course of <b>your activities</b>.</p> <p>The most <b>we</b> will pay for all <b>claims</b> under this extension is £500,000 in any one <b>period of insurance</b>.</p> <p>If this cover is also operative under:</p> <ul style="list-style-type: none"> <li>the Public and Products Liability section to this policy, the separate extension limits are replaced by one aggregate limit of £1,000,000 for all <b>claims</b> under this policy in any one <b>period of insurance</b></li> <li>other policies issued by <b>us</b> to <b>you</b>, the most <b>we</b> will pay for all <b>claims</b> relating the same prosecution in total for all policies, including this policy, is £1,000,000.</li> </ul>	<ol style="list-style-type: none"> <li>Fines or penalties of any kind.</li> <li>Costs of any remedial or publicity orders, or steps to be taken by such orders.</li> <li>Proceedings consequent upon any deliberate act or omission by <b>you</b> or <b>your</b> managerial <b>employees</b> while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.</li> <li><b>Costs and expenses:</b> <ol style="list-style-type: none"> <li>where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover</li> <li>where indemnity is otherwise provided by any other policy, insurer or from any other source.</li> </ol> </li> <li><b>We</b> will not pay any <b>claim</b> when <b>you</b> have failed to comply with the special requirements for this extension and such failure caused or worsened the liability.</li> </ol>

## Extensions for Employers Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>5 HEALTH AND SAFETY AT WORK</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay for <b>costs and expenses</b> in:</p> <ul style="list-style-type: none"> <li>the defence of any criminal proceedings</li> <li>an appeal against conviction arising from such proceedings brought in respect of an offence under: <ul style="list-style-type: none"> <li>the Health and Safety at Work etc. Act 1974</li> <li>the Health and Safety at Work (Northern Ireland) Order 1978 provided that the proceedings relate to an offence committed or alleged to have been committed during the <b>period of insurance</b> within the <b>territorial limits</b> and in the course of <b>your activities</b>.</li> </ul> </li> </ul> <p>The most <b>we</b> will pay is £500,000 for any <b>claim</b>, but if a <b>claim</b> is also made under the HEALTH AND SAFETY AT WORK extension for the Public and Products Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.</p>	<ol style="list-style-type: none"> <li>Fines or penalties of any kind.</li> <li>Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> <li><b>you</b>, or <b>your</b> directors or partners</li> <li>any <b>employee</b> responsible for compliance with the legislation.</li> </ol> </li> <li>Proceedings related to the health, safety or welfare of persons other than <b>employees</b>.</li> <li>Legal costs and expenses covered elsewhere in this policy or by any other policy.</li> <li>Liability for <b>bodily injury</b>.</li> </ol>

## Claims settlement for Employers Liability

### LIMITS

The most **we** will pay for any **claim**, including **costs and expenses**:

- is £5,000,000 in respect of liability directly or indirectly caused by, resulting from or in connection with any act of **terrorism**. If **we** allege that by reason of this limitation any liability for damages and **costs and expenses** is covered only up to a specified limit of liability the burden of proving the contrary shall be upon **you**
- under any extension to this section, is:
  - the specific limit stated in the extension, which forms part of and is not in addition to the indemnity limit shown in the schedule
  - the indemnity limit shown in the schedule if no specific extension limit applies
- other than above, is the indemnity limit shown in the schedule.



## Section 8 Professional Indemnity

### WHAT IS COVERED

We will pay for any **claim made** for damages and **costs and expenses** which **you**, or at **your** request any **employee**, become legally liable to pay arising from any **professional indemnity wrongful act**.

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

1. An act of abuse (as defined by the policy) is excluded under both Public and Products Liability and Professional Indemnity sections of cover. An optional extension is available, at additional premium, under the Public and Products Liability section to add in cover for an act of abuse. Under the Professional Indemnity section, whilst an act of abuse is excluded, if you give advice or guidance to a third party we only provide cover if such advice or guidance is alleged to be inadequate or not fit for purpose. The third party you have given advice or guidance to would need to arrange their own Public and Products Liability insurance, and if needed add an extension for abuse cover, which would not exclude circumstances for an act of abuse they could commit against another party.

### WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule.
2. Liability directly or indirectly arising from:
  - a) any **bodily injury** to any person or **damage** to, or loss of use of, any tangible property, unless arising directly from any negligent advice, design, formula or specification given in the provision of **professional services**
  - b) any **bodily injury** sustained by an **employee**
  - c) or out of or in any way connected with, any actual or alleged **abuse**
  - d) **medical malpractice**
  - e) pollution, contamination or seepage
  - f) goods sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by **you**
  - g) the consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a **claim made**
  - h) any **professional indemnity wrongful act** committed by a trustee, director or employee of a **charity** which has merged with the **charitable body** when the **professional indemnity wrongful act** giving rise to any **claim made** was committed prior to the merger
  - i) damages and **costs and expenses** covered elsewhere in this policy or by any other policy or indemnity
  - j) an agreement unless liability would have existed without the agreement
  - k) **your** operation, administration or management of a pension, retirement, superannuation, profit share or any other employee benefit scheme or programme
  - l) any investment, sale or purchase of shares, securities or stocks or direct advice on the investment of client funds, including breach of regulations or misuse of information relating to them
  - m) any dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission committed by or condoned by a **trustee or director**
  - n) any indirect or consequential loss (including but not limited to lost profit, remuneration, or trading losses) arising from actual or alleged over-charging or improper receipt of fees
  - o) any event or circumstances which result in a claim against any **trustee or director** by another **trustee or director** or by the **charitable body** or by any other person or entity with a financial, managerial or executive interest in the **charitable body**
  - p) any **defamation** resulting from printer's errors
  - q) any **defamation** which **you** knew or ought to have known was defamatory
  - r) any breach of any obligation to any former, present or prospective **employee** for any kind of employment related dispute
  - s) any trading losses, liabilities or debts incurred by **you**
  - t) or resulting from **your** involvement in a joint venture or consortia
  - u) any failure or omission to effect insurance or maintain adequate insurance, or failure or omission to comply with the terms and conditions of such insurance
  - v) any legal action or investigation brought or commenced in any court of law or other tribunal outside of the **territorial limits** or is brought or commenced within the **territorial limits** to enforce an award or judgement outside the **territorial limits** by reciprocal agreement or otherwise.
3. Fines, penalties or punitive, exemplary, aggravated or multiplied damages.
4. Liquidated damages.
5. Liability where the **professional indemnity wrongful act** occurred prior to the retroactive date (if applicable) stated on the schedule.
6. Any **claim made** if **you** failed to comply with a special requirement and such failure caused, or worsened the liability.

## Special requirement for Professional Indemnity

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

- 1 INSURANCE CHECKS FOR LABOUR ONLY SUB-CONTRACTORS AND SELF-EMPLOYED  
to have made a check of the Professional Indemnity insurance held by any:
  - labour only sub-contractor or anyone employed by them
  - self-employed personauthorised by **you** to carry out **professional services**, to ensure that appropriate cover would be in force for the contracted **professional service**.

## Claims settlement for Professional Indemnity

### LIMITS

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

## Section 9 Trustees and Directors Indemnity

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

## Section 9 Trustees and Directors Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>6. Indemnity to any <b>trustee or director</b> or their liability for any <b>claim made</b> for loss directly or indirectly arising from:</p> <ol style="list-style-type: none"> <li>the consequences of any circumstances known to that <b>trustee or director</b> at the commencement of this cover which may have given rise to a <b>claim made</b></li> <li>that <b>trustee or director</b> receiving any remuneration, profit or advantage to which they were not legally entitled</li> <li>any actual dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission of that <b>trustee or director</b></li> <li>any <b>wrongful act</b> which that <b>trustee or director</b> knew to be a <b>wrongful act</b> or which was committed by that <b>trustee or director</b> in reckless disregard of whether it was a <b>wrongful act</b> or not</li> <li>any <b>defamation</b> which that <b>trustee or director</b> knew, or ought to have known was defamatory.</li> </ol> <p>7. Liability where the <b>wrongful act</b> occurred prior to the retroactive date (if applicable) stated on the schedule.</p> <p>8. Any <b>claim made</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.</p>

### Special requirement for Trustees and Directors Indemnity

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

1 DATA BACK-UP

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

SPECIAL NOTE (not forming part of the policy wording)

- We provide cover, subject to limitation, for the costs of reinstating electronically held documents following damage. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

### Extensions for Trustees and Directors Indemnity

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

## Extensions for Trustees and Directors Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
<p>4 RETIRED AND FORMER TRUSTEES AND DIRECTORS</p> <p>In the event of this section being cancelled by <b>you</b>, <b>we</b> will continue to accept a <b>claim made</b> by <b>you</b> for a period of up to 6 consecutive years from the date of cancellation in respect of all amounts for which a retired <b>trustee or director</b> becomes legally liable to pay for a <b>wrongful act</b> that occurred prior to the date of his or her retirement and provided that the <b>trustee or director</b> retired before the date of cancellation of this section. For the purpose of this extension only, <b>claim made</b> relates to the period of the 6 years extension and not to the <b>period of insurance</b> stated in the policy definition.</p>	<ol style="list-style-type: none"> <li>1. Any liability of the <b>charitable body</b>.</li> <li>2. Indemnity provided by any other insurance.</li> </ol>
<p>5 POLLUTION, CONTAMINATION OR SEEPAGE</p> <p><b>We</b> will pay all amounts for any <b>claim made</b> which:</p> <ol style="list-style-type: none"> <li>a) a <b>trustee or director</b> becomes legally liable to pay as <b>environmental defence costs</b> arising from any <b>wrongful act</b></li> <li>b) would be covered under a) above but which the <b>charitable body</b> becomes legally liable or obliged to pay to indemnify the <b>trustee or director</b> for <b>environmental defence costs</b> by reason of any indemnity clause in <b>your</b> governing documents arising from any <b>wrongful act</b></li> <li>c) the <b>charitable body</b> becomes legally liable to pay as <b>environmental defence costs</b> arising from any <b>wrongful act</b>.</li> </ol> <p>This cover does not apply where the <b>charitable body</b> is an unincorporated association and indemnity is claimed under a) above.</p> <p>The most <b>we</b> will pay is £100,000 in any one <b>period of insurance</b>.</p>	<ol style="list-style-type: none"> <li>1. Fines or penalties of any kind.</li> <li>2. Any <b>claim made</b> for loss directly or indirectly arising from pollution, contamination or seepage of any kind, other than to the extent of the <b>environmental defence costs</b>.</li> </ol>
<p>6 EXTENDED CLAIMS REPORTING PERIOD</p> <p>If <b>we</b> or <b>you</b> cancel (other than for non-payment of premium) or <b>we</b> refuse to offer renewal of this section of the policy and <b>you</b> do not replace the cover by any other similar policy with another insurer then <b>you</b> shall be entitled to an extension of the expiring period of cover provided by this section of 60 days in respect of <b>claims made</b> after the effective date of such cancellation or refusal to renew, provided that:</p> <ol style="list-style-type: none"> <li>i. written notice is given to <b>us</b> within 15 days of the effective date of cancellation or non-renewal of this section</li> <li>ii. the <b>claim made</b> arises from a <b>wrongful act</b> prior to the date of cancellation or refusal to renew.</li> </ol> <p>The offer by <b>us</b> of terms, conditions or limits of indemnity that differ from those of the expiring <b>period of insurance</b> shall not constitute a refusal to renew.</p>	
<p>7 EMERGENCY COSTS AND EXPENSES</p> <p>In the event <b>you</b> are unable to contact <b>us</b> to obtain consent to authorise <b>costs and expenses</b> following a <b>claim made</b>, <b>we</b> agree to reimburse <b>you</b> for emergency <b>costs and expenses</b> incurred up to an aggregate inner limit of 10% of the indemnity limit stated in the schedule.</p>	

## Claims settlement for Trustees and Directors Indemnity

### LIMITS

The most **we** will pay for all **claims made**, including **costs and expenses**, in any one **period of insurance**:

- is £50,000 under cover d) for **damage to documents**
- under any extension to this section, is:
  - the specific limit stated in the extension, which forms part of and is not in addition to the indemnity limit shown in the schedule, or
  - the indemnity limit shown in the schedule if no specific extension limit applies
- other than above, is the indemnity limit shown in the schedule.

## Section 10 Personal Accident

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

## Benefits for Personal Accident

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

## Claims settlement for Personal Accident

### LIMITS

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

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

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

## Section 11 Legal Expenses

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

1. The cover under this section has been arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS).
2. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales, number 103274.
3. We are responsible for paying any claims under this section but DAS manage all claims matters and correspondence on our behalf. The legal advice service and claims handling service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.
4. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited. Registered in England and Wales, number 5417859.
5. Please also refer to the notes under 'MAKING A CLAIM' in the front of this policy.

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will indemnify the <b>insured person</b> for any <b>insured incident</b> detailed below arising in connection with <b>your activities</b> as long as:</p> <ol style="list-style-type: none"> <li>a) <b>reasonable prospects</b> exist for the duration of the claim; and</li> <li>b) the <b>date of occurrence</b> of the <b>insured incident</b> happens during the <b>period of insurance</b> and within the <b>countries covered</b>; and</li> <li>c) any legal proceedings will be dealt with by a court, or other body which <b>DAS</b> agrees to, within the <b>countries covered</b>.</li> </ol> <p><b>We</b> will pay an <b>appointed representative</b> on the <b>insured's</b> behalf <b>costs and expenses</b> incurred following an <b>insured incident</b> and any compensation awards that <b>DAS</b> has agreed to provided that:</p> <ol style="list-style-type: none"> <li>1. the most <b>we</b> will pay in <b>costs and expenses</b> if the <b>insured</b> does not use a <b>preferred law firm or tax consultancy</b> is the reasonable amount incurred taking into account what <b>we</b> would have paid to a <b>preferred law firm or tax consultancy</b></li> <li>2. in respect of an appeal or the defence of an appeal the <b>insured</b> must tell <b>DAS</b> within the time limits allowed that the <b>insured</b> wants to appeal Before <b>we</b> pay the <b>costs and expenses</b> for appeals <b>DAS</b> must agree that <b>reasonable prospects</b> exist</li> <li>3. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most <b>we</b> will pay in <b>costs and expenses</b> is the value of the likely award.</li> </ol> <p>In the event of a claim, if the <b>insured</b> decides not to use the services of a <b>preferred law firm or tax consultancy</b> the <b>insured</b> may be responsible for the difference in costs between what <b>we</b> would have paid a <b>preferred law firm or tax consultancy</b> and the costs charged by <b>your</b> law firm, accountant or other suitably qualified person.</p>	<p>All <b>insured incidents</b> do not cover:</p> <ol style="list-style-type: none"> <li>a) <b>costs and expenses</b> incurred before the written acceptance of a claim by <b>DAS</b></li> <li>b) fines, penalties, compensation or damages which the <b>insured person</b> is ordered to pay by a court, or other authority, other than compensation awards as covered under <b>insured incident</b> 1.c) i. Legal Defence</li> <li>c) any legal action an <b>insured person</b> takes which <b>DAS</b>, or the <b>appointed representative</b>, have not agreed to or where the <b>insured person</b> does anything that hinders <b>DAS</b> or the <b>appointed representative</b></li> <li>d) any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements</li> <li>e) any <b>insured incident</b> deliberately or intentionally caused by an <b>insured person</b></li> <li>f) any claim relating to rights under a franchise or agency agreement entered into by the <b>insured</b></li> <li>g) a dispute with <b>us</b> or <b>DAS</b> not otherwise dealt with under Special Condition 8 of this section</li> <li>h) any claim relating to a shareholding or partnership share in the <b>insured</b></li> <li>i) <b>costs and expenses</b> arising from or relating to judicial review, coroner's inquest or fatal accident This exclusion does not apply to insured event 5 – Personal Injury</li> <li>j) any claim where, either at the start of or during the course of a claim, the <b>insured</b>:             <ol style="list-style-type: none"> <li>i. is declared bankrupt</li> <li>ii. has filed a bankruptcy petition</li> <li>iii. has filed a winding-up petition</li> <li>iv. has made an arrangement with their creditors</li> <li>v. has entered into a deed or arrangement</li> <li>vi. is in liquidation</li> </ol>             or part or all of the <b>insured's</b> affairs or property are in the care or control of a receiver or administrator           </li> <li>k) any claim where the <b>insured person</b> brings legal action resulting from one or more incidents arising at the same time, or from the same originating cause, which could result in the court making a Group Litigation Order</li> <li>l) any claim relating to written or verbal remarks that damage the <b>insured person's</b> reputation</li> <li>m) any claim where an <b>insured person</b> is not represented by a law firm, barrister or tax expert.</li> </ol>



## Section 11 Legal Expenses

WHAT IS COVERED	WHAT IS NOT COVERED
<p>INSURED INCIDENT:</p> <p>1 LEGAL DEFENCE</p> <p>At the <b>insured's</b> request:</p> <p>a) CRIMINAL PRE-PROCEEDINGS COVER:  <b>DAS</b> will defend the <b>insured person's</b> legal rights prior to the issue of legal proceedings when dealing with the:            - Police            - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer            where it is alleged that the <b>insured person</b> has or may have committed a criminal offence</p> <p>b) CRIMINAL PROSECUTION DEFENCE  <b>DAS</b> will defend the <b>insured person's</b> legal rights following an event arising in direct connection with <b>your activities</b> which leads to the <b>insured person</b> being prosecuted in a court of criminal jurisdiction</p> <p>c) DATA PROTECTION AND INFORMATION COMMISSIONER REGISTRATION  <b>DAS</b> will defend the <b>insured person's</b> legal rights:            i. if civil action is taken against the <b>insured person</b> for compensation under section 13 of the Data Protection Act 1998  <b>We</b> will also pay any compensation award made against the <b>insured person</b> under section 13 of the Data Protection Act 1998.            ii. in an appeal against the refusal of the Information Commissioner to register the <b>insured's</b> application for registration</p> <p>d) WRONGFUL ARREST  <b>DAS</b> will defend the <b>insured's</b> legal rights following civil action taken against the <b>insured</b> for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the <b>period of insurance</b></p> <p>e) STATUTORY NOTICE APPEALS  <b>DAS</b> will represent the <b>insured person</b> in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting <b>your activities</b> other than those issued in connection with the <b>insured's</b> licence, mandatory registration or British Standard Certificate of Registration</p> <p>f) JURY SERVICE AND COURT ATTENDANCE  <b>we</b> will pay for an <b>insured person's</b> absence from work to:            i. perform jury service            ii. attend any court or tribunal at the request of the <b>appointed representative</b>            The maximum <b>we</b> will pay is the <b>insured person's</b> net salary or wages for the time that they are absent from work less any amount the <b>insured</b>, the court or tribunal, pays to them.</p> <p>provided that:</p> <p>A. in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the <b>countries covered</b> shall be any place where the Act applies</p> <p>B. at the time of the <b>insured incident</b>, the <b>insured</b> has registered with the Information Commissioner in respect of <b>insured incident</b> 1.c) above.</p>	<p>In addition to the section exclusions the following are not covered in respect of the <b>insured incident</b> against which they appear:</p> <p>Any claim:</p> <p>a) which leads to the <b>insured</b> being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle</p> <p>b) relating to a Statutory Notice issued by an <b>insured person's</b> regulatory or governing body.</p>

## Section 11 Legal Expenses

WHAT IS COVERED	WHAT IS NOT COVERED
<p>2 CONTRACT DISPUTES</p> <p><b>DAS</b> will negotiate for the <b>insured's</b> legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by, or on behalf of, the <b>insured</b> for the purchase, hire, sale or provision of goods or of services</p> <p>provided that:</p> <ul style="list-style-type: none"> <li>A. the amount in dispute exceeds £250 (including VAT)</li> <li>B. if the dispute relates to money owed to the <b>insured</b>, a claim under this section is made within 90 days of the money becoming due and payable</li> <li>C. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (including VAT).</li> </ul>	<ol style="list-style-type: none"> <li>1. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000.</li> <li>2. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the <b>date of occurrence</b> is within the first 90 days of the indemnity provided by this section.</li> <li>3. Any claim relating to the following:             <ol style="list-style-type: none"> <li>a) a dispute over the settlement amount payable under an insurance policy</li> <li>b) the:                 <ol style="list-style-type: none"> <li>i. sale</li> <li>ii. purchase</li> <li>iii. terms of a lease</li> <li>iv. licence</li> <li>v. tenancy</li> </ol>                     of land or buildings other than a dispute with a professional adviser in connection with these matters                 </li> <li>c) a loan, mortgage, pension, guarantee or any other financial product and choses in action</li> <li>d) a motor vehicle owned by, or hired by, or leased to, the <b>insured</b> other than agreements relating to the sale of motor vehicles where the <b>insured</b> is engaged in the business of selling motor vehicles.</li> </ol> </li> <li>4. A dispute with an <b>employee</b> or ex-<b>employee</b> which arises out of, or relates to, a contract of employment with the <b>insured</b>.</li> <li>5. A dispute which arises out of the:             <ol style="list-style-type: none"> <li>a) sale or provision of computer hardware, software, systems or services</li> <li>b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the <b>insured's</b> own specification.</li> </ol> </li> <li>6. A dispute arising from a breach or alleged breach of professional duty by an <b>insured person</b>.</li> <li>7. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.</li> </ol>
<p>3 DEBT RECOVERY</p> <p><b>DAS</b> will negotiate for the <b>insured's</b> legal rights, including enforcement of judgement, to recover money and interest due from the sale or provision of goods or services</p> <p>provided that:</p> <ul style="list-style-type: none"> <li>A. the debt exceeds £250 (including VAT)</li> <li>B. the claim is made within 90 days of the money becoming due and payable</li> <li>C. <b>DAS</b> has the right to select the method of enforcement or to forego enforcing judgement if they are not satisfied that there are or will be sufficient assets available to satisfy judgement.</li> </ul>	<ol style="list-style-type: none"> <li>1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.</li> <li>2. Any claim relating to the following:             <ol style="list-style-type: none"> <li>a) the settlement payable under an insurance policy</li> <li>b) the:                 <ol style="list-style-type: none"> <li>i. sale</li> <li>ii. purchase</li> <li>iii. terms of a lease</li> <li>iv. licence</li> <li>v. tenancy</li> </ol>                     of land or buildings                 </li> <li>c) a loan, mortgage, pension, guarantee or any other financial product and choses in action</li> <li>d) a motor vehicle owned by or hired by or leased to the <b>insured</b> other than agreements relating to the sale of motor vehicles where the <b>insured</b> is engaged in the business of selling motor vehicles.</li> </ol> </li> <li>3. A dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services.</li> <li>4. The recovery of money and interest due from another party where the other party intimates that a defence exists.</li> <li>5. Any dispute which arises from debts the <b>insured</b> has purchased from a third party.</li> </ol>

## Section 11 Legal Expenses

WHAT IS COVERED	WHAT IS NOT COVERED
<p>4 PROPERTY PROTECTION</p> <p><b>DAS</b> will negotiate for the <b>insured's</b> legal rights in any civil dispute relating to material property which is owned by or the responsibility of the <b>insured</b> provided that the <b>insured</b> has established the legal ownership or right to the land that is the subject of the dispute following:</p> <ul style="list-style-type: none"> <li>a) any event which causes physical damage to such material property, or</li> <li>b) a legal nuisance, or</li> <li>c) a trespass.</li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>a) a contract entered into by the <b>insured</b></li> <li>b) goods in transit or goods lent or hired out</li> <li>c) goods at premises other than those occupied by the <b>insured</b> unless the goods are at such premises for the purpose of installations or use in work to be carried out by the <b>insured</b></li> <li>d) mining subsidence</li> <li>e) defending the <b>insured's</b> legal rights other than in defending a counter-claim</li> <li>f) a motor vehicle owned by, or used by, or hired by, or leased to, an <b>insured person</b> other than damage to motor vehicles where the <b>insured</b> is engaged in the business of selling motor vehicles</li> <li>g) the enforcement of a covenant by or against the <b>insured</b>.</li> </ul>
<p>5 PERSONAL INJURY</p> <p>At the <b>insured's</b> request, <b>DAS</b> will negotiate for an <b>insured person's</b> and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>a) any illness or bodily injury, that develops gradually</li> <li>b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury</li> <li>c) defending an <b>insured person's</b> and their family members' legal rights other than in defending a counter-claim</li> <li>d) clinical negligence.</li> </ul>
<p>6 TAX PROTECTION</p> <p><b>DAS</b> will negotiate on behalf of the <b>insured</b> and at the request of the <b>insured</b>, the directors, trustees and partners of the <b>insured</b> in the event that one of the following enquiries is undertaken in direct connection with <b>your activities</b>:</p> <ul style="list-style-type: none"> <li>a) a tax enquiry, being a written notice of enquiry, issued by HM Revenue &amp; Customs, to carry out an Income Tax or Corporation Tax compliance check which either: <ul style="list-style-type: none"> <li>i. includes a request to examine any aspect of the <b>insured's</b> books and records; or</li> <li>ii. advises of a check of the <b>insured's</b> whole tax return</li> </ul> </li> <li>b) a Charity Commission enquiry, being an investigation by the Charity Commission into the <b>insured's</b> business accounts</li> <li>c) an employer compliance dispute, being a dispute with HM Revenue &amp; Customs concerning the <b>insured's</b> compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations</li> <li>d) a VAT dispute, being a dispute with HM Revenue &amp; Customs following the issue of an assessment, written decision or notice of a civil penalty relating to the <b>insured's</b> VAT affairs</li> </ul> <p>provided that the <b>insured</b> has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.</p>	<p>Any claim:</p> <ul style="list-style-type: none"> <li>a) arising from a tax avoidance scheme</li> <li>b) caused by the failure to register for Value Added Tax or Pay As You Earn</li> <li>c) arising from any investigation or enquiries by with or on behalf of HM Revenue &amp; Customs Special Investigation Section Special Civil Investigations Criminal Investigations Unit Criminal Taxes Unit under Public Notice 160 or by the Revenue and Customs Prosecution Office</li> <li>d) arising from any investigation or enquiry by HM Revenue &amp; Customs into alleged dishonesty or alleged criminal offences</li> <li>e) relating to import or excise duties and import VAT.</li> </ul>

# Claims settlement for Legal Expenses

## LIMITS

The most **we** will pay for all:

- compensation awards in any one **period of insurance** is £1,000,000
- claims under this section resulting from one or more events arising at the same time or from the same originating cause is the indemnity limit shown in the policy schedule.

## Special conditions for Legal Expenses

### 1 YOUR REPRESENTATION

- a) On receiving a claim, if representation is necessary, **DAS** will appoint a **preferred law firm or tax consultancy** or in-house lawyer as the **insured's appointed representative** to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm or tax consultancy** or **DAS's** in-house lawyer cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm or tax expert to act as the **appointed representative**. **DAS** will choose the **appointed representative** to represent the **insured** in any proceedings where **we** are liable to pay a compensation award.
- c) If the **insured** chooses a law firm as their **appointed representative** who is not a **preferred law firm or tax consultancy**, **DAS** will give the **insured's** choice of law firm the opportunity to act on the same terms as a **preferred law firm or tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the reasonable amount incurred taking into account what **we** would have paid to a **preferred law firm or tax consultancy**.
- d) The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.

### 2 YOUR RESPONSIBILITIES

An **insured person** must:

- a) co-operate fully with **DAS** and the **appointed representative**
- b) give the **appointed representative** any instructions that **DAS** ask them to.

### 3 OFFERS TO SETTLE A CLAIM

- a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without the written consent from **DAS**.
- b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle a claim in their name. An **insured person** must allow **DAS** to pursue at **our** expense and for the **insured person's** benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.
- d) Where a settlement is made on a without-cost basis **DAS** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

### 4 ASSESSING AND RECOVERING COSTS

- a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
- b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

### 5 CANCELLING AN APPOINTED REPRESENTATIVE'S APPOINTMENT

If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once unless **DAS** agree to appoint another **appointed representative**.

### 6 WITHDRAWING COVER

If an **insured person** settles a claim or withdraws their claim without **DAS's** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to re-claim any **costs and expenses we** have paid.

### 7 EXPERT OPINION

**DAS** may require the **insured** to get, at the **insured's** own expense, an opinion from an expert, that **DAS** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **insured** and **DAS**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.

## Special conditions for Legal Expenses

### 8 ARBITRATION

If there is a disagreement between the **insured** and **DAS** about the handling of a claim and it is not resolved through **DAS's** internal complaints procedure the **insured** may be able to contact the Financial Ombudsman Service for help.

In instances where the Financial Ombudsman Service cannot help (e.g. the **insured** is not an eligible complainant) there is a separate arbitration process.

The arbitrator will be a barrister chosen jointly by the **insured** and **DAS**.

If there is a disagreement over the choice of arbitrator **DAS** will ask the Chartered Institute of Arbitrators to decide.

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

If a decision is not clearly made against either party the arbitrator will decide how the costs are shared.

### 9 KEEPING TO THE TERMS OF THIS SECTION

An **insured person** must:

- a) keep to the terms and conditions of this section and of the policy
- b) take reasonable steps to avoid and prevent claims
- c) take reasonable steps to avoid incurring unnecessary costs
- d) send everything **DAS** ask for in writing, and
- e) give **DAS** full and factual details of any claim and give **DAS** any information they need
- f) report any claim to **DAS** as soon as they become aware of it and within 180 days of the **date of occurrence**.

### 10 LAW THAT APPLIES

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your** business is registered. Otherwise the law of England and Wales applies.

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

## General Exclusions

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

This policy does not cover:

### 1. RADIOACTIVE CONTAMINATION

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

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

This exclusion does not apply to any cover for:

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

### 2. WAR RISKS

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

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

### 3. SONIC BANGS

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

### 4. CONFISCATION

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

### 5. TERRORISM

any **claim** directly or indirectly caused by, resulting from or in connection with **terrorism** regardless of any other contributory cause.

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

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

This exclusion does not apply to any cover for:

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

### 6. POLLUTION OR CONTAMINATION

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

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

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

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

liability arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Pollution or contamination shall be deemed to mean:

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

### 7. INDIRECT LOSS

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

This exclusion does not apply to any cover for:

- Public and Products Liability, Employers Liability, Professional Indemnity, Personal Accident, Trustees and Directors Indemnity or Legal Expenses

### 8. MORE SPECIFIC INSURANCE

property more specifically insured under another policy.

## General Exclusions

This policy does not cover:

### 9. DATE RELATED COMPUTER FAILURE

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

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

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

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

if covered by this policy.

This exclusion does not apply to any cover for:

- Employers Liability or Personal Accident.

### 10. ELECTRONIC RISKS

- a) in respect of any cover for property of any description, including electronic data, Business Interruption or Book Debts
  - i. **damage** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is directly or indirectly
  - ii. consequential losscaused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

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

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

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

### 11. ASBESTOS

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

liability arising directly or indirectly from:

- a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**. However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your activities** or any contract work undertaken and:
  - i. **you** have complied with any legal obligations to manage **asbestos** and
  - ii. any discovery of **asbestos** by **you** is unintentional and accidental and
  - iii. where, upon discovery of **asbestos**, all work immediately stops and
  - iv. a HSE licensed **asbestos** removal contractor is employed:
    - to make safe the area in which the discovery is made as soon as is practicable and
    - who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by your policies and which do not exclude the work to be carried out.
- b) fears of the consequences of exposure to, or inhalation of **asbestos**.

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

### 12. CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE

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

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

# General Conditions

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

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

## 1. COOLING-OFF (PRIVATE CUSTOMERS ONLY)

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

**Your** right to cancel in the cooling-off period:

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

If the policy is not cancelled within the cooling-off period, then the insurance is in force and **you** are committed to pay the premium.

## 2. CANCELLATION (OTHER THAN COOLING-OFF IN GENERAL CONDITION 1)

**Your** right to cancel:

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

**Our** right to cancel (14 days notice)

**We** have the right to cancel the policy by giving **you** 14 days notice in writing sent by special delivery to **your** last known address.

Valid reasons for cancelling **your** policy may include, but are not limited to:

- a criminal conviction incurred by **you**, or any **trustee or director of yours**, which results in a custodial sentence
- continuation of the policy which would result in **us** breaching any applicable law or regulation that applies to the policy
- **us** reasonably suspecting fraud.

If **we** cancel the policy **we** will refund the premium (unless stated otherwise within the policy) for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.

**Our** right to cancel (non-payment of premium)

Unless otherwise agreed by **us** in writing, if the premium is:

- payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due
- not payable by instalments and the payment is not received by the due date, the policy will be cancelled from the date the payment was due.

**We** will not cancel the policy for failure to pay the premium or instalment of premium if such failure is due to error on **our** part or on the part of **your** insurance advisor, bank or building society.

## 3. MISREPRESENTATION OR NON-DISCLOSURE

It is **your** legal duty to make a fair presentation of the information required by **us** to provide the insurance by this policy.

**We** will treat the policy as void (i.e. as if it had not existed) if there is any deliberate or reckless misrepresentation or non-disclosure of any material circumstance and there will be no return of premium.

Where any misrepresentation or non-disclosure of any material circumstance is not deliberate or reckless and if the material particular(s) had been fairly presented or disclosed **we** would:

- a) not have agreed to provide the insurance on any terms, **we** have the right to treat the policy as void (i.e. as if it had not existed) and **we** will return the premium paid.
- b) not have charged additional premium but would have entered into the policy on different terms, **we** have the right to impose those additional terms from inception of the policy or the date the risk changed.
- c) have charged a higher premium, **we** have the right to limit the amount of any **claim** payment under the policy to the same proportion that the premium charged bears to the higher premium.

**Our** rights under b) and c) above may both apply at the same time.

## 4. FRAUD

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

- make(s) a false or fraudulent **claim**
- support(s) a **claim** by any fraudulent document, device or statement

then **we**:

- will not pay the **claim** and **we** have the right to recover from **you** any part payments made prior to discovery of the fraudulent act
- retain the right to:
  - a) refuse any **claim** arising after a fraudulent act
  - b) cancel the policy from the date of a fraudulent act even if the policy expired before the discovery of the fraudulent act
  - c) keep the premium.

**We** will still remain responsible for legitimate **claims** before the fraudulent act.



## General Conditions

### 5. CLAIMS PROCEDURE (YOUR DUTIES)

Contact details can be found under Making A Claim.

Special conditions apply for legal expenses that are under the Legal Expenses section

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

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

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

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

### 6. CLAIMS PROCEDURE (OUR RIGHTS)

Special conditions apply for legal expenses that are under the Legal Expenses section

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

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

### 7. SUBROGATION

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

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

### 8. CLAIMS SETTLEMENT

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

### 9. OTHER INSURANCE

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

### 10. ARBITRATION

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

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

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

### 11. RIGHTS OF THIRD PARTIES

A person or company who is not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## General Conditions

### 12. REASONABLE CARE

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

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

### 13. ALTERATION OF RISK

The policy will be cancelled at the date any of the undermentioned alterations occur after the start of the policy unless **we** agree otherwise in writing:

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

If **we** agree to maintain or amend cover **we** have the right to charge additional premium and, if necessary, amend the terms of cover from the date of the alteration.

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