Insight
Policy document
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How we use your information

Not applicable to part K

Who controls your personal information
This notice tells you how Zurich Insurance plc (‘Zurich’), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner’s Office. Their address is: First Contact Team, Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you
We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another’s behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the ‘How we use your personal information’ section.

How we use your personal information
We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our “legitimate interests”. It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who we share your personal information with
Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies
Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

How we use your personal information for websites and email communications

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How we transfer your personal information to other countries

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using ‘standard contractual clauses’ which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at: GBZ.General.Data-Protection@uk.zurich.com.

How long we keep your personal information for

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

Your data protection rights

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

Fraud prevention and detection

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

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.
**Claims history**
We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), where the data is controlled by the Motor Insurers’ Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

**Employers’ Liability Tracing Office (ELTO)**
We are members of the Employers’ Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers’ Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers’ Liability cover to ELTO together with details of any ERNs you have supplied to us.

**Motor Insurance Database**
Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers’ Bureau (MIB). MID and the data stored on it may be used by certain statutory or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

a) electronic licensing;
b) continuous insurance enforcement;
c) law enforcement (prevention, detection, apprehension and or prosecution of offenders);
d) the provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If a vehicle of yours is involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers and/or or the MIB may search the MID to obtain relevant information.

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds correct registration numbers for your vehicles. If incorrect details for any of your vehicles are shown on the MID you are at risk of having the relevant vehicle seized by the police. You can check that correct registration number details for your vehicles are shown on the MID at www.askmid.com
Your Insight policy

Applicable to the whole policy except Part K

This policy is a contract between **you** and **us**.
This policy and any schedule, endorsement and certificate should be read as if they are one document.

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

Any reference to the singular will include the plural and vice versa. Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof. Any heading in this policy is for ease of reference only and does not affect its interpretation.

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

**Applicable to Part K**

This contract is an agreement between **you** and **us**.

In this contract:

a) any reference to the singular will include the plural and vice versa
b) any reference to a “clause” means a clause of this agreement
c) the words “include”, “includes”, “including”, “included” and “in particular” will not be construed as terms of limitation; and
d) any heading in this contract is for ease of reference only and does not affect its interpretation.

Please read this contract carefully and ensure that it meets **your** needs. Please notify **us** immediately if **you** have any queries about this contract or **you** are concerned that it does not meet **your** needs or if there are any other circumstances which may affect this contract.

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

**Law applicable to this contract**

**Not applicable to parts J, K or P**

In the UK the law allows both **you** and **us** to choose the law applicable to this contract.

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

The parties agree to submit to the exclusive jurisdiction of the English courts.

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

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

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

a) landlords’ fixtures and fittings

b) oil tanks, outbuildings, extensions, annexes, exterior swimming pools, canopies, fixed signs and gangways

c) walls, gates and fences

d) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the premises and extending to the public mains

e) adjoining and specifically associated yards, car parks, roads, pavements and forecourts all constructed of solid materials

f) foundations.

Business
The business stated in the schedule including:

a) the provision and management of catering, social, sports, first aid or welfare activities for employees

b) your fire, security and ambulance services

c) maintenance of the buildings, plant and equipment.

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

Computer Equipment
a) Computer hardware and its peripheral devices including interconnecting wiring and media used for electronic processing, communication and storage of data

b) temperature and environmental control, power supply and voltage regulating equipment and protective devices exclusively for use with computer hardware

c) computer software held on media

d) operating systems and proprietary software packages.

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

a) tenants’ improvements, alterations and decorations

b) personal effects not otherwise insured belonging to any director, employee, volunteer or visitor other than motor vehicles for an amount not exceeding £1,500 in respect of any one person

c) contents of outbuildings

d) contents in open yards

e) computer systems records for an amount not exceeding £10,000 any One Event in respect of the cost of materials and clerical, labour and computer time expended in their reproduction

f) patterns, models, moulds, plans or designs for an amount not exceeding £7,500 for any one item or set of items

but excluding:

i) landlords’ fixtures and fittings

ii) money

iii) jewellery, precious stones, precious metals, bullion or furs

iv) securities of whatsoever nature

v) livestock
vi) growing crops, trees, shrubs, plants or turf
vii) motor vehicles licensed for road use including accessories thereon
viii) documents, manuscripts and business books except for the cost of the materials and clerical labour expended in their reproduction
ix) any expense in connection with the production of the information to be recorded in documents, manuscripts, business books or computer systems records.

Damage
Physical loss or damage.

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

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

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

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

Employee
Any natural person who is:
a) under a contract of service or apprenticeship with you
b) under a work experience or similar scheme
c) hired or borrowed by you from another employer
and working for you in connection with the business while under your direct control or supervision.

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

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

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

Nuclear Installation
Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:
a) the production or use of atomic energy
b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

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

**Premises**
The premises stated in the schedule.

**Property**
Physical property.

**Reinstatement**
a) The rebuilding or replacement of property suffering damage which provided always that our liability is not increased may be carried out:

i) in any manner suitable to your requirements

ii) upon another site

b) the repair or restoration of property suffering damage

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

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

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

**Terrorism**
a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

i) involves violence against one or more persons

ii) involves damage to property

iii) endangers life other than that of the person committing the action

iv) creates a risk to health or safety of the public or a section of the public

v) is designed to interfere with or to disrupt an electronic system

b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

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

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

**We, Us, Our or Ours**
In respect of:

a) part K Zurich Management Services Limited

b) part P DAS Legal Expenses Insurance Company Limited

c) all other parts Zurich Insurance plc.

**You, Your, Yours or Yourselves**
The organisation stated in the schedule as the insured.
General Exclusions

This policy does not cover:

1. **Date Related Performance and Functionality**
   Not applicable to parts D, G, H, I, J, N, O, R and S.

   loss or **damage**, consequential loss, additional expenditure or extra expenses, legal liability, fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:
   
   a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
   
   b) any data processing system responding to or dealing in any way with:
      
      i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
      
      ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates
   
   whether such **data processing system** is **your** property or not but in respect of all insurances other than parts E, F, L and M this will not exclude subsequent **damage** or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a **defined peril** otherwise covered by this policy

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

   death, injury, disablement or loss or **damage** to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
   
   a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
   
   b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation**, **nuclear reactor** or other nuclear assembly or nuclear component thereof
   
   c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
   
   d) except in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs:
      
      i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
      
      ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
   
   e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
   
   a) and b) will not apply to part G except where you have undertaken under a contract or agreement

   either to indemnify another party or to assume the liability of another party in respect of such injury.
General Conditions

1. Arbitration
If we admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by you and us in accordance with the law at the time. You may not take any legal action against us over the dispute before the arbitrator has reached a decision.

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

3. Claims Procedures

a) Your Responsibilities or in the case of part S those of any Insured Person
It is agreed that:

i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim you or in the case of part S any Insured Person will:

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

   supply full details of the claim in writing to us together with any evidence and information that may be reasonably required by us for the purpose of investigating or verifying the claim

ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without our written consent.

b) Our Rights
We will:

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

ii) have the right to enter the premises where the damage has occurred and to keep possession of any of the property insured and to deal with the salvage in a reasonable manner but you will not be entitled to abandon any property to us; and

iii) be entitled to take the benefit of any rights of yours against any other party before or after you have received indemnification under this policy and you will give all assistance as may be reasonably required by us; and

iv) not be bound if we elect to reinstate or replace any property to reinstate or replace it exactly or completely but only as circumstances permit and in a reasonably sufficient manner and will not in any case be bound to expend in respect of any one item insured more than the sum insured stated in the schedule.
4. **Compulsory Insurance**
   You must repay us any amounts which we are required by compulsory insurance legislation to pay out under this policy to the extent that we would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

5. **Fair Presentation of the Risk**
   **Not applicable to parts J and P**
   a) At inception and renewal of this policy and also whenever changes are made to it at your request you must:
      i) disclose to us all material facts in a clear and accessible manner; and
      ii) not misrepresent any material facts.
   b) If you do not comply with clause a) of this condition we may:
      i) avoid this policy which means that we will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by you is proven by us to be deliberate or reckless in which case we will not return the premium paid by you; and
      ii) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.
   c) If you do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what we would have done if we had known about the facts which you failed to disclose or misrepresented:
      i) if we would not have provided you with any cover we will have the option to:
         1) avoid the policy which means that we will treat it as if it had never existed and repay the premium paid; and
         2) recover from you any amount we have already paid for any claims including costs or expenses we have incurred
      ii) if we would have applied different terms to the cover we will have the option to treat this policy as if those different terms apply. We may recover any payments made by us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
      iii) if we would have charged you a higher premium for providing the cover we will charge you the additional premium which you must pay in full.
   d) Where this policy provides cover for any person other than you and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession we will not invoke the remedies which might otherwise have been available to us under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than you.

Provided always that if the person concerned or you acting on their behalf makes a careless misrepresentation of fact we may invoke the remedies available to us under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

6. **Fraudulent Claims**
   If you or anyone acting on your behalf:
   a) makes a fraudulent or exaggerated claim under this policy; or
   b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
   c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
   d) submits a claim under this policy for loss or damage which you or anyone acting on your behalf or in connivance with you deliberately caused; or
   e) realises after submitting what you reasonably believed was a genuine claim under this policy and then fails to tell us that you have not suffered any loss or damage; or
   f) suppresses information which you know would otherwise enable us to refuse to pay a claim under this policy
we will be entitled to refuse to pay the whole of the claim and recover any sums that we have already paid in respect of the claim.

We may also notify you that we will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If we terminate this policy under this condition you will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of you this condition should be read as if it applies only to that insured person’s claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

7. Increase in Risk
You must notify us as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by you to us or stated as material facts by us to you which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change we will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to us then we are under no obligation to agree to make them and may no longer be able to provide you with cover.

If you do not notify us of any such change we may exercise one or more of the options described in clauses c) i), ii) and iii) of general condition 5 – Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts.

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

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

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

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

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

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

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

11. Policy Interpretation
Each part of this policy is declared to be a separate contract but will be subject to the general definitions, general exclusions and general conditions. All reference to policy will mean any or all operative parts.
12. **Premium Adjustment**
If any part of the premium is calculated on estimates supplied by you an accurate record will be kept by you containing all information relative thereto and you will allow us to inspect such record. You will within one month from the expiry of each period of insurance supply to us such particulars and information as we may require. The premium for such period will thereupon be adjusted and the difference paid by or allowed to you as the case may be subject always to the minimum premium stipulated.

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

14. **Sanctions**
Notwithstanding any other terms of this policy we will be deemed not to provide cover nor will we make any payment or provide any service or benefit to you or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of yours would violate any applicable trade or economic sanctions law or regulation.
Part A – Material Damage

Section 1 – Special Definitions

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

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

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

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

Section 2 – The Cover

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

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

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

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

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

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

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

but excluding:

i) property otherwise insured
ii) stock in trade or goods in the process of manufacture.
Section 3 – Special Provisions

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

2. Workmen
   Workmen are allowed to work in the buildings for the purposes of effecting any repairs, minor additions and alterations or decorations without prejudice to this insurance.
Part B – Business Interruption

Section 1 – Special Definitions

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

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

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

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

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

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

**Notifiable Disease**
Illness sustained by any person resulting from:
  - food or drink poisoning
  - any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition) an outbreak of which the competent local authority has stipulated will be notified to them.

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

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

**Standard Gross Revenue**
The Gross Revenue during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period.
Notes
1. To the extent which you are accountable to the tax authorities for Value Added Tax all terms in this part will be exclusive of such tax.
2. For the purpose of these special definitions any adjustment implemented in current cost accounting will be disregarded.
3. Adjustments will be made to the Standard Gross Revenue as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the Incident or which would have affected the business had the Incident not occurred so that the adjusted figures will represent as nearly as practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

Section 2 – The Cover
In the event of any Incident during the period of insurance in consequence of which the business carried on by you at the premises be interrupted or interfered with we will pay you in respect of each item stated in the schedule the:

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

and the amount payable as indemnity will be:

i) in respect of loss of Gross Revenue the amount by which the Gross Revenue during the Indemnity Period falls short of the Standard Gross Revenue in consequence of the Incident

ii) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of reduction in Gross Revenue thereby avoided

iii) in respect of Additional Expenditure except that relating to computer or data processing systems for the sole purpose of avoiding or diminishing the interruption of or interference with the business which but for the expenditure would have taken place during the Indemnity Period in consequence of the Incident.

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

Provided always that:

1) at the time of the Incident there is in force an insurance covering your interest in the property against such Incident and that payment:
   A) has been made or liability admitted therefor
   B) would have been made or liability admitted but for a proviso excluding liability for losses below a specified amount

2) our liability under this part will not exceed:
   A) in respect of Gross Revenue 133.3% of the Estimated Gross Revenue stated herein and in respect of each other item 100% of the sum insured stated herein
   B) the sum insured or any other limit of indemnity stated in the schedule at the time of the Incident
   C) the sum insured (or limit) remaining after deduction for any other interruption or interference consequent upon any Incident occurring during the same period of insurance unless we have agreed to reinstate the sum insured (or limit).

2.1 Automatic Reinstatement of Sum Insured
In the absence of written notice by us or you to the contrary this insurance will not be reduced by the amount of any loss in consideration of which you will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance provided always that you take immediate steps to effect such additions to or variations in the protections of the property insured under part A as we may require.
2.2 Book Debts
In the event of an Incident in consequence of which you are unable to trace or establish the Outstanding Debit Balances in whole or in part due to you we will pay you the amount of any loss of Outstanding Debit Balances resulting provided always that:

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

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

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

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

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

Provided always that:

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

2.5 Notifiable Diseases, Vermin and Murder or Suicide
This part includes loss resulting from interruption of or interference with the business carried on by you at the premises in consequence of:

a) i) any occurrence of a Notifiable Disease at the premises or attributable to food or drink supplied from the premises
   ii) any discovery of an organism at the premises likely to result in the occurrence of a Notifiable Disease
   iii) any occurrence of a Notifiable Disease within a radius of 25 miles of the premises
b) the discovery of vermin or pests at the premises
c) any accident causing defects in the drains or other sanitary arrangements at the premises which causes restrictions on the use of the premises on the order of the competent local authority
d) any occurrence of murder or suicide at the premises.
Supplementary Provisions
1. For the purpose of this clause:
   a) Indemnity Period will mean the period during which the results of the business will be affected in consequence of the occurrence, discovery or accident beginning:
      i) in the case of a), b) and c) above with the date from which the restrictions on the premises are applied and ending not later than the Indemnity Period thereafter
      ii) in the case of d) above with the date of occurrence or discovery
   b) Indemnity Period will mean 3 months
   c) in the event that this part includes a clause which deems damage at other sites to be an Incident this clause will not apply to those other sites.
2. We will not be liable under this clause for any costs incurred in the cleaning, repair, replacement, recall or checking of property.
3. We will only be liable for the loss arising at those premises which are directly affected by the occurrence, discovery or accident.
4. Our liability any One Event will not exceed £25,000 or the sum insured whichever is the lesser.

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

2.7 Public Utilities and Prevention of Access
Any loss as insured under this part resulting from interruption of or interference with the business in consequence of damage to property at the undernoted sites within the territorial limits will be deemed to be an Incident:
   a) any generating station or sub-station of any public electricity supplier
   b) any land-based premises of any public gas supplier or any natural gas producer linked directly to them
   c) any water works or pumping stations of any public water supplier
   d) any land-based premises of any public telecommunications supplier from which you obtain electricity, gas, water or telecommunications services
   e) in the vicinity of the premises which prevents or hinders the use of or access to the premises excluding damage to property of any supplier which prevents or hinders the supply of services by any electricity, gas, water or telecommunications supplier to the premises.

Section 4 – Special Provisions
1. Alternative Trading
   If during the Indemnity Period goods are sold or services provided elsewhere than at the premises for the benefit of the business either by you or by others on your behalf the money paid or payable in respect of such sales or services will be brought into account in arriving at the Gross Revenue during the Indemnity Period.
2. Payments on Account
   At our discretion payments on account may be made to you during the Indemnity Period but in no case will any payment exceed our liability in respect of reduction in Gross Revenue of each item for the period in respect of which a payment is to be made.
Section 5 – Special Condition

1. **Premium Adjustment**

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

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

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

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

   a) is less than the Estimated Gross Revenue for the relative period of insurance we will allow a pro rata return of premium paid on the Estimated Gross Revenue but not exceeding 50% of such premium

   b) is greater than the Estimated Gross Revenue for the relative period of insurance you will pay a pro rata additional premium on the Estimated Gross Revenue.
Insured Perils to Parts A and B

Applicable to parts A and B.

1. **Fire**
   Fire but excluding damage to property or business interruption caused by:
   a) explosion resulting from fire
   b) earthquake
   c) its undergoing any heating process or any process involving the application of heat.
   Lightning.
   Explosion:
   a) of gas used for domestic purposes only
   b) of boilers used for domestic purposes only; and
   c) in respect of part B of any other boilers or economisers on the premises but excluding damage or business interruption caused by earthquake.

2. **Explosion**
   Explosion excluding:
   a) in respect of the part A damage to any vessel, machinery or apparatus or its contents belonging to you or under your control caused by an explosion originating therein
   b) in respect of the part B business interruption caused by explosion originating in any vessel, machinery or apparatus or its contents belonging to you or under your control which requires an examination to comply with any statutory regulation unless such vessel, machinery or apparatus is the subject of a policy or other contract providing the required inspection service.

3. **Aircraft**
   Aircraft or other aerial devices or articles dropped from them.

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

5. **Earthquake**
   Earthquake.

6. **Subterranean Fire**
   Subterranean fire.

7. **Storm and Flood**
   Storm or flood excluding damage or business interruption:
   a) attributable solely to change in the water table level
   b) caused by frost, subsidence, ground heave or landslip
   c) in respect of movable property in the open, fences and gates.
8. Escape of Water or Beer
   Escape of water or beer from any tank, apparatus or pipe excluding damage or business interruption:
   a) caused by water discharged or leaking from any automatic sprinkler installation
   b) in respect of any building which is empty or not in use for more than 30 consecutive days.

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

10. Breakage or Collapse of Television, Radio or Mobile Telephone Signal Receiving Apparatus
    Breakage or collapse of television, radio or mobile telephone signal receiving apparatus.

11. Falling Trees or Branches
    Falling trees or branches.

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

13. Glass
    In the event of accidental breakage of fixed glass not otherwise insured at the premises for which you are legally responsible we will pay you the reasonable cost of:
    a) replacement of such glass with glass of a similar quality or as otherwise recommended by the British or European Standard at the time of breakage
    b) temporary boarding up necessarily incurred through breakage of the glass
    c) repairing damage to frames and framework of any description and the cost of removing or replacing any contents in order to replace the glass provided always that our liability any One Event will not exceed £5,000.

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

14. Subsidence
    Subsidence or ground heave of any part of the site on which the property stands or landslip excluding:
    a) damage or business interruption arising from damage to adjoining and specifically associated yards, car parks, roads, pavements, forecourts, walls, gates, fences and exterior swimming pools unless a building insured at the same premises is also damaged
    b) damage or business interruption caused by or consisting of:
       i) the normal settlement or bedding down of new structures
       ii) the settlement or movement of made-up ground
       iii) coastal or river erosion
       iv) defective design or workmanship or the use of defective materials
       v) fire, explosion, earthquake or escape of water
    c) damage or business interruption which originated prior to the inception of this cover
    d) damage or business interruption resulting from:
       i) demolition, construction, structural alteration or repair of any property
       ii) groundworks or excavation
    at the same premises.
Supplementary Condition
This cover will be invalidated if the risk of damage or business interruption is increased without our written consent by reason of demolition, groundworks, excavation or construction being carried out on any adjoining site.

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

We will also indemnify you for the cost of:
  1) repair of damage to the buildings caused by theft or attempted theft of the property insured where you are legally responsible for the cost of repairing such damage
  2) external glazing and the cost of boarding up provided always that this is directly accompanied by theft or attempted theft of property insured
  3) replacement of locks at the premises made necessary by theft or attempted theft that is not excluded by this insurance of keys, card keys, swipe cards or other similar access control devices from the premises or from the home of any adult person authorised to hold such keys, card keys, swipe cards or other similar access control devices but excluding the cost of replacing safe or strongroom locks. Our liability any One Event will not exceed £500.
  4) damage by theft accompanied by forcible and violent entry to or exit from buildings at the premises caused with the connivance of any director, employee or volunteer.

16. All Other Damage
Being all risks of accidental damage to the property insured excluding:
  a) damage or business interruption caused by insured perils 1 to 13 above whether insured or not or specifically excluded by those insured perils
  b) damage or business interruption resulting from or caused by:
    i) asbestos material removal
    ii) demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material
    iii) any governmental direction or request declaring that asbestos material present in, part of or utilised on any undamaged portion of the property insured must be removed or modified
  c) damage or business interruption caused by or consisting of:
    i) inherent vice, latent defect, gradual deterioration, wear and tear or its own faulty or defective design or materials
    ii) faulty or defective workmanship, operational error or omission on the part of any director, employee or volunteer
      but this will not exclude subsequent damage or business interruption which itself results from a cause not otherwise excluded
  d) damage or business interruption caused by or consisting of:
    i) corrosion, erosion, oxidation, rust, wet or dry rot, shrinkage, evaporation, loss of weight, mould, dampness, dryness, marring, scratching, vermin, insects
    ii) change in temperature, humidity, colour, flavour, texture or finish or action of light
    iii) theft or attempted theft
iv) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of associated steam and feed piping

v) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates

vi) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

vii) the deliberate act of withholding the provision of extranets or access to or presence on the internet or access to application and related services over the internet

but this will not exclude:

1) such damage or business interruption not otherwise excluded which itself results from any other accidental damage

2) subsequent damage or business interruption which itself results from a cause not otherwise excluded

e) damage or business interruption caused by or consisting of:

i) subsidence, ground heave or landslip

ii) normal settlement or bedding down of new structures

iii) acts of fraud or dishonesty

iv) 1) disappearance

2) unexplained or inventory shortage, misfiling or misplacing of information

3) bookkeeping, accounting or billing errors or omissions

4) shortages due to error or omission

v) erasure, loss, distortion or corruption of information on computer systems or other records, programs or software

f) damage to buildings or any structure caused by its own collapse or cracking

g) damage or business interruption other than by fire or explosion resulting from its undergoing any process of production, packing, testing, commissioning, repairing, adjusting, treatment, servicing or maintenance operation

h) damage to:

i) paintings, etchings, pictures, books, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewellery, curiosities and bric-a-brac, porcelain and similar property of rarity, historical value or artistic merit

ii) property in transit

iii) glass other than fixed glass, china, earthenware, marble or other fragile or brittle objects

i) in respect of part A unless specifically mentioned as insured and in respect of part B property or structures in the course of construction or erection and material or supplies in connection with all such property in the course of construction or erection.
Part C – ‘All Risks’

Section 1 – Special Definition

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

Section 2 – The Cover

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

Provided always that our liability will not exceed:

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

2.1 Computer Breakdown

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

Section 3 – Special Exclusions

This part does not cover:

1. Changes in Environment or Mechanical or Electrical Breakdown

damage caused by or consisting of:

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

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

2. Computer Systems Records

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

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

3. Confiscation

confiscation, destruction or detention by customs or other authorities

4. Consequential Loss

consequential loss of whatsoever nature

5. Deliberate Act or Extranet or Intranet Provider

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

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

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

damage caused by or consisting of:

a) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in water table level or its faulty or defective design or materials

b) faulty or defective workmanship, operational error or omission on the part of any director, employee or volunteer

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

c) pollution or contamination

8. Fraud or Dishonesty

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

9. Maintenance and Testing

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

10. Riot, Civil Commotion or Strike

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

11. Theft from Unattended Motor Vehicles

theft from an unattended motor vehicle unless:

a) the property insured is concealed from view in a glove compartment or locked luggage compartment; and

b) all doors are locked; and

c) all windows and the roof are closed and fastened; and

d) all security devices are put in full and effective operation; and

e) all keys or any other removable ignition device of the vehicle are removed

12. Unexplained Losses

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

Section 4 – Special Provision

1. Underinsurance

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

For the avoidance of doubt solely in respect of any item under this policy that is declared to be subject to underinsurance clause c) iii) of general condition 5 will not apply.
Additional Covers to Parts A and C

Applicable to parts A and C

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

2. **Capital Additions and Alterations**
   These parts include:
   a) any newly acquired buildings or contents not otherwise insured within the territorial limits
   b) completed alterations, additions or improvements to buildings or contents
   but not in respect of any appreciation in value during the current period of insurance at any of the premises insured.
   Provided always that:
   i) at any one site our liability will not exceed £1,000,000
   ii) you will supply to us details of such extensions of cover within 180 days and effect specific insurance retrospective to the date of the commencement of our liability
   iii) the provisions of this clause will be fully maintained notwithstanding any specific insurance effected under ii) above.

3. **Debris Removal**
   The insurance under each item includes an amount in respect of reasonable costs and expenses necessarily incurred with our consent in:
   a) removing debris of
   b) dismantling and/or demolishing
   c) shoring up or propping
   d) boarding up
   e) weatherproofing
   the property insured following Damage.

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

5. **European Union and Public Authority Requirements (including Undamaged Property)**
   Subject to the following Supplementary Conditions these parts in respect of buildings and contents include the additional cost of reinstatement including demolition and site clearance incurred solely by reason of the necessity to comply with the stipulations of:
   a) European Union legislation
   b) building or other regulations under or framed in pursuance of any Act of Parliament or by-law of any public authority
   hereinafter referred to as ‘the Stipulations’ in respect of Damage to the property insured and undamaged portions thereof.
We will not pay for:

i) the cost incurred in complying with the Stipulations:
   1) in respect of damage not insured under these parts
   2) under which notice has been served upon you prior to the happening of the Damage
   3) for which there is an existing requirement which has to be implemented within a given period
   4) in respect of property entirely undamaged

ii) the additional cost that would have been required to make good the property suffering Damage to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen

iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by its owner by reason of compliance with the Stipulations.

Supplementary Conditions

1. The work of reinstatement must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as we may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to our liability under this clause not being increased.

2. If our liability in respect of any item under these parts apart from this clause is reduced by the application of any of the terms and conditions of these parts then our liability under this clause will be reduced in like proportion.

3. The total amount recoverable under this clause will not exceed:
   a) in respect of the property suffering Damage:
      i) 15% of its sum insured
      ii) where the sum insured under the item applies to property at more than one premises 15% of the amount for which we would have been liable had the property insured under the item at the premises where the Damage has occurred been wholly destroyed
   b) in respect of undamaged portions of property other than foundations 15% of the total amount for which we would have been liable had the property insured under the item at the premises where the Damage has occurred been wholly destroyed.

6. Fire Extinguishment
   These parts include reasonable costs and expenses necessarily incurred by you for:
   a) refilling fire extinguishing appliances
   b) recharging gas flooding systems
   c) replacing used sprinkler heads
   d) refilling sprinkler tanks where water costs are metered
   e) resetting fire and intruder alarms
   f) fire brigade charges
   following Damage.
   Provided always that our liability any One Event will not exceed £10,000.

7. Landscaped Gardens
   These parts include reasonable costs and expenses necessarily incurred with our consent in making good damage caused by the emergency services to landscaped gardens or grounds at the premises caused by Damage but excluding:
   a) the cost of movement of soil other than as necessary for surface preparation
   b) the failure of trees, shrubs, plants or turf to become established following replanting
   c) the failure of seeds to germinate.
   Provided always that our liability any One Event will not exceed £10,000.
8. **Metered Water**
These parts include the cost of metered water for which you are legally responsible arising from its escape.

Provided always that:

a) the amount payable in respect of any one premises is limited to such excess water charges resulting from accidental escape of water from pipes, apparatus or tanks in consequence of Damage

b) our liability any One Event will not exceed £10,000.

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

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

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

Provided always that:

a) all practicable steps are taken to terminate such unauthorised use as soon as it is discovered

b) our liability any One Event will not exceed £10,000.

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

Applicable to parts A and C.

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

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

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

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

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

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

   For the avoidance of doubt solely in respect of any item under this policy that is declared to be subject to underinsurance clause c) iii) of general condition 5 will not apply.
Special Conditions to Parts A and C

Applicable to parts A and C.

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

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

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

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

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

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

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

d) for any system that incorporates an automatic transmission system between any protected building and a central monitoring station you will:
   i) appoint at least two keyholders and lodge written details with the police and any central monitoring station; and
   ii) notify the police and the central monitoring station of any changes to keyholder details; and
   iii) ensure that in the event of notification of any activation of the system or interruption of any means of communication a keyholder attends the premises without delay.

3. Physical Protection
It is a condition precedent to our liability that:

a) any additional protection required by us will be fitted in accordance with our requirements and together with all other devices for the protection of the property insured will be kept in good order and put into full and effective operation whenever the premises are closed for business or unattended; and

b) you will maintain security of any key or other device and record of a code relative to the security of the premises or to any safe or strongroom containing the property insured and these will be removed from the premises whenever they are closed for business or unattended except that where a portion of the premises is occupied residually by you or any director, employee or volunteer any key or other device and record of a code will be removed from the business portion of the premises.
Exclusions to Parts A, B and C

We will not pay for:

Applicable to part A:

1. **Consequential Loss**
   consequential loss of whatsoever nature except loss of rent if insured

2. **Excesses**
   each claim arising from the following insured perils will be subject to the **excess** applying to each and every loss at each and every separate **premises**:
   - 4 Malicious Persons
   - 7 Storm or Flood
   - 8 Escape of Water or Beer
   - 11 Falling Trees or Branches
   - 14 Subsidence
   - 15 Theft
   - 16 All Other Damage

3. **Property More Specifically Insured**
   any **property** more specifically insured

Applicable to parts A and B:

4. **Pollution or Contamination**
   **damage** to **property** caused by or **business interruption** resulting from pollution or contamination but this will not exclude **damage** or **business interruption** not otherwise excluded caused by:
   a) pollution or contamination which itself results from a **defined peril**
   b) a **defined peril** which itself results from pollution or contamination

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

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

   Applicable to part C:

7. **Excess**
   any **excess** which will apply to each and every loss

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

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

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

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

Applicable only where stated in the schedule

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

**Supplementary Conditions**

1. Our liability for the repair of partially damaged **property** will not exceed the amount which would have been payable had such **property** been wholly destroyed.

2. No payment beyond the amount which would have been payable in the absence of this clause will be made:
   a) unless **reinstatement** commences and proceeds without delay
   b) until the cost of **reinstatement** has been incurred
   c) if the **property** insured at the time of its Damage is insured by any other insurance effected by or on your behalf which is not on the same basis of **reinstatement**.

3. All the terms and conditions of this part will apply:
   a) in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
   b) where claims are payable as if this clause had not been incorporated.

4. If at the time of **reinstatement** the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **property** covered under any item subject to this clause exceeds its sum insured at the commencement of any Damage our liability will not exceed that proportion of the amount of the Damage which the said sum insured bears to the sum representing the total cost of reinstating the whole of such **property** at that time.

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

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

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

3. **Unoccupied Buildings**
   Immediately **you** become aware **you** will notify **us** when any **building** becomes empty or not in use or when such **building** or a portion of it becomes occupied and **you** will:
   a) take immediate steps to effect such additions to or variations in the protections of the **property** insured as **we** may require; and
   b) pay an additional premium if required.

   Immediately **you** become aware that any **building** is empty or not in use **you** will:
   
   i) turn off all mains services except for the electricity supply to maintain any fire or intruder alarm system; and
   
   ii) completely drain the water system except that during the period 1 October to 1 April each year any central heating systems may be kept working at a minimum temperature of 5 degrees celsius. Where sprinkler systems are installed and water supplies must be maintained heating must be kept at a minimum temperature of 5 degrees celsius; and
   
   iii) arrange internal and external inspections of the **building** by an authorised representative, ensure such inspections are recorded and carried out at a frequency to be notified in writing by **us** and remove all waste and repair all damage identified in the course of such inspections without delay; and
   
   iv) seal up all letter boxes and take steps to prevent accumulation of mail; and
v) secure the **building** against unlawful entry by closing and locking doors and windows and setting any fire or intruder alarm systems.

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

**Supplementary Conditions**

1. At the inception of each period of insurance **you** will provide **us** with the Declared Value of the **property** to be insured under each item. In the absence of a declaration the last amount declared by **you** will be taken as the Declared Value for the ensuing period of insurance.

2. All the terms and conditions of this part will apply where claims are payable as if this clause had not been incorporated except the sum insured will be limited to the percentage of the Declared Value stated in the schedule.

3. Endorsement 1 Supplementary Condition 4 is held to read ‘If at the time of Damage the Declared Value of the **property** covered by an item is less than the cost of **reinstatement** at the inception of the period of insurance then **our** liability for Damage will not exceed that proportion which the Declared Value bears to such cost of **reinstatement**.

5. **Automatic Fire Alarm Installation**
   It is a condition precedent to **our** liability in respect of Damage that for any automatic fire alarm installation in **your** custody or control **you** will:
   a) not make without **our** written consent any alteration or variation to any installation which has been required by **us**; and
   b) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed; and
   c) carry out the maintenance procedures specified by the manufacturers of the equipment; and
   d) notify **us** immediately of any disconnection or failure likely to leave any area unprotected for 12 hours or more; and
   e) record details of any alarm activation, fault, test, maintenance and disconnection and keep such details available for examination by **our** representatives.

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

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

Section 1 – Special Definitions

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

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

**Loss of Sight**
Permanent and total loss of sight:

a) in both eyes if the Person Insured’s name is entered on the register of blind persons on the authority of a fully qualified ophthalmic specialist

b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

**Non-Negotiable Money**
Any crossed cheque, crossed bankers’ or giro draft, crossed money order, crossed postal order and premium savings bond.

**Person Insured**
Any person aged between 16 and 69 years inclusive excluding:

a) an employee of a security company or similar organisation

b) any person committing or attempting robbery.

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

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

Section 2 – The Cover

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

2.1 Damage to Property
This part includes damage as a direct result of theft or attempted theft of money to:

a) clothing or personal effects of the Person Insured not exceeding £1,500 in respect of any one Person Insured

b) any franking machine, safe, strongroom or security case, bag, money belt or waistcoat, cash carrying case or similar cash carrying device designed for the safe carriage of money up to the reinstatement cost.

2.2 Personal Injury
If during the period of insurance any Person Insured sustains Bodily Injury arising from theft or attempted theft of money as a result of which death or disablement occurs independently and exclusively of any other cause within 24 months of sustaining such Bodily Injury we will pay you the sum stated in the table of benefits.
Table of Benefits
1. Death, Loss of Limb or Loss of Sight £10,000
2. Permanent total disablement other than stated in 1) above from engaging in Usual Occupation £10,000
3. Temporary disablement from engaging in Usual Occupation for a maximum period of 104 weeks from date of disablement Normal Weekly Earnings up to £150 per week

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

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

Section 3 – Special Exclusions
This part does not cover any loss of money:

1. Cash Dispensers
   from any automated teller machine or cash dispenser

2. Employee Dishonesty
   due to fraud or dishonesty on the part of any director, employee or volunteer but this exclusion will not apply to loss arising from fraud or dishonesty which is discovered within 72 hours provided always that:
   a) such loss is not recoverable under a fidelity, employee dishonesty or similar policy of insurance
   b) our liability will not exceed the amount stated in the schedule against item 2 c) i)

3. Error or Omission
   arising from error or omission in receipts, payments or accounting practice

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

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

6. Terrorism
   loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with terrorism.
   In any action or suit or other proceedings where we allege that by reason of this exclusion cover is not provided under this part the burden of proving that cover is provided under this part will be upon you

7. Transit by Post
   in the mail other than sent by special delivery

8. Unattended Vehicles
   in excess of £100 from an unattended vehicle.
Section 4 – Special Conditions

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

<table>
<thead>
<tr>
<th>Amount Carried</th>
<th>Minimum Number of Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to £3,000</td>
<td>1</td>
</tr>
<tr>
<td>Over £3,000 and up to £7,500</td>
<td>2</td>
</tr>
<tr>
<td>Over £7,500 and up to £10,000</td>
<td>3</td>
</tr>
<tr>
<td>Over £10,000</td>
<td>specialist security organisation</td>
</tr>
</tbody>
</table>

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

3. Security of Safe and Strongroom Keys and Combination Codes
It is a condition precedent to our liability that whenever the office, room or area in which a safe or strongroom containing money is situated is unattended:

a) such safe or strongroom will be securely locked

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

Section 1 – Special Definitions

Clean Up Costs
a) Testing for or monitoring of Pollution or Contamination
b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

Costs and Expenses
a) Claimants’ costs and expenses which you become legally liable to pay
b) costs incurred with our written consent in defending any claim for damages
c) costs incurred with our written consent for:
   i) representation at any coroner’s inquest or fatal injury inquiry
   ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this part.

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

Enforcing Authority
Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

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

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

Injury
Bodily injury, illness or disease (including death).

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

Products
Goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by you or on your behalf in the business.
**Remediation**
Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

**Section 2 – The Cover**
We will indemnify you in respect of all sums which you may become legally liable to pay as damages in respect of:

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

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

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

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

Provided always that we will not be liable:

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

**2.2 Corporate Manslaughter and Corporate Homicide Act 2007**
We will also indemnify you in respect of legal costs and expenses incurred with our prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the business.

Provided always that:

a) your liability under this clause will not exceed the limit of indemnity stated in the schedule. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule  
b) this clause will apply only to proceedings brought in the territorial limits  
c) we must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of you  
d) you will give us immediate notice of any summons or other process served upon you which may give rise to proceedings under this clause  
e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding  
f) we will be under no liability:
   i) where you have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge  
   ii) in respect of fines or penalties of any kind  
   iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
      1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder  
      2) the Food Safety Act 1990 or any regulations made thereunder  
      3) the Consumer Protection Act 1987 or any regulations made thereunder
iv) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance

g) where we have already indemnified you in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at our liability payable under this clause.

2.3 Costs of Criminal Proceedings
We will also indemnify you and at your request any director, Employee or volunteer against:

a) legal costs and expenses incurred with our written consent

b) costs incurred with our written consent in the defence of any criminal proceedings brought against you or such director, Employee or volunteer for an alleged breach of:

i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

ii) Part II of the Consumer Protection Act 1987

iii) Part II of the Food Safety Act 1990

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

Provided always that this indemnity will not apply to:

1) fines or penalties of any kind

2) costs in respect of which you or any director, Employee or volunteer has effected a more specific legal expenses protection or insurance

3) proceedings or appeals consequential upon any deliberate act or omission and you will immediately repay us all costs and expenses paid by us prior to any deliberate act or omission being established

4) proceedings related to health, safety or welfare of employees.

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

a) any director £500

b) any Employee or volunteer £250

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

Provided always that we will not be liable:

a) for the cost of remedying any defect or alleged defect in the said premises

b) in respect of liability more specifically insured under any other insurance.

2.6 Environmental Clean Up Costs
We will indemnify you in respect of all sums including statutory debts that you are legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place
b) **our** liability under this Extension will not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum we will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule.

c) **immediate loss prevention or salvage action is taken and the appropriate authorities are notified.**

**Exclusions**

We will be under no liability:

1. in respect of Clean Up Costs for **damage** to **your** land, **premises**, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
2. for **damage** connected with pre-existing contaminated property
3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
4. in respect of removal of any risk of an adverse effect on human health on **your** land, **premises**, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by **you** or where they have knowingly deviated from environmental protection rulings or where **you** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for **damage** caused by the ownership or operation on behalf of **you** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
12. for **damage** which is covered by a more specific insurance policy
13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by **you**.

**2.7 Financial Loss**

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

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

We will not pay for Financial Loss:

a) caused by **your** failure to fulfil **your** obligations under any contract entered into with the claimant
b) arising from Products
c) arising from libel, slander, defamation, malicious falsehood or injurious falsehood.
2.8 Indemnity to Other Persons
In the event of any claim in respect of which you would be entitled to receive indemnity under this part being brought or made against:

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

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

Provided always that:
i) you would have been entitled to indemnity had the claim been made against you; and
ii) such person is not entitled to indemnity under any other insurance; and
iii) such person will as though they were you observe, fulfil and be subject to the terms and conditions of this part; and
iv) such person was at the time of the incident giving rise to the claim acting within the scope of their authority; and
v) we will not be liable unless we have the sole conduct and control of all claims.

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

2.10 Legionella
We will also indemnify you in respect of all sums which you may become legally liable to pay as damages in respect of Pollution or Contamination caused by or arising from any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Provided always that:
a) all Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like will be deemed to have occurred on the date that you first become aware of circumstances which have given or may give rise to such Pollution or Contamination
b) regular assessments are carried out of all water systems to assess the risk of legionella and any risks identified in the risk assessment are suitably managed
c) we will be under no liability under this clause:
i) if before the current period of insurance you have become aware of circumstances which have or may give rise to such Pollution or Contamination
ii) unless you at the time Pollution or Contamination which arises out of or as a consequence of discharge, release or escape of legionella or other airborne pathogens is deemed to have occurred is in compliance with the Health and Safety Commission’s Approved Code of Practice entitled “Legionnaires Disease – the control of legionella bacteria in water systems”
d) you will give notice in writing to us immediately on becoming aware of circumstances which have given or may give rise to a claim under this clause
e) our total liability under this clause will not exceed in the aggregate the sum stated in the schedule as the limit of indemnity in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

Special exclusion 8 will not apply to this clause.

You will at inception of this clause and annually thereafter provide to us details of the number of premises owned or operated by you where cooling towers and or evaporative condensers are present.
2.11 Personal Liability
At your request this part will apply to the personal liability of any:

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

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

Section 3 – Special Exclusions
This part does not cover:

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

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

3. Courts Jurisdiction
   any claim made or brought:
   a) in the United States of America or Canada or territories under their jurisdiction
   b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

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

5. Foreign Operations
   any associated or subsidiary company of yours or branch office or representative of yours with power of attorney domiciled outside the territorial limits

6. Liquidated or Punitive Damages
   any amount in respect of:
   a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
   b) exemplary or punitive damages awarded by any court of law outside the territorial limits.

7. Motor
   liability arising from the ownership or possession or use by you or on your behalf of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle:
   a) which is licensed for road use
   b) for which compulsory motor insurance or security is required
   c) which is more specifically insured.
Provided always that this exclusion will not apply in respect of:

i) liability not more specifically insured under any other policy arising during the act of loading or unloading any mechanically propelled motor vehicle, plant or attachment of the motor vehicle or the bringing to or the taking away of a load from such vehicle, plant or attachment

ii) the use of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required

iii) the authorised movement on your premises or contract site of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle unless more specifically insured or unless compulsory motor insurance or security is required

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

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

10. Property Damage and Defective Work
a) damage to that part of any property upon which you or any servant or agent of yours is or has been working where the damage is the direct result of faulty workmanship prior to the sale or transfer of the property to some other party

b) damage to land or property previously owned by you but sold or transferred to another party where such damage results from a defect in that land or property

c) losses consequent upon damage to property designed by you or on your behalf and subsequently sold or transferred to some other party

d) the cost of rectifying defective work carried out by or on behalf of you

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

a) the personal effects including vehicles or their contents of any director, Employee, volunteer or visitor

b) buildings or their contents temporarily occupied by you for the purpose of carrying out work therein or thereon

c) premises or their fixtures and fittings hired, rented, leased or lent to you other than such damage if liability is assumed by you under a tenancy or other agreement and would not have attached in the absence of such agreement

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

13. Vessels and Craft
liability arising from the ownership or possession or use by you or on your behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.
Section 4 – Special Provisions

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

2. Limit of Indemnity
   The limit of indemnity stated in the schedule is our monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:
   a) Products
   b) Pollution or Contamination
   where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

3. Limit of Indemnity – Terrorism
   The limit of indemnity in respect of any claim against or by you or series of claims against or by you arising directly or indirectly from a single act of terrorism will be £5,000,000.
Part F – Hirers’ Liability

Section 1 – Special Definitions

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

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

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

Injury
Bodily injury, illness or disease (including death).

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

Section 2 – The Cover
We will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages in respect of:
a) accidental Injury to any person other than an employee of the Hirer if such Injury arises out of and in the course of the employment by the Hirer
b) accidental damage to the premises or the contents of the premises subject to our liability not exceeding £1,000,000 any one claim in respect of legal liability which attaches to the Hirer solely by reason of the Agreement that would not have attached in the absence of the Agreement
c) accidental damage to other property not belonging to nor in the custody or control of the Hirer or any person in the Hirer’s service occurring during the period of insurance arising out of the activities of the Hirer at the premises.

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

Section 3 – Special Exclusions
This part does not cover:

1. Courts Jurisdiction
   any claim made or brought:
   a) in the United States of America or Canada or territories under their jurisdiction
   b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

2. Defective Work and Damage to Products
   a) the cost of rectifying defective work carried out by or on behalf of the Hirer
   b) the cost of replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of any goods or property sold or supplied by the Hirer or damage to the goods or property itself
3. **Excess**  
the first £100 of each and every claim for damage to the premises or contents caused other than by fire or explosion

4. **Liquidated or Punitive Damages**  
any amount in respect of:  
a) liquidated damages, fines or penalties which attach solely because of a contract or agreement  
b) exemplary or punitive damages awarded by any Court of Law outside the territorial limits.

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

6. **Political or Business Use**  
liability arising out of the use of the premises for:  
a) any meetings organised by any political party  
b) commercial or business use

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

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

9. **Professional Advice, Design or Specification**  
liability arising out of professional advice, design or specification provided by the Hirer or anything used or supplied in such connection

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

Section 4 – Special Provisions

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

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

3. **Limit of Indemnity – Terrorism**  
The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from a single act of terrorism will be the limit of indemnity or £5,000,000 whichever is the lesser.
Part G – Employers’ Liability

Section 1 – Special Definitions

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

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

Injury
Bodily injury, illness or disease (including death).

Section 2 – The Cover
We will indemnify you in respect of all sums which you may become legally liable to pay as damages in respect of Injury caused during the period of insurance to any Employee arising out of and in the course of their employment by you in the business.

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

2.1 Corporate Manslaughter and Corporate Homicide Act 2007
We will also indemnify you in respect of legal costs and expenses incurred with our prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the business.

Provided always that:
a) our liability under this clause will not exceed the limit of indemnity stated in the schedule.
   This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
b) this clause will apply only to proceedings brought in the territorial limits
c) we must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of you
d) you will give us immediate notice of any summons or other process served upon you which may give rise to proceedings under this clause
e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
f) we will be under no liability:
   i) where you have committed any deliberate or intentional criminal act giving rise to a 
corporate manslaughter or corporate homicide charge
   ii) in respect of fines or penalties of any kind
   iii) in respect of the defence of any criminal proceedings brought or in an appeal against 
conviction arising from such proceedings in respect of a breach of:
      1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act 
(Northern Ireland) Order 1978 or any regulations made thereunder
      2) the Food Safety Act 1990 or any regulations made thereunder
      3) the Consumer Protection Act 1987 or any regulations made thereunder
   iv) where indemnity for defence costs is available from any other source or is provided under any 
other insurance or where but for the existence of this clause indemnity would have been 
provided by such other source or insurance

g) where we have already indemnified you in respect of legal costs or expenses incurred in the 
defence of any criminal proceedings arising out of the same cause or occurrence which gave rise 
to the charge of and or investigation connected with corporate manslaughter or corporate 
homicide under another clause applicable to this part the amount paid under that clause will be 
taken into account in arriving at our liability payable under this clause.

2.2 Court Attendance Costs
We will pay you the daily rates stated below if any of these people are required to attend court as a 
witness at our request:
   a) any director £500
   b) any Employee or volunteer £250

2.3 Health and Safety at Work Defence Costs
We will also indemnify you and at your request any director, Employee or volunteer against:
   a) costs and expenses incurred with our prior consent
   b) costs awarded against you or such director, Employee or volunteer
in the defence of any criminal proceedings arising from an alleged breach of the Health and Safety at 
Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 occurring during 
the period of insurance in the course of the business including in any appeal against conviction 
arising from such proceedings.
Provided always that this will not apply to:
   i) fines or penalties of any kind
   ii) costs in respect of which you or any director, Employee or volunteer has effected a more 
specific legal expenses protection or insurance
   iii) proceedings or appeals consequent upon any deliberate act or omission and you will immediately 
repay us all costs and expenses paid by us prior to any deliberate act or omission being established
   iv) proceedings not related to the health, safety or welfare of an Employee.

2.4 Indemnity to Other Persons
We will also indemnify at your request:
   a) any director, Employee or volunteer
   b) any principal for whom you are or have been carrying out work but only to the extent required 
under the contract for the work.
Provided always that:
   i) such person is not entitled to indemnity under any other insurance; and
   ii) such person will as though they were you observe, fulfil and be subject to the terms and 
conditions of this part; and
   iii) we will not be liable unless we have the sole conduct and control of all claims.
2.5 Unsatisfied Court Judgments
If any Employee or their personal representative obtains a judgment from a court within the territorial limits for damages for Injury against any company or individual operating from premises within the territorial limits and that judgment remains unpaid for more than 6 months after the date of the award we will pay at your request the amount of any unpaid damages and awarded costs to the Employee or their personal representative.

Provided always that:

a) the bodily injury:
   i) is caused during the period of insurance
   ii) arises out of and in the course of employment in the business

b) there is no appeal outstanding.

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

Section 3 – Special Exclusions
This part does not cover:

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

2. Work Offshore
   liability for Injury caused:
   a) on any offshore installation or support or accommodation vessel for any offshore installation
   b) in transit to from or between any offshore installation or support or accommodation vessel for any offshore installation

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

Section 4 – Special Provisions

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

2. Limit of Indemnity – Terrorism
   The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from terrorism is £5,000,000.
Part H – Libel and Slander

Section 1 – Special Definition

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

Section 2 – The Cover
We will indemnify you in respect of all sums which you may become legally liable to pay as damages for:

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

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

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

In addition we will pay Costs and Expenses.

2.1 Indemnity to Other Persons
We will also indemnify under the terms of this part at your request any director or employee.

Provided always that:

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

Section 3 – Special Exclusions
This part does not cover:

1. Courts Jurisdiction
   any claim made or brought:
   a) in the United States of America or Canada or territories under their jurisdiction
   b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

2. Excess
   the excess stated in the schedule which will apply to each and every claim or series of claims arising from one publication or utterance
3. **Exemplary or Punitive Damages**
   any amount in respect of exemplary or punitive damages

4. **Malicious Falsehood or Injurious Falsehood**
   liability arising from malicious falsehood or injurious falsehood.

**Section 4 – Special Provisions**

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

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

3. **Limit of Indemnity**
   The limit of indemnity stated in the schedule is our monetary limit in respect of the insurance provided under this part (including all Costs and Expenses) and applies in the aggregate to:
   a) all claims made during any one period of insurance; and
   b) all damages and Costs and Expenses incurred or awarded in connection with any one publication or utterance whether all claims in respect of such publication or utterance are made during the same period of insurance or not.
Part I – Motor

Section 1 – Special Definitions

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

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

Certificate
The current certificates of motor insurance issued by us.

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

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

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

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

Insured Person
a) You
b) the Driver
c) at your request:
   i) any principal, director, employee or volunteer of yours
   ii) any Passenger
   iii) the owner of a Vehicle on hire or loan or leased to you
   iv) any member or committee member of your sports or social club
   v) the hirer of any agricultural tractor or self-propelled agricultural or forestry machine provided always that such hire is permitted under the terms of the Certificate

d) any person who with your permission is using but not driving the Vehicle for social domestic and pleasure purposes provided always that such use is permitted under the terms of the Certificate
e) the employer or partner of any person whose business use is permitted under the terms of the Certificate.
**Licence**
Licence to drive a motor vehicle of the same class as the Vehicle.

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

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

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

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

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

**Vehicle**
Any motor vehicle (excluding a steam driven vehicle) as follows:
- a) Car meaning any private car, estate car, utility car or Minibus
- b) Motorcycle meaning any motorcycle, motorcycle and sidecar or moped
- c) Commercial Vehicle meaning any motor vehicle other than a Car or Motorcycle which is insured under this part and described in the Certificate.

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

**Section 2 – Extent of Cover**
Cover only applies within the Geographical Limits. The extent of cover applicable is as stated in the schedule or any relevant endorsement and the following meanings apply to words or expressions used.

**Comprehensive**
The full insurance as written in this part.

**Third Party Fire and Theft**
Section 5 does not apply except for damage to the Vehicle by:
- a) fire, lightning, self ignition or explosion
- b) theft or attempted theft.

Sections 6 and 7 do not apply.

**Third Party**
Sections 5, 6 and 7 do not apply.

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

Sections 5, 6 and 7 do not apply.

**Section 3 – Excesses**
When cover is applicable you will be liable to pay or refund to us excesses in the amounts which are stated in the schedule and which apply in respect of claims and expenses as follows.
Accidental Damage
All claims and expenses under section 5 other than claims in respect of:

a) breakage of glass in the windscreen, windows or sunroof of the Vehicle or the scratching of bodywork caused by such breakage

b) damage to the Vehicle caused by:
   i) fire, lightning, self ignition or explosion
   ii) theft or attempted theft.

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

Personal Effects
All claims and expenses under section 6.

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

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

Section 4 – Liability to Third Parties

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

In addition we will pay Costs and Expenses.

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

We will not be liable for:

a) damage to a disabled motor vehicle

b) any liability if a disabled motor vehicle is being towed otherwise than in accordance with the law

c) damage to property being carried in or on a disabled motor vehicle.

4.2 Indemnity to Personal Representatives
Following the death of any person entitled to indemnity we will in respect of the liability incurred indemnify such person’s personal representatives.

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

a) when the motor vehicle is parked in a position which obstructs the legitimate passage or the loading or unloading of the Vehicle

b) for movement of a motor vehicle within the vicinity of any premises owned or occupied by you

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

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

b) damage to property in or on the motor vehicle.

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

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

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

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

Provided always that:

a) such vehicle is not your property or held by you under a hire purchase agreement or hired by or leased to you
b) you have taken all reasonable steps to ensure that there is in force in respect of such vehicle an insurance that is valid for such use
c) if any claim covered by this clause is covered by any other insurance then notwithstanding general condition 10 we will not be liable to make any contribution to such claim
d) motor vehicle does not include any vehicle registered outside the territorial limits.

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

Exclusions to Section 4
This section does not cover:

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

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

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

3. Defective Goods or Treatment
death of or bodily injury to any person or damage to property caused by or attributable to:
a) any defect in or the action of any commodity or goods or anything including any packaging, container and label transported by or disposed of from the Vehicle or any motor vehicle not your property or provided by you
b) treatment given or services provided at or from the Vehicle or any other motor vehicle

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

5. Loading or Unloading
death of or bodily injury to any person or damage to property caused or occurring beyond the limits of any Road in connection with:
a) the bringing of the load to any Vehicle for loading thereon
b) the taking away of the load from any Vehicle after unloading therefrom
by any person other than the Driver or attendant of such Vehicle

6. Other Insurances
any person other than you if that person is entitled to indemnity under any other insurance

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

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

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

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

9. Tool of Trade
death of or bodily injury to any person or damage to property caused by or arising while a Commercial Vehicle or plant forming part of such Commercial Vehicle or attached thereto is working as a tool of trade
This exclusion does not apply to any:
a) goods carrying Commercial Vehicle
b) forklift truck
c) agricultural tractor, self-propelled agricultural or forestry machine or any trailer attached to such vehicle other than death of or bodily injury to any person or loss of or damage to property caused by or attributable to the spraying or spreading of any chemical by any agricultural tractor, self-propelled agricultural or forestry machine or any trailer attached to such vehicle
10. Unlicensed Drivers
liability if to the knowledge of the Insured Person the Driver does not hold a Licence unless the Driver has held and is not disqualified from holding or obtaining such a Licence.

11. Wrongful Delivery
death of or bodily injury to any person or damage to property directly or indirectly caused by:
  a) delivery of a load where such delivery was not authorised, not ordered or unlawful
  b) delivery whether correctly or incorrectly carried out to your customer of goods which do not
     conform strictly to the specification of or the order for the goods made by such customer.

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

Exclusion 10 will not apply in respect of section 4.5.

Provision to Section 4

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

Section 5 – Damage to Vehicles

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

Other than in respect of 5.2 New for Old the indemnity will not exceed the market value of the
Vehicle immediately before such damage.

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

5.2 New for Old
If any Car within one year of first registration is:
  a) damaged to the extent that the costs of repair would exceed 50% of the manufacturer’s
     recommended retail price plus taxes
  b) lost by theft and not recovered
we will replace it with a new Car of the same manufacturer and of the same or like type provided
always that:
  i) you request it; and
  ii) any other interested party known to us consents; and
  iii) such a replacement is available.

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

Provided always that:
  a) such Vehicle is covered against damage under this section
  b) the contribution relates to the value of such Vehicle.

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

5.5 Service and Repair
We will indemnify you when the Vehicle is in the custody or control of a member of the motor trade
for service or repair.
5.6 Theft of Keys
If the keys or any other removable ignition device or lock transmitter for the Vehicle are stolen by forcible and violent means or robbery we will at your request pay up to £500 in respect of any one occurrence for each Vehicle to replace:

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

Provided always that:

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

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

Exclusions to Section 5
This section does not cover:

1. Deception
damage caused by deception

2. Diminution in Value
any diminution in the value of the Vehicle

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

4. Theft when Keys Used
damage caused by theft or attempted theft while the ignition key or any other removable ignition device of the Vehicle has been left in or on the Vehicle

5. Wear and Tear, Depreciation, Loss of Use, Breakdown or Damage to Tyres
   a) wear and tear
   b) depreciation
   c) loss of use
   d) mechanical, electrical, electronic or computer breakage, failure or breakdown
   e) damage to tyres caused by braking or by cuts, punctures or bursts.

Provisions to Section 5

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

2. Repairs
You may authorise reasonable and necessary repairs without previously obtaining our consent provided always that notification in accordance with general condition 3 is given to us without delay and a detailed estimate of the costs of repair is sent to us as soon as possible.
Section 6 – Personal Effects

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

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

Exclusions to Section 6
This section does not cover:

1. **Goods or Samples**
   goods or samples carried in connection with any business

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

Section 7 – Medical Expenses

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

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

Section 8 – Optional Extensions

Applicable only where stated in the schedule

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

a) we will not be liable for the first 72 hours of such charges

b) the amount payable in respect of any one occurrence will not exceed the sum stated in the schedule.

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

General condition 10 will not apply.

V. **Loss of No Claim Discount or Excess**

Special Definitions

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

**No Claim Discount**
A discount allowed by an insurer by way of a reduction from normal premium payable in recognition of a period or periods of insurance without claim under a car or motorcycle policy.

**Insured Person**
Any director, employee or volunteer authorised by you to use a car or motorcycle in connection with the business.
The Cover
We will indemnify the Insured Person in respect of:

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

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

Exclusions
We will not pay for:

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

Supplementary Conditions
1. In the event of loss of No Claim Discount we will pay the loss of or reduction in the ensuing years No Claim Discount between that earned and that which would have been earned had the accident not occurred.

2. The calculation of the amount to be paid will be based on the scale of No Claim Discount in force at the time of the accident.

3. On request the Insured Person will provide from their car or motorcycle insurer evidence stating:
   a) the amount of No Claim Discount permanently lost
   b) the scale of No Claim Discount
   c) the date of the accident and location
   d) the amount and reason the Excess applied.

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

a) the amount payable in respect of any one occurrence will not exceed the sum stated in the schedule
b) no cover will apply in respect of the first 48 hours of any period of hire
c) we will not be liable as result of damage occurring elsewhere than within the territorial limits or the Republic of Ireland
d) you will take all reasonable steps to mitigate loss and expedite repairs reinstatement or replacement of the Vehicle.

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

a) the early termination is caused by or is as a direct result of damage giving rise to a valid claim under section 5
b) the amount payable in respect of any one occurrence will not exceed the sum stated in the schedule
c) we will not be liable in respect of a charge incurred as a result of excess mileage.
Section 9 – Special Exclusions

This part does not cover:

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

2. **Earthquake or Riot**
   any accident, death, bodily injury or damage to property except under section 4 arising during or in consequence of:
   a) earthquake occurring outside the territorial limits or any other member of the European Union
   b) riot or civil commotion occurring:
      i) in Northern Ireland
      ii) outside Great Britain, the Isle of Man, the Channel Islands or any other member of the European Union

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

4. **Unauthorised Use**
   any claim while the Vehicle is with your general consent being:
   a) used for any purpose not permitted under the Certificate
   b) driven by any person not authorised under the Certificate
   This exclusion will not apply to claims under sections 4.5 and 5.5

5. **Unlicensed Drivers**
   any claim while the Vehicle is being driven:
   a) by you unless you hold a Licence or have held and are not disqualified from holding or obtaining such a Licence
   b) with your general consent by any person who you know does not hold a Licence unless such person has held and is not disqualified from holding or obtaining such a Licence.
   This exclusion will not apply to claims under special provision 5.

Section 10 – Special Provisions

1. **Declared Trailers**
   The cover as stated in the schedule applies to any Trailer declared to us by identification mark as if it was a Vehicle while attached to or detached from the Vehicle and not attached to any other vehicle.
   We will not be liable for:
   a) any liability if a Trailer is being towed otherwise than in accordance with the law
   b) damage to property being carried in or on a Trailer.

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

3. **Joint Liabilities**
   If you comprises more than one party we will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if you comprised only one party and in any event will not exceed the relevant limit of indemnity.
4. **Undeclared Trailers**
   The cover applicable to the Vehicle applies to any Trailer attached to the Vehicle. Section 4 will also apply to a Trailer detached from the Vehicle and not attached to any other vehicle and being used by you but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

   We will not be liable for:
   
   a) any liability if a Trailer is being towed otherwise than in accordance with the law
   b) **damage to property** being carried in or on a Trailer.

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

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

**Section 11 – Special Conditions**

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

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

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

4. **Vehicle Security**
   You will take all reasonable steps to safeguard the Vehicle from **damage**.
Part J – Motor Legal Expenses and Uninsured Loss Recovery

Section 1 – Special Definitions

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

Geographical Limits
Any territory where cover is provided under part I.

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

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

Limit of Indemnity
£100,000 per claim.

Vehicle
Any vehicle insured under part I.

Section 2 – The Cover

In respect of an accident causing:

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

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

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

Section 3 – Special Exclusions

We will not pay for:

a) any claim reported to us more than 180 days after the date an Insured Person should have known about the insured accident
b) any claim where indemnity under part I has been declined
c) any Legal Expenses incurred before we accept a claim
d) any claim relating to a contract
e) fines, damages or other penalties which the Insured Person is ordered to pay by a court or other authority
f) any legal action an Insured Person takes which we or the Appointed Lawyer have not agreed to or where the Insured Person does anything that hinders us or the Appointed Lawyer.
Section 4 – Special Conditions

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

   b) Our Rights
      We:
      i) in civil cases can take over and conduct in the name of an Insured Person any claim, proceeding or investigation at any time and can negotiate any claim on behalf of an Insured Person
      ii) if we agree to start legal proceedings and it becomes mandatory for an Insured Person to be represented by a lawyer or if there is a conflict of interest an Insured Person can choose an Appointed Lawyer by sending us the suitably qualified person’s name and address.
      If we and the Insured Person disagree about the choice of Appointed Lawyer or about the handling of a claim we and the Insured Person can choose another suitably qualified person to decide the matter. We and the Insured Person must both agree to this in writing. If we cannot agree with the Insured Person about the choice of the second suitably qualified person we will ask the president of a relevant national law society to choose a suitably qualified person. If the Insured Person loses the disagreement they will have to pay the costs of settling it. If we lose the disagreement we will pay the costs of settling it.
      Before an Insured Person chooses a lawyer we can appoint an Appointed Lawyer
      iii) will appoint an Appointed Lawyer who will represent an Insured Person according to our standard terms of appointment. The Appointed Lawyer must co-operate fully with us at all times
      iv) will have direct contact with the Appointed Lawyer
      v) may decide to pay the Insured Person a reasonable sum of money in respect of the amount of damages that is being claimed against them instead of starting or continuing legal proceedings
      vi) if an Insured Person does not accept a reasonable offer to settle a claim may refuse to pay any further Legal Expenses
      vii) if in relation to any claim an Appointed Lawyer refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses an Appointed Lawyer without good reason will cease cover in relation to that claim at once unless we agree to appoint another Appointed Lawyer
      viii) if an Insured Person settles a claim or withdraws their claim without our consent or does not give suitable instructions to the Appointed Lawyer will cease cover in relation to that claim at once and we will be entitled to re-claim any Legal Expenses paid by us.
Part K – Inspection Contract

How we use your information

Who controls your personal information
This notice tells you how Zurich Management Services Ltd (Zurich), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner’s Office. Their address is: First Contact Team, Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you
We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information i.e. name, address and date of birth, national insurance number, contact details, occupation and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or the services you have requested. You agree you have their permission to do so. Except where you are managing the contract on another’s behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the ‘How we use my personal information’ section.

How we use your personal information
We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or the services you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our “legitimate interests”. It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and provide you with necessary documentation
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.
Who we share your personal information with
Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:
• associated companies including, suppliers and service providers;
• professional advisers;
• regulatory and legal bodies; and
• credit management organisations
Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:
• regulatory and legal bodies;
• central government or local councils; and
• law enforcement bodies, including investigators;

How we use your personal information for websites and email communications
When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How we transfer your personal information to other countries
Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using ‘standard contractual clauses’ which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long we keep your personal information for
We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

Your data protection rights
You have a number of rights under the data protection laws, namely:
• to access your data (by way of a subject access request);
• to have your data rectified if it is inaccurate or incomplete;
• in certain circumstances, to have your data deleted or removed;
• in certain circumstances, to restrict the processing of your data;
• a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
• to object to direct marketing;
• not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
• to claim compensation for damages caused by a breach of the data protection legislation.
• if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.
What happens if you fail to provide your personal information to us
If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

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

a) check your personal data against counter fraud systems;

b) use your information to search against various publicly available and third party resources; use industry fraud tools including undertaking credit searches;

c) share information about you with other organisations including but not limited to the police and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Section 1 – Special Definitions

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

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

Inspection
An examination of Plant which:

a) will if required by you be carried out in accordance with the requirements of any applicable statutory regulations and where applicable will be carried out in accordance with any written scheme of examination

b) for Plant not requiring inspection in accordance with statutory regulations will be carried out as agreed between you and us.

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

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

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

Plant
The machinery and equipment stated in the item specification.

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

Site
The locations stated in the item specification.
Section 2 – Scope of the Inspection Service

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

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

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

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

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

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

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

Section 3 – Additional Services

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

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

Section 4 – Special Conditions

1. Cancellation

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

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

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

2. Contract Price

You agree that we will adjust the Contract Price at the end of the period of contract to take into account:
a) any Plant added to or deleted from the item specification
b) any changes to the Inspection Interval.

3. Force Majeure

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

4. Liability of you and us

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

5. Obligations of the Parties

a) Ours

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

i) may be required to pay an additional charge to us where:
   1) Inspections are carried outside Normal Working Hours at your request
   2) you require that our representatives are required to undertake training specific to your own health, safety and welfare procedures
   3) we were unable to carry out an Inspection of the Plant at an agreed time through no fault of our own and a further appointment is necessitated
   4) we are required to re-examine any Plant
   5) you request an agreement with us to postpone an Inspection
   6) you request duplicate copies of Reports

ii) will ensure that all Plant that requires Inspection is included in the item specification. In the event of any errors or omissions in the item specification you will notify us in writing without delay

iii) will notify us if any Plant is being operated outside the scope of usual operating conditions to ensure that we provide the appropriate service

iv) will use reasonable endeavours to comply with any arrangements proposed by us in order to carry out Inspections at the Inspection Interval

v) will at your own expense have the Plant properly cleaned and prepared for Inspection and will make available any ancillary testing equipment

vi) will be responsible for the reassembly of the Plant after Inspection

vii) will make available your staff, premises, facilities and access equipment as we may reasonably request to enable us to perform the Inspection Service. In particular where the operation of Plant is required for the purposes of an Inspection you will make available a skilled and qualified operator

viii) will promptly provide us with such information and documents as we may reasonably request for the proper performance of the Inspection Service. You will retain sole responsibility for the operation of the Plant

ix) will provide us with safe access to the Site and a safe working environment on the Site

x) will provide us with full information concerning any modification to the Plant that has been made since the last Inspection before the beginning of each Inspection

xi) will where applicable under any relevant statutory regulations monitor Inspection Intervals and ensure that we are notified in advance of the Inspection dates required by the regulations. Where Inspection of any Plant has not taken place by the end of the Inspection Interval as stated in the latest Report you will take the item out of service unless any alternative measure is agreed by us in compliance with the relevant regulations.
Part L – Plant Protection

Section 1 – Special Definitions

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

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

**Breakdown**

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

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

**Damage**
Sudden and unforeseen damage.

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

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

**Lifting and Handling Plant**

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

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

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

a) any part of Plant causing the Damage or any machinery or apparatus directly driving or driven by such Plant
b) property being lifted, conveyed, handled, heated, cooled, processed by or contained in Plant.
**Plant**
Machinery and equipment stated in the item specification the subject of a concurrent plant inspection contract with Zurich Management Services Limited and kept at the Site.

**Site**
The locations stated in the item specification.

**Storage Tank**
Any permanently installed enclosed receptacle used for storage of fuel oil including supply and delivery piping excluding:
- a) flexible piping
- b) pipes buried in the ground or in concrete, masonry or brickwork
- c) any supporting structure or foundation.

**Section 2 – The Cover**
In the event of Damage occurring during the period of insurance we will pay you the value of the property insured at the time of its Damage or the cost of repair of the Damage or at our option indemnify you by reinstatement, replacement or repair provided always that our liability will not exceed the amount stated in the schedule as the limit of indemnity in respect of all claims arising out of any one occurrence or arising out of all occurrences of a series consequent upon or attributable to one original cause.

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

**Cover Code AD – Extraneous Damage**
Damage to Plant which necessitates immediate repair or replacement to enable normal working to continue excluding Damage caused by Breakdown, Explosion or Collapse.

**Cover Code B – Breakdown**
Damage to any item of Plant caused by its own Breakdown.

**Cover Code EC – Explosion and Collapse**
Damage to any item of Boiler and Pressure Plant caused by its own Explosion or Collapse.

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

**Cover Code L – Storage Tank Contents**
- a) Loss of contents of any Storage Tank
- b) the cost of removing any escaped liquid following such loss

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

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

**Cover Code S – Sudden and Unforeseen Damage**
Damage to Plant which necessitates immediate repair or replacement to enable normal working to continue including Damage caused by Breakdown, Explosion and Collapse.

**2.1 Capital Additions**
This part includes additional Plant which is installed and ready for use at the Site and falling within the description of Plant types already insured under this part.
Provided always that:

a) you will supply to us details of additional Plant as soon as reasonably practicable but not later than 12 months after the cover has applied and pay the additional premium required on the basis agreed between you and us from the date of installation

b) such Plant is free from material defects known to you and complies with any statutory obligation concerning its examination and certification

c) we are entitled to withdraw cover if such Plant is found to be unsatisfactory for insurance following inspection by us.

2.2 Debris Removal
This part includes reasonable costs and expenses necessarily incurred with our consent in:

a) removing debris of

b) dismantling and/or demolishing

c) shoring up, propping or boarding up of property following insured Damage.

We will not pay for any costs or expenses:

i) incurred in removing debris except from the site of such property suffering Damage and the area immediately adjacent to such site

ii) arising from pollution or contamination of property not insured by this part.

2.3 European Union and Public Authority Requirements (including Undamaged Property)
Subject to the following Supplementary Conditions this part includes the additional cost of reinstatement incurred solely by reason of the necessity to comply with the stipulations of:

a) European Union legislation

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

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

We will not pay for:

i) the cost incurred in complying with the Stipulations:

1) in respect of Damage not insured under this part

2) under which notice has been served upon you prior to the happening of Damage

3) for which there is an existing requirement which has to be implemented within a given period

ii) the additional cost that would have been required to make good the property suffering Damage to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen

iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by its owner by reason of compliance with the Stipulations.

Supplementary Conditions
1. The work of reinstatement must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as we may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to our liability not being increased.

2. If our liability under this part apart from this clause is reduced by the application of any of the terms and conditions of this part then our liability under this clause will be reduced in like proportion.

2.4 Expediting Expenses
This part includes reasonable costs and expenses necessarily incurred with our consent in effecting temporary repair and of expediting permanent repair including overtime working and the use of rapid transport provided always that the cost does not exceed £5,000.
2.5 Own Surrounding Property
This part includes Damage to Own Surrounding Property directly resulting from insured Damage to Plant or in the case of Lifting and Handling Plant caused by impact through the normal operation of Plant even though such Plant does not itself suffer Damage excluding Damage to Own Surrounding Property caused by leakage from Plant provided always that the cost does not exceed the limit of indemnity stated in the schedule.

2.6 Reinstatement Basis
Subject to the following supplementary conditions the basis upon which the amount payable in respect of Plant not more than 2 years old and own surrounding property is to be calculated will be reinstatement.

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

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

Section 3 – Special Exclusions
This part does not cover:

1. Consequential Loss
   compensation for loss of use or consequential loss of whatsoever nature

2. Corrosion and Erosion
   the cost of rectifying or making good any form of corrosion or erosion howsoever arising but resulting Damage is not excluded

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

4. Fire and Perils
   Damage by fire howsoever caused, lightning, explosion other than Explosion where cover code S or EC applies, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal at the Site or at any other premises or working site while temporarily removed
5. Inadequate Maintenance
Damage to any item of Plant caused by or arising from non-compliance by you with the maintenance requirements specified by the Plant manufacturer or supplier

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

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

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

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

10. Newly Installed Plant
Damage to any item of Plant due to its own Breakdown, Explosion or Collapse:
   a) where it has not successfully completed its performance acceptance tests
   b) occurring within 28 days of its initial installation at the Site

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

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

13. Terrorism
loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with terrorism.
In any action or suit or other proceedings where we allege that by reason of this exclusion cover is not provided under this part the burden of proving that cover is provided under this part will be upon you

14. Testing or Repair
Damage to any item of Plant:
   a) which at the time of its occurrence is undergoing a hydraulic test or any form of testing involving abnormal stresses or intentional overloading
   b) caused by the application of any tool or process in the course of its maintenance, inspection, repair, alteration, modification or overhaul

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

Section 4 – Special Provisions

1. Obsolete or Foreign Plant
In the event of a claim in respect of Plant which is obsolete or of foreign manufacture and for which replacement parts cannot be supplied by the makers from stock our liability will be limited to the price of corresponding parts of current Plant of similar size and type together with the estimated cost of installing them.
2. Subrogation Waiver
In the event of a claim we agree to waive any right, remedy or relief to which we might become entitled by subrogation against:

a) any company standing in the relation of parent to subsidiary or subsidiary to parent to you as defined in the Companies Act or Companies (N.I.) Order current at the time of the Damage

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

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

Section 5 – Special Condition

1. Access
You will afford reasonable facilities for our representatives to examine any Plant.
Part M – Deterioration of Stock

Section 1 – Special Definitions

**Accident**

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

b) action of refrigerant fumes escaping from the Refrigeration Plant.

**Refrigeration Plant**

Refrigerators and freezers advised to us.

**Replacement Value**

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

**Stored Goods**

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

Section 2 – The Cover

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

a) their Replacement Value less any amount received by you from their sale

b) reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in their value which but for such additional expenditure would have taken place but not exceeding the amount of the reduction avoided

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

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

2.1 Additional Costs

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

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

b) the disposal of Stored Goods for which a condemnation certificate has been issued as a result of an Accident for which we have admitted liability

c) the cleaning or decontamination of the Refrigeration Plant following an Accident for which we have admitted liability.

2.2 Automatic Reinstatement of Sum Insured

In the absence of written notice by us or you to the contrary this insurance will not be reduced by the amount of any loss in consideration of which you will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance.
Section 3 – Special Exclusions

This part does not cover:

1. **Consequential Loss**
   Consequential loss of whatsoever nature

2. **Fire and Perils**
   loss in consequence of fire howsoever caused, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal at the premises or at any other premises or working site while temporary removed

3. **Utilities**
   loss in consequence of a failure of the supply of electricity directly or indirectly due to:
   a) a deliberate act of the supplier not performed for the sole purpose of safeguarding life or protecting any part of the supply system
   b) a scheme of rationing not necessitated by damage to the supplier’s generating or supply equipment
   c) the inability of the supplier to maintain the supply system due to industrial action by any of its employees.

Section 4 – Special Provisions

1. **Subrogation Waiver**
   In the event of a claim we agree to waive any right, remedy or relief to which we might become entitled by subrogation against:
   a) any company standing in the relation of parent to subsidiary or subsidiary to parent to you as defined in the Companies Act or Companies (N.I.) Order current at the time of the Accident
   b) any company which is a subsidiary of a parent company of which you are yourselves a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Accident.

2. **Underinsurance**
   If at the commencement of an Accident the sum insured at the premises where the Accident has occurred is less than the total Replacement Value of the Stored Goods thereat you will be considered as being your own insurer for the difference and the amount payable will be proportionately reduced.
   For the avoidance of doubt solely in respect of any item under this policy that is declared to be subject to underinsurance clause c) iii) of general condition 5 will not apply.

Section 5 – Special Condition

1. **Access**
   You will afford reasonable facilities for our representatives to examine any Refrigeration Plant.
Part N – Employee Dishonesty

Section 1 – The Cover

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

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

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

1.1 Auditor’s Fees

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

1.2 Automatic Reinstatement of Limit of Indemnity

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

Provided always that:

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

Section 2 – Special Exclusions

This part does not cover:

1. Agency Staff

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

2. Cancellation on Discovery

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

3. Consequential Loss or Loss of Interest

consequential loss of whatsoever nature or loss of interest

4. Internal Transfer

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

5. Inventory or Profit and Loss Computation

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

6. Prior Fraud or Dishonesty

any act of fraud or dishonesty committed by any employee or volunteer from and after the time that you or any director, officer, departmental head, senior manager or the equivalent thereof not acting in collusion with such employee or volunteer will have knowledge or information that such employee or volunteer has committed any act of fraud or dishonesty whether such act be committed before or after the date of commencement of employment by you.
7. Recruitment Procedures
   a) any loss unless you within 6 weeks of engaging any employee obtain written references from
      former employers covering the whole period of 3 years immediately preceding any employee’s
      engagement by you
   b) any loss unless the original references relating to any defaulting employee are forwarded to us
   c) any loss arising from the engagement of any employee or appointment of any director who
      to your knowledge previously committed any act of fraud or dishonesty except for
      convictions regarded as spent under the Rehabilitation of Offenders Act 1974.

Section 3 – Special Provisions

1. Limit of Indemnity
   The limit of indemnity stated in the schedule is our monetary limit in respect of:
   a) any one loss irrespective of the number of persons insured involved
   b) the total of all losses discovered during any one period of insurance. Any losses discovered
      within the 24 month period allowed under section 1 proviso c) will be treated as having been
      discovered during the final period of insurance
   c) our total liability during any number of periods of insurance and for any number of losses
      forming the basis of any one claim whether under this part or any similar policies issued in
      addition to them or in substitution for them.
   
   The limit of indemnity in respect of any volunteer is £5,000 any one loss.

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

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

Section 4 – Special Conditions

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

2. Valuation of Securities
   We will not be liable in respect of securities for more than the actual cash value thereof at the
   close of business on the business day preceding the day on which the loss was discovered.
Part O – Personal Accident

Section 1 – Special Definitions

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

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

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

whichever is the greater.

**Assault**
- a) Violent or criminal assault
- b) Attack by animals
- c) Explosion or while searching for explosives.

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

**Loss of Sight**
Permanent and total loss of sight:
- a) In both eyes if name entered on the register of blind persons on the authority of a fully qualified ophthalmic specialist
- b) In one eye if the degree of sight remaining after correction is 3/60 or less on Snellen Scale.

**Person Insured**
As stated in the schedule.

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

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

Section 2 – Accident

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

In the event of the disappearance of any Person Insured we will after a reasonable time has elapsed and upon production of evidence to our satisfaction that the death of the Person Insured as the sole and direct result of an Accident may reasonably be presumed pay the amount of benefit subject to receiving an undertaking in writing to refund the sum so paid if such death is subsequently found not to have occurred.
We will also provide indemnity in respect of damage to personal effects consisting of money, articles of clothing, footwear and other property worn or carried by the Person Insured when such damage arises as a result of the Person Insured sustaining bodily injury for which we are liable to pay benefit under this section provided always that we will not pay more than the sum of £5,000 in respect of damage to personal effects of any one Person Insured.

Section 3 – Assault

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

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

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

Section 4 – Special Exclusions

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

1. Excluded Activities
   caused by the Person Insured racing other than on foot

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

3. Non-Passenger Air Travel
   caused by air travel other than as a passenger in a licensed passenger carrying aircraft

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

Section 5 – Special Provisions

1. Death Benefit Limitation
   The amount payable in respect of death for any Person Insured:
   a) under 18 years of age; and
   b) who is still in full-time education
   at the time of sustaining bodily injury is limited to £7,500.

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

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

4. Single Person Limit
   The amount payable in respect of any one Person Insured will not exceed the sum stated in the schedule.
Section 6 – Special Conditions

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

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

2. Proficiency in Activity Undertaken and Precautions
It is a condition precedent to our liability that in respect of:

a) any hazardous activity or any pursuit requiring special skills the Person Insured has achieved a reasonable standard of proficiency in the said activity or pursuit or is under the direct supervision of a person suitably qualified

b) yachting and canoeing life jackets or buoyancy aids are worn by the Person Insured and for other sailing except in rowing boats life-saving equipment is carried on the vessel.

Section 7 – Table of Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following percentage</td>
<td>of the capital sum stated in the Schedule</td>
</tr>
<tr>
<td>1. Death, Loss of Limb or Loss of Sight</td>
<td>100%</td>
</tr>
<tr>
<td>2. Permanent total disablement other than as stated in Item 1 from</td>
<td>100%</td>
</tr>
<tr>
<td>engaging in or giving attention to Usual Occupation</td>
<td></td>
</tr>
<tr>
<td>3. Permanent partial disablement not otherwise provided for above</td>
<td></td>
</tr>
<tr>
<td>a) total loss of hearing</td>
<td>60%</td>
</tr>
<tr>
<td>b) total loss of hearing in one ear</td>
<td>15%</td>
</tr>
<tr>
<td>c) complete loss of use of hip or knee or ankle</td>
<td>20%</td>
</tr>
<tr>
<td>d) removal of the lower jaw by surgical operation</td>
<td>30%</td>
</tr>
<tr>
<td>e) fractured leg or foot with established non-union</td>
<td>25%</td>
</tr>
<tr>
<td>f) fractured knee cap with established non-union</td>
<td>20%</td>
</tr>
<tr>
<td>g) shortening of a leg by at least 3 centimetres</td>
<td>15%</td>
</tr>
<tr>
<td>h) loss by amputation or complete loss of use of:</td>
<td></td>
</tr>
<tr>
<td>i) one thumb</td>
<td>Right: 20% Left: 17.5%</td>
</tr>
<tr>
<td>ii) one index finger</td>
<td>Right: 15% Left: 12.5%</td>
</tr>
<tr>
<td>iii) any other finger</td>
<td>Right: 10% Left: 7.5%</td>
</tr>
<tr>
<td>iv) one big toe</td>
<td>Right: 10% Left: 10%</td>
</tr>
<tr>
<td>v) any other toe</td>
<td>Right: 3% Left: 3%</td>
</tr>
<tr>
<td>i) complete loss of use of shoulder or elbow</td>
<td>Right: 25% Left: 20%</td>
</tr>
<tr>
<td>j) complete loss of use of wrist</td>
<td>Right: 20% Left: 15%</td>
</tr>
<tr>
<td>4. Permanent facial disfigurement to an extent of not less than</td>
<td>10%</td>
</tr>
<tr>
<td>5 square centimetres of scar tissue in the area from the hairline</td>
<td></td>
</tr>
<tr>
<td>to and including the lower jaw and ears</td>
<td></td>
</tr>
<tr>
<td>5. In respect of loss of or damage to teeth or dentures the cost of</td>
<td>2.5%</td>
</tr>
<tr>
<td>dental treatment or repair or replacement of dentures up to a</td>
<td></td>
</tr>
<tr>
<td>maximum of</td>
<td></td>
</tr>
<tr>
<td>6. Temporary total disablement from engaging in or giving attention</td>
<td>the weekly sums stated in the schedule</td>
</tr>
<tr>
<td>to Usual Occupation for a maximum period of 104 weeks from date of</td>
<td></td>
</tr>
<tr>
<td>disablement</td>
<td></td>
</tr>
<tr>
<td>7. Temporary partial disablement from engaging in or giving attention</td>
<td>50% of the weekly sums stated in the Schedule</td>
</tr>
<tr>
<td>to Usual Occupation for a maximum period of 104 weeks from date of</td>
<td></td>
</tr>
<tr>
<td>disablement</td>
<td></td>
</tr>
</tbody>
</table>
Provisions to the Table of Benefits

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

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

3. Applicable to Item 6 and 7
   a) Unless otherwise agreed by us weekly benefit will not become payable until the total amount due has been ascertained
   b) weekly sums whether payable for temporary total or partial disablement will not be payable for more than 104 weeks in respect of the same incident.

4. Maximum Payment to Any Person Insured
   No payment will be made under Items 1 to 5 of the table of benefits in the aggregate in excess of the capital sum stated in the schedule in respect of any one Person Insured arising from the same incident.
Part P – Legal Expenses

Section 1 – Special Definitions

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

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

Costs and Expenses

1. Accountant’s Costs
Reasonable costs and expenses necessarily incurred by the Appointed Representative.

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

The amount we will pay is based on the following:

a) the time the Insured Person is off work including the time it takes to travel to and from the court, tribunal or hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours

b) if the Insured Person works full time the wage or salary for each whole day equals 1/250th of the Insured Person’s annual wage or salary

c) if the Insured Person works part time the wage or salary will be a proportion of the Insured Person’s weekly wage or salary.

3. Legal Costs
a) Reasonable costs and expenses necessarily chargeable by the Appointed Representative on a standard basis; and

b) costs incurred by opponents in civil cases if the Insured Person has been ordered to pay them or pays them with our consent.

Date of Occurrence
a) For civil cases other than under section 6 Tax Protection the date of occurrence is when the cause of action first accrued

b) for criminal cases the date of occurrence is when the Insured Person commenced or is alleged to have commenced to violate the criminal law in question

c) for formal regulatory investigations and disciplinary hearings the date of occurrence is when the Insured Person first received formal notice of such investigation or disciplinary hearing

d) in relation to claims under section 6 for:

i) Full Enquiries or Aspect Enquiries the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries

ii) Tax Intervention Enquiries the date of occurrence is when HM Revenue & Customs first contacts you in relation to commencing an intervention enquiry into your business accounts

iii) Employers Compliance and Value Added Tax disputes the date of occurrence is when HM Revenue & Customs sends an assessment or written decision to you

e) for licence or registration appeals the date of occurrence is when you first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel your licence or British Standard Certificate of Registration.
**Full Enquiry**
An extensive examination by HM Revenue & Customs which considers all aspects of your tax affairs excluding those enquiries which are limited to one or more specific aspects of your self-assessment tax return.

**Incident**
Loss under any section stated in the schedule as operative.

**Insured Person**

a) You and any director or employee

b) the estates, heirs, legal representatives or assigns of any person in a) above in the event of such person dying

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

**Territorial Limits**

a) For sections 4 (excluding 4 2.c)) and 5 B) – the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey

b) for proceedings under the Health and Safety at Work etc. Act 1974 – any place where the Act applies

c) for any other Incident Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**Section 2 – The Cover**
In the event of an Incident we will indemnify the Insured Person:

a) if an Appointed Representative is used in respect of Costs and Expenses incurred

b) to appeal or defend an appeal as long as the Insured Person advises us within the time limits that they want to appeal

c) for compensation, damages and settlements to which we have agreed.

Provided always that:

i) the Incident arises from the business; and

ii) the Date of Occurrence of the Incident happens during the period of insurance and within the Territorial Limits; and

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

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

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

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

**Our liability for:**

a) all claims arising from one or more events arising from one original cause will in no case exceed the limit of indemnity stated in the schedule

b) the total of all compensation awards, damages and settlements will not exceed in any one period of insurance £1,000,000.
Section 3 – Employment Disputes, Compensation Awards and Service Occupancy

A) Employment disputes

1. We will defend your legal rights:
   a) following:
      i) any demand for monetary compensation by a prospective employee, employee or ex-employee
      ii) any request for reinstatement by an employee or ex-employee
   b) in proceedings in respect of any dispute with:
      i) an employee, ex-employee or trade union acting on behalf of an employee or ex-employee which arises out of or relates to a contract of employment with you
      ii) an employee, prospective employee or ex-employee arising from an alleged breach of their:
         1) statutory rights under employment legislation
         2) civil rights in relation to their work or application to work as your employee
   c) At your request we will defend the Insured Person’s (other than your) legal rights if:
      i) an event arising from their work for you leads to civil action being taken against the Insured Person under legislation for unlawful discrimination on the grounds of race, sex, disability, age, religious belief or political opinion
      ii) civil action other than arbitration proceedings is taken against them as the trustee of a pension fund set up for the benefit of employees.

Exclusions to Section 3 A)

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

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

B) Compensation Awards

We will pay:

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

Provided always that:

i) the compensation is awarded by a tribunal under a judgment made after full argument and otherwise by consent or default or is payable under settlement with our prior written consent
ii) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy you have sought and followed our advice prior to serving notice of redundancy
iii) in cases relating to performance or conduct you have throughout the employment dispute:
   1) followed the ACAS Code of Disciplinary Practice and Procedures in Employment prepared by the Advisory, Conciliation and Arbitration Service or the equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
   2) sought and followed advice from our legal advice service

iv) for an order of compensation following your breach of statutory duty under employment legislation you have at all times sought and followed advice from our legal advice service since the date you should have known about the legal dispute.

Exclusions to Section 3 B)
We will not provide indemnity in respect of or arising from or relating to:

a) any compensation award relating to:
   i) trade union activities including membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Works Councils
   ii) health and safety related dismissals brought under Section 44 of the Employment Rights Act 1996
   iii) civil claims against or statutory rights in relation to trustees of occupational pension schemes
   iv) statutory rights in relation to Sunday shop and betting work
   v) section 3 A) 1c)

b) non-payment of money due under the relevant contract of employment or statutory provision relating thereto

c) any award ordered as the result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage laws

d) any compensation award, damages or increase in compensation award or damages ordered by a court or tribunal for failure to comply with a recommendation or order it has made including non-compliance with a reinstatement or re-engagement order.

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

Exclusion to Section 3 C)
We will not provide indemnity in respect of or arising from or relating to any claim for defending your legal rights other than defending a counter-claim.

Section 4 – Legal Defence
1. At your request we will defend the Insured Person’s legal rights:
   a) prior to the issue of proceedings when dealing with the police, Health & Safety Executive or Local Authority Health & Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence
   b) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction
   c) if civil action is taken against the Insured Person for compensation under Section 13 of the Data Protection Act 1998 and we will pay any compensation award made provided always that on the Date of Occurrence the Insured Person is registered with the Information Commissioner.

2. At your request we will represent the Insured Person:
   a) at a formal investigation conducted by the Commission for Racial Equality, Equal Opportunities Commission, Disability Rights Commission or Equality Commission for Northern Ireland following a complaint by or against an Insured Person
   b) at a formal investigation or disciplinary hearing by any other relevant authority noted by endorsement to this part
   c) in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the business.
3. **We** will defend **your** legal rights in respect of civil action taken against **you** for wrongful arrest arising from an accusation of theft alleged to have been carried out during the period of insurance.

4. **We** will represent **you** in appealing against the refusal of the Information Commissioner to register **your** application for registration.

5. **We** will pay the Attendance Expenses of the Insured Person for jury service.

**Exclusion to Section 4**
**We** will not provide indemnity in respect of any claim:

a) relating to a statutory licence

b) arising from a parking offence.

**Section 5 – Property Protection and Bodily Injury**

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

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

2. any nuisance or trespass.

**Exclusions to Section 5 A)**
**We** will not provide indemnity in respect of or arising from or relating to:

a) a contract entered into by **you**

b) goods in transit or goods lent or hired out

c) goods at premises other than those occupied by **you** unless the goods are at such premises for the purpose of installation or use in work to be carried out by **you**

d) mining subsidence

e) defending **your** legal rights other than in defending a counter-claim

f) a motor vehicle owned by, hired or leased to or used by an Insured Person other than damage to motor vehicles where **you** are engaged in the business of selling motor vehicles.

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

**Exclusions to Section 5 B)**
**We** will not provide indemnity in respect of or arising from or relating to:

a) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident

b) defending an Insured Person’s or their family member’s legal rights other than in defending a counter-claim

c) a motor vehicle owned by, hired or leased to or used by an Insured Person or their family member.

**Section 6 – Tax Protection**

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

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

**C) Employer’s Compliance**
**We** will negotiate on **your** behalf and represent **you** in any appeal proceedings in respect of a dispute concerning **your** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.
D) **VAT Disputes**
We will negotiate on your behalf and represent you in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided always that:

a) for any Incident you have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed; and

b) we will not pay more than £2,000 for Aspect Enquiries or Tax Intervention Enquiries.

**Exclusions to Section 6**
We will not provide indemnity in respect of or arising from or relating to:

a) the first £200 of Costs and Expenses in each and every claim for Aspect Enquiries and Tax Intervention Enquiries

b) any Incident caused by your failure to register for Value Added Tax

c) any Incident arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office

d) any Incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences

e) any Incident arising from a tax avoidance scheme.

**Section 7 – Contract Disputes**
We will negotiate for your legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by you or on your behalf for the purchase, hire, sale or provision of goods or of services provided always that:

a) the amount in dispute exceeds £250

b) if the amount in dispute exceeds £5,000 you will be responsible for the first £500 of Legal Costs in each and every claim

c) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250

d) if the dispute relates to money owed to you a claim under this section is made within 90 days of the money becoming payable.

**Exclusions to Section 7**
We will not provide indemnity in respect of or arising from or relating to:

a) any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the Date of Occurrence is within the first 90 days of the indemnity provided by this section

b) any claim relating to:

i) the settlement payable under an insurance policy

ii) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement

iii) a loan, mortgage, pension, investment or borrowing

iv) any motor vehicle owned by or hired or leased to you other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles

c) a dispute with an employee or ex-employee which arises out of or relates to a contract of employment with you

d) a dispute which arises out of the:

i) sale or provision of computer hardware, software, systems or services

ii) the purchase or hire of computer hardware, software, systems or services; tailored by a supplier to your own specification

e) a dispute arising from a breach or alleged breach of professional duty by an Insured Person

f) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.
Section 8 – Debt Recovery

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

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

Exclusions to Section 8

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

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

Section 9 – Statutory Licence Protection

We will represent you in appealing to the relevant statutory or regulatory authority, court or tribunal following an event which results in a licensing or regulatory authority suspending or altering the terms of, refusing to renew or cancelling your licence, statutory registration or British Standard Certificate of Registration.

Exclusions to Section 9

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

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

Section 10 – Exclusions

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

a) any claim reported to us more than 180 days after the Insured Person should have known about the Incident
b) any Costs and Expenses incurred before the written acceptance of a claim by us
c) fines, penalties or exemplary or punitive damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards covered under sections 3 B) and 4 1c)
d) attendance at any employee disciplinary or grievance hearing as required under your human resources rules
e) any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
f) any claim relating to franchise rights or agency rights where you have the legal capacity to alter the legal relations of another
g) any Incident deliberately or intentionally caused by the Insured Person
h) a dispute with us not otherwise dealt with under condition 3
i) any claim relating to a share holding or partnership share of yours unless such share holding was acquired under a scheme open to any employees or a substantial number of them of a certain minimum grade other than your directors or partners

j) judicial review

k) any claim where the Insured Person brings legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order

l) we will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this part did not exist

m) any claim directly or indirectly caused by or contributed to by or arising from:

   i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

   ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

n) any Incident directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

   i) the way in which any data processing system responds to or deals with or fails to respond to or fails to deal with any true calendar date

   ii) any data processing system responding to or dealing in any way with:

      1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates

      2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such data processing system is your property or not whether occurring before, during or after the year 2000

o) any legal action the Insured Person takes which we or the Appointed Representative have not agreed to or where the Insured Person does anything that hinders us or the Appointed Representative.

2. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this part is not enforceable by any third party.

3. When either at the commencement of or during the course of a claim you are bankrupt or have filed a bankruptcy petition or winding-up petition or have made an arrangement with your creditors or have entered into a deed or arrangement or are in liquidation or part or all of your affairs or property are in the care or control of a receiver or administrator except for section 3.

Section 11 – Conditions

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

2. Alteration in Risk
   You must notify us immediately of any alteration which may materially affect our assessment of the risk.

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

a) Insured Person’s Responsibilities

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

i) send everything we ask for in writing

ii) give us full details of any claim as soon as possible and give any further information we request

iii) tell us if anyone offers to settle a claim and must not agree to any settlement without our written consent

iv) if we ask tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited

v) take every step to recover Costs and Expenses that we have to pay and must pay us any Costs and Expenses that are recovered

vi) co-operate fully with us and the Appointed Representative and must keep us up to date with the progress of the claim

vii) give the Appointed Representative any instructions that are required by us.

b) Our Rights

We:

i) in civil cases can take over and conduct in the name of an Insured Person any claim, proceeding or investigation at any time and can negotiate any claim on behalf of an Insured Person

ii) will choose the Appointed Representative to represent an Insured Person in any proceedings where we may become liable to pay a compensation award. In any other case if we agree to start legal proceedings and it becomes mandatory for an Insured Person to be represented by a lawyer or if there is a conflict of interest an Insured Person can choose an Appointed Representative by sending us the suitably qualified person’s name and address.

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

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

iii) will appoint an Appointed Representative who will represent an Insured Person according to our standard terms of appointment which may include a ‘no win no fee’ agreement. The Appointed Representative must co-operate fully with us at all times

iv) will have direct contact with the Appointed Representative

v) may decide to pay the Insured Person a reasonable sum of money in respect of the amount of damages that is being claimed against them instead of starting or continuing legal proceedings

vi) if an Insured Person does not accept a reasonable offer to settle a claim may refuse to pay any further Costs and Expenses

vii) if an Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses an Appointed Representative without good reason will cancel this insurance at once unless we agree to appoint another Appointed Representative

viii) if an Insured Person settles a claim or withdraws their claim without our consent or does not give suitable instructions to the Appointed Representative we will cancel this insurance at once and we will be entitled to re-claim any Costs and Expenses paid by us.
5. **Long Term Undertaking**
   If the Employment Risk Management Service is provided under this part you have agreed to offer annually within the currency of this agreement the insurance under this part on the terms and conditions in force at the expiry of each period of insurance and to pay the premium annually in advance it being understood that we will be under no obligation to accept an offer made in accordance with this undertaking.

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

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

6. **Reasonable Precautions**
   The Insured Person must:
   
   a) take all reasonable steps to keep any amount we have to pay as low as possible
   
   b) try to prevent anything happening that may cause a claim.
Part Q – Trustee and Trust Fund Indemnity

Section 1 – Special Definitions

Costs and Expenses
Costs and expenses incurred with our written consent:

a) in the investigation, defence, adjustment, settlement or appeal of any claim or criminal prosecution against any Insured Person

b) for the representation of any Insured Person at any official examination, inquiry, investigation or other proceedings ordered or commissioned at the behest of a legally empowered official body to investigate the activities of the Insured Person.

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

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

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

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

Subsidiary Company
Any company in which you:

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

Section 2 – The Cover
We will:

a) indemnify the Insured Person against Loss arising from claims first made against them jointly or severally and notified to us during the period of insurance by reason of Maladministration except to the extent that they are indemnified by you

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

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

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

a) if written notice is given to us within 10 days of the effective date of cancellation or non-renewal of this part; and

b) if the premium is paid within 30 days of such effective date; and

c) where the claim arises from Maladministration prior to the date of cancellation or refusal to renew this part.

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

2.2 Marital Estates

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

2.3 Personal Representatives

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

2.4 Pollution Defence Costs

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

2.5 Representation Costs

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

2.6 Retired Insured Persons

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

a) the part will only apply to claims arising from Maladministration prior to the date of retirement of the Insured Person; and

b) the Run-Off Period will run concurrently with any Extended Reporting Period; and

c) no similar insurance is effected elsewhere.

Section 3 – Special Exclusions

This part does not cover:

1. Bodily Injury or Property Damage

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

2. Charity Commissioners

Maladministration which any Insured Person knew to be a breach of trust or a breach of duty or which was committed by any Insured Person in reckless disregard whether it was a breach of trust or a breach of duty or not.
3. **Claim by you or an Insured Person**
   any claim made by or at the instigation of you or any Insured Person against you or any Insured Person but this exclusion will not apply in respect of any claim:
   a) which you are ordered to bring by any legally empowered official body
   b) brought in your name by any person who is not an Insured Person and who brings and maintains the claim without your or any Insured Person’s solicitation, assistance or active participation
   c) brought by or at the instigation of any Insured Person if such claim results from a covered claim brought by any independent third party and the third party could have brought the claim directly against an Insured Person not named in the independent claim
   d) brought by any former Insured Person
   e) for defence costs incurred up to the limit stated in the schedule. This limit will form part of and will not be in addition to the limit of indemnity
   f) for breach of professional duty in the provision of advice, design or specification or other professional services provided by you to a party other than yourselves

4. **Courts Jurisdiction**
   any claim made or brought outside the territorial limits other than in a court which is governed by and subject to the law of the United Kingdom

5. **Employee Benefit**
   infringement of any obligation imposed by statute, regulation or common law concerning any profit sharing, health and welfare or other employee benefit programme, social benefit system or trust established or maintained for the purpose of providing benefits to your employees

6. **Fraud**
   any intentionally dishonest or fraudulent act or omission or any wilful violation of any statute, regulation or law by any Insured Person if a judgment or other final decision establishes such an intentionally dishonest or fraudulent act or omission or wilful violation but this exclusion will not apply to Section 2c

7. **Intellectual Rights**
   infringement of copyright, patent, trade mark or service mark, passing off or plagiarism or any other breach of intellectual rights

8. **Pensions**
   infringement of any obligation in respect of any pension plan, pension scheme or pension fund

9. **Pollution or Contamination**
   Pollution or Contamination

10. **Prior Circumstances**
    any circumstance prior to the period of insurance and which has been reported to any previous insurer or which you or the Insured Persons knew or ought reasonably to have known could give rise to a claim

11. **Prior or Pending Litigation**
    litigation initiated prior to or pending at the Retroactive Date stated in the schedule or alleging or deriving from the same or essentially the same facts as alleged in such prior or pending litigation

12. **Profit or Advantage**
    any Insured Person having gained in fact personal profit or advantage to which they had no legal entitlement

13. **Professional Services**
    breach of professional duty in the provision of advice, design or specification or other professional services
14. Punitive Damages
   a) fines or penalties imposed by law
   b) punitive or exemplary damages.

Provided always that in respect of exclusions 6, 7 and 12 the Maladministration of any Insured Person will not be imputed to any other Insured Person for the purposes of determining the availability of cover under this part.

Section 4 – Special Provisions

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

2. Limit of Indemnity
   The limit of indemnity stated in the schedule is our monetary limit and applies in the aggregate to all Losses in any one period of insurance.

   Where you become liable to pay a sum in excess of the amount of indemnity available under this part we will pay only the proportion of any Costs and Expenses that the available amount of indemnity bears to your total liability.

Section 5 – Special Conditions

1. Acquisition, Merger or Take-over
   In the event of the take-over or merger of yourselves by or with any other organisation the indemnity provided under this part will apply only to claims made by reason of Maladministration by any Insured Person or acts or omissions as provided for under section 2 c) committed prior to the date of such take-over or merger.

2. Advancement of Costs and Expenses
   We will make payments of Costs and Expenses prior to the final disposition of any claim provided always that written consent to incur such Costs and Expenses is given by us such consent not to be unreasonably withheld and provided always that you are not entitled or obligated to advance Costs and Expenses to any Insured Person.

   Where you are entitled or obligated to advance Costs and Expenses then we will be under no duty to do so but may at our sole discretion advance some or all of such Costs and Expenses as may be incurred by any Insured Person to such Insured Person prior to the final disposition of any claim.

   Any advance payment of Costs and Expenses which have been made by us will be repaid to us by the person on whose behalf such advance payments have been made in the event and to the extent that it is established that such person has no entitlement to payment for Loss under this part.

3. Claim Procedures
   a) Your Responsibilities
      It is agreed that:

      i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim you will:

         1) as soon as reasonably possible give notice to us; and

         2) as soon as reasonably possible forward to us any letter, claim, writ or summons issued against you; and

         3) take all reasonable steps to defend any claim; and

         4) at your own expense and as soon as reasonably possible supply full details of the claim in writing to us together with any evidence and information that may be reasonably required by us for the purpose of investigating or verifying the claim

      ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without our written consent.
iii) in the event of a claim under Section 2 c) you will take all reasonable action to sue for and obtain reimbursement from such person concerned in such claim or from the estate or personal representatives of such person. Any amount which but for such fraud dishonesty or malice would be due to such person held by you will be deducted from any amount payable under this part.

iv) any Insured Person against whom a claim is made will take all reasonable steps to defend such claim provided always that no Insured Person will be required to contest any legal proceedings which may be brought against him or her unless a suitable legal advisor mutually agreed upon by the Insured Person and us advises at that time that the claim should be contested in which event the Insured Person will provide all such assistance to those persons representing him or her in the course of the legal proceedings or as may reasonably be necessary to contest such proceedings.

b) Our Rights
We will:

i) have no duty to defend any claim made against any Insured Person but will be entitled to take over the defence or settlement including the appointment of legal counsel of any claim made against you or any person entitled to indemnity under this part and you will give all assistance as may be reasonably required by us; and

ii) be entitled to take the benefit of any rights of yours against any other party before or after you have received indemnification under this part and you will give all assistance as may be reasonably required by us; and

iii) treat any circumstances which might give rise to a claim notified during the period of insurance which subsequently gives rise to a claim after the expiry date as a claim first made during the period of insurance.

4. Fair Allocation
In the event that a claim is made against both you and any Insured Person we and you will use all reasonable endeavours to determine a fair allocation of Costs and Expenses paid to any claimant between you and any Insured Person.

5. Liquidation, Termination or Dissolution
In the event of liquidation, termination or dissolution of you or any Subsidiary Company this part will continue in force in respect of you or that company but only in respect of Maladministration prior to the liquidation, termination or dissolution.

If you are:

a) a company voluntary liquidation will be treated as having occurred on the date upon which that company passes a resolution for voluntary liquidation. Compulsory liquidation will be treated as having occurred on the date upon which a petition for the compulsory liquidation of that company is presented to the relevant authorities

b) a trust dissolution will be treated as having occurred on the date stated in the record of termination

c) an unincorporated association dissolution will be treated as having occurred on the date upon which the members pass a formal resolution to dissolve the association or such date as determined by court order.

6. Presumption of Indemnification
You will be deemed to have indemnified any Insured Person in all circumstances where the law would require or permit such indemnity. If you fail or refuse to provide indemnification to the full extent permitted or required by law for any reason other than you having been judged insolvent by a court then notwithstanding any other terms or conditions of this part the excess applicable to any payment by us will be that stated in the schedule. We will be entitled to obtain reimbursement from you for all payments made under section 2 b) that would not have been necessary if you had provided indemnity in accordance with this section.

7. Representations
Any proposal will be construed as being a separate application for cover from each individual Insured Person. In respect of the declarations and statements contained in it no statement in any proposal or knowledge possessed by any Insured Person other than knowledge or information possessed by the Insured Person actually signing any proposal will be imputed to any other Insured Person for the purposes of determining the availability of cover under this part.
Part R – Professional Indemnity

Section 1 – Special Definitions

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

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

Services
Services stated in the schedule.

Section 2 – The Cover

We will indemnify you in respect of all sums which you become legally liable to pay as damages arising out of the provision of the Services within the territorial limits that result in a claim being first made against you and notified to us during the period of insurance for any breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed by an employee.

In addition we will pay Costs and Expenses.

Costs and Expenses will not be subject to any excess.

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

a) any director £500
b) any employee £250

Our liability will not exceed £10,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

2.2 Extended Reporting Period
In the event that you elect not to renew or extend this part and do not effect any similar policy or scheme of self insurance in substitution then this insurance includes any claim made and notified to us within 30 days immediately following the expiry of this part but the cause of which occurred prior to the expiry of this period and is otherwise covered under this part.

2.3 Indemnity to Other Persons including Personal Representatives
We will also indemnify under the terms of this part any current, former or retired employee.

Provided always that:

a) you would have been entitled to indemnity had the claim been made against you; and
b) no indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act; and

c) any person claiming indemnity:
   i) is not entitled to indemnity from any other source; and
   ii) was at the time of the incident giving rise to the claim acting within the scope of their authority; and
   iii) will be subject to the terms and conditions of this part in so far as they can apply; and

d) we have the sole conduct and control of any claim.
2.4 Legal Representation Cover
We will also cover any reasonable costs and expenses necessarily incurred with our written consent for representation at any official examination, inquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate your affairs that are first instigated against you and notified to us during the period of insurance and which may otherwise be the subject of indemnity under this part.

Our liability will not exceed £10,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

Section 3 – Special Exclusions
This part does not cover:

1. Asbestos
   liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

2. Bodily Injury and Property Damage
   liability for:
   a) death, bodily injury, disease or sickness sustained by any person
   b) loss of or damage to property
   unless arising out of a breach of professional duty from the conduct of the Services due to any negligent act, error or omission committed or alleged to have been committed by you

3. Contractual Liability
   liability arising from
   a) any express warranty, guarantee, contractual promise, indemnity, waiver or express agreement given by you unless you would have been liable even if there had not been any such warranty, guarantee, contractual promise, indemnity, waiver or agreement
   b) any claim where your right to recovery from any third party has been restricted by the terms of any contract entered into by you

4. Courts Jurisdiction
   any claim made or brought outside of the European Union

5. Defamation or Malicious Falsehood
   liability arising from libel, slander, defamation, malicious falsehood or injurious falsehood

6. Directors and Officers Liability
   liability arising out of the duties of any director or officer or any trustee of any pension fund or any other employee benefit scheme

7. Employment
   a) liability arising out of any bodily injury, sickness, disease or the death of any employee
   b) liability arising out of any obligation owed by you as an employer or potential employer to any director or employee or applicant for employment

8. Joint Ventures
   liability arising out of your involvement in any joint venture, consortium or other profit sharing scheme

9. Liquidated or Punitive Damages or Fines
   any amount in respect of:
   a) liquidated damages, penalties or fines which attach solely because of a contract or agreement
   b) punitive or exemplary damages

10. Medical Malpractice.
    liability arising out of the provision of or failure to provide medical treatment of any kind
11. Pollution or Contamination
liability arising directly or indirectly out of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

12. Prior Circumstances and Claims
liability for any claim arising from any circumstance, fact, matter or occurrence that:
   a) you knew or that in our reasonable opinion you ought to have known prior to inception of this part which might give rise to a claim against you
   b) was notified by you under any other insurance policy prior to inception of this part
   c) was disclosed or in our reasonable opinion ought to have been disclosed on your latest proposal to us

13. Retroactive Date
liability for any claim arising from the Services provided by you prior to the retroactive date stated in the schedule

14. Terrorism
loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with terrorism.
   In any action or suit or other proceedings where we allege that by reason of this exclusion cover is not provided under this part the burden of proving that cover is provided under this part will be upon you

15. Virus or Similar Mechanism, Hacking or Denial of Service Attack
liability arising out of:
   a) program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to trojan horses, worms and logic bombs
   b) unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data
   c) any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Section 4 – Special Provisions

1. Contracts (Rights of Third Parties) Act 1999
   For the purposes of the Contracts (Rights of Third Parties) Act 1999 this part is not enforceable by any third party.

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

3. Limit of Indemnity
   The limit of indemnity stated in the schedule is our monetary limit and applies in the aggregate to all claims made in any one period of insurance.
   Two or more claims arising out of a single negligent act, error or omission or a series of related negligent acts, errors or omissions consequent upon or attributable to one source or original cause will be treated as a single claim and will be subject to one limit of indemnity and excess.
   All such claims will be considered first made on the date on which the earliest claim is first made.
   Where you become liable to pay a sum in excess of the amount of indemnity available under this part we will pay only the proportion of any Costs and Expenses that the available amount of indemnity bears to your total liability.
4. **Queen’s Counsel**
   You will not be required to contest any legal proceedings unless a Queen’s Counsel or similar authority agreed upon by you and us advises that on the facts of the case concerned such claim could be contested with a reasonable prospect of success.

**Section 5 – Special Conditions**

1. **Reasonable Care**
   You will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise claims being made against you arising out of the conduct of the services.

2. **Sole Agent**
   It as agreed that:
   
   a) if more than one person, company or entity forms you the company or entity set out as you in the schedule will act for itself and be deemed to act as sole agent for every other company or entity forming part of you and all insured companies or entities are deemed to have consented and agreed that rights of action under this part are not assignable except with our prior written consent
   
   b) you have the sole right to file notice or proof of loss or make a claim, adjust, receive or enforce payment of any loss
   
   c) payment of any loss to you will fully release us in respect of such loss. If we agree to make payment to an insured other than you such payment will be deemed to have been made to you
   
   d) you have the sole right to bring legal proceedings arising under or in connection with this part
   
   e) knowledge possessed or discovery made by any person, company or entity forming part of you or by any director, officer, departmental head, senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or discovery made by all other companies or other entities forming part of you.
Part S – Business Travel

Section 1 – Special Definitions

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

Injury
Bodily injury, illness or disease (including death).

Journey
Journeys not exceeding 90 days in duration made in connection with the business commencing during the period of insurance:
a) from the time of leaving the normal place of residence or business until return to that place
b) in respect of loss of deposits under section 2 from the time of booking the journey.

Person Insured
Any director or employee and any member of their families accompanying them permanently residing within the territorial limits.

Section 2 – Cancellation and Other Expenses

The Cover
We will indemnify you and at your request any Person Insured in respect of the following expenses arising as a direct result of the cancellation, delay in commencement, curtailment (proportionately only) or extension of the Journey by any fortuitous event outside your or the Person Insured’s control and which are not recoverable from any other source subject to the sum insured stated in the schedule in respect of each Person Insured:
a) loss of deposits and charges for which you or any Person Insured are legally responsible
b) additional travel and accommodation costs necessarily and reasonably incurred.

Provided always that in the event of cancellation or interruption of public transport services by riot, strike or civil commotion occurring at commencement or during the Journey we reserve the right to arrange alternative means of transport and route.

Any alternative transport by air must be approved by us.

2.1 Delayed Departure
In the event of delay in departure from or return to the territorial limits as the direct result of:
a) strike, industrial action, adverse weather conditions or mechanical breakdown of the aircraft, sea vessel or cross channel train in which the Person Insured is booked
b) Injury of a fellow passenger or crew member of the road vehicle in which the Person Insured is travelling
we will pay to the Person Insured in addition to any other claim under this section:
i) £50 in respect of the first full 12 hours of delay; and
ii) £25 for each subsequent full 12 hours of delay
subject to a maximum of £150 in respect of each Person Insured.
2.2 Travel Documents
If the Person Insured’s passport, visa, driving licence, green card, travel tickets or other essential travel documents are lost after the commencement of the Journey we will pay in addition to any other claim the reasonable additional costs of travel and accommodation necessarily incurred to allow the Person Insured to replace them.

Provided always that:

a) the maximum amount payable in respect of any one Person Insured will not exceed £500; and
b) the loss of a passport will be reported to the consular representative of the issuing country as soon as reasonably possible.

Exclusions to Section 2
This section does not cover any expenses resulting directly or indirectly from:

1. Acts of Service Providers
   act, error, omission, default or financial failure of any agent, firm or person undertaking to provide transport, accommodation or other services to the Person Insured

2. Government Regulations or Disinclination to Travel
   government regulations, service with the armed forces, disinclination to travel or financial circumstances other than redundancy where notice of redundancy is received after the Journey has been arranged

3. Riot, Strike or Civil Commotion
   riot, strike or other civil commotion existing or threatened prior to the time of booking the Journey.

Section 3 – Medical and Associated Expenses

The Cover
If during the Journey the Person Insured sustains accidental Injury we will reimburse up to the sum insured stated in the schedule reasonable expenses necessarily incurred as a direct result of such Injury for:

a) medical, surgical, dental or other remedial treatment and hospital, nursing home and ambulance services incurred outside the territorial limits
b) additional accommodation or travel arrangements for the Person Insured or any 2 relatives or friends travelling to or remaining with the Person Insured
c) burial or cremation at the place of death other than within the territorial limits including expenses incurred by parents or other near relative for return travel and board and lodging in attending the burial or cremation. Alternatively we will pay transportation costs incurred for the conveyance of the deceased to enable burial or cremation within the territorial limits.

Where any Person Insured is detained in hospital abroad and a valid claim arises under this section we will pay the sum of £25 for each full 24 hours the Person Insured is so detained subject to a maximum of £2,500.

Exclusion to Section 3
This section does not cover:

1. Dental or Optical Expenses
dental or optical expenses unless required in consequence of accidental bodily injury but this exclusion will not apply to dental expenses incurred for the relief of pain.

Section 4 – Personal Accident

The Cover
We will pay to the Person Insured or their legal representatives the benefits stated below as compensation if any Person Insured during the Journey sustains bodily injury by violent, accidental, external and visible means which solely and independently of any other cause within 24 months from the date of bodily injury results in:
Table of Benefits

1. a) death of a Person Insured aged 16 years and over capital sum
   b) death of a Person Insured aged under 16 years £7,500

2. total loss of use of or total loss by physical severance of one or more hands or feet or total loss of sight in one or both eyes capital sum

3. permanent total and absolute disablement other than in 2 above from engaging in or giving attention to any profession or occupation capital sum

4. temporary total disablement from engaging in or giving attention to any profession or occupation for a period not exceeding 104 weeks from the date of disablement:
   a) Persons Insured aged 16 years and over weekly benefit
   b) Persons Insured aged under 16 years £10 per week

5. temporary partial disablement to a substantial extent from engaging in or giving attention to any profession or occupation for a period not exceeding 104 weeks from the date of disablement:
   a) Persons Insured aged 16 years and over 50% of weekly benefit
   b) Persons Insured aged under 16 years £5 per week

The capital sum and weekly benefit are stated in the schedule.

Provisions to Section 4

1. Maximum Payment
   We will not be liable to pay more than the capital sum in respect of all bodily injury sustained during any one Journey by one Person Insured.

2. Payment of Benefit 3
   If after expiry of 52 weeks of consecutive disablement the Person Insured is still totally disabled from engaging in or giving attention to any profession or occupation but the medical evidence is such that it cannot be said that disablement is permanent and total then payments will be made for as long as total disablement continues for a period not exceeding 10 years. Payments will be at an annual rate of 10% of the capital sum and will be made by half yearly instalments in arrears. The first payment will be made 18 months after commencement of disablement in respect of the first 18 months of disablement.

3. Payment of Benefits 4 and 5
   Unless otherwise agreed by us compensation under benefits 4 and 5 will not become payable until the total amount due has been ascertained.

Section 5 – Baggage and Money

The Cover
   We will indemnify you and at your request any Person Insured in respect of damage to money and personal baggage, personal clothing and other personal effects taken, worn or carried on the Journey or such personal baggage, personal clothing and other personal effects sent in advance up to the sums insured stated in the schedule in respect of each Person Insured.

In addition in the event of the baggage of any Person Insured not arriving at the outward destination within 8 hours of the Person Insured’s arrival due to circumstances outside the control of the Person Insured we will reimburse the cost of purchase of essential items of clothing or toiletry up to £500.

Exclusions to Section 5
   This section does not cover:

1. Confiscation or Detention
   damage occasioned by or in consequence of confiscation or detention by customs or other authorities

2. Cracking and Scratching and Breakage of Sports Gear in Use
   cracking, scratching or breakage of sports gear while in use or of china, glass, earthenware and the like

3. Depreciation, Wear and Tear or Vermin
   damage caused by or consisting of depreciation, wear and tear, vermin or insects
4. **Excess**
   the first £25 of any claim for any Person Insured

5. **Loss not Reported to Police or Carriers**
   loss not reported to the:
   a) police
   b) carriers when loss occurs in transit
   within 48 hours of discovery

6. **Money Shortages and Depreciation**
   in respect of money any shortages due to error or omission or losses on exchange or due to depreciation in value

7. **Theft from Unattended Motor Vehicles**
   theft from an unattended motor vehicle unless:
   a) the property insured is concealed from view in a glove compartment or locked luggage compartment; and
   b) all doors are locked; and
   c) all windows and the roof are closed and fastened; and
   d) all security devices are put in full and effective operation; and
   e) all keys or any other removable ignition device of the vehicle are removed.

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**Section 6 – Personal Liability**

**The Cover**
We will at your request indemnify the Person Insured or in the event of their death their personal representatives in respect of all sums which the Person Insured may become legally liable to pay as damages in their private capacity in respect of:

a) Injury to any person other than a person in the service of the Person Insured or any member of the family or household of the Person Insured

b) accidental damage to property not belonging to nor held in trust by or in the custody or control of the Person Insured or any servant or member of the family or household of the Person Insured

c) accidental damage to temporary accommodation rented in connection with the Journey not belonging to the Person Insured or any servant or member of the family or household of the Person Insured occurring during the Journey.

The limit of indemnity stated in the schedule is our monetary limit and applies to any claim or series of claims arising from any one cause.

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

**Exclusions to Section 6**
This section does not cover:

1. **Contractual Liability**
   liability which attaches solely because of a contract or agreement

2. **Excluded Activities**
   Injury or damage arising from:
   a) ownership or use of aircraft, mechanically propelled vehicles other than golf buggies, waterborne craft, animals other than horses, domestic dogs or cats or firearms other than sporting guns
   b) the occupation or ownership of any land or building
   c) racing or the pursuit or exercise of any trade or profession.
Section 7 – Special Exclusions

This part does not cover any claim:

1. **Claims for those over 75**
   in respect of any Person Insured aged 75 years or over who has not provided satisfactory medical evidence of fitness to travel to us before undertaking the Journey

2. **Excluded Activities**
   caused by the Person Insured engaging in any form of winter sports, rock climbing or mountaineering ordinarily necessitating the use of picks, ropes or guides, pot-holing, caving, parachuting, parascending, paragliding, hang-gliding, bungee jumping, scuba and skin diving, white water rafting, racing except on foot, professional or organised sports or air travel other than as a passenger in a licensed passenger carrying aircraft, except as set out in special condition 4

3. **Excluded Causes**
   caused by the Person Insured being intoxicated or using illegal drugs, contracting a sexually transmitted disease, committing or attempting suicide or deliberately self-harming, participating in civil commotion or riot or deliberately exposing themselves to unnecessary danger except in an attempt to save human life

4. **Foreseeable Costs**
   of a nature which could reasonably have been foreseen by you or the Person Insured from circumstances known or details available at the time of booking the Journey or before the Journey is commenced

5. **HIV or AIDS**
   in respect of Injury, loss, expense or other liability attributable to Human Immunodeficiency Virus (HIV) or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) or any mutant derivative or variations thereof howsoever caused

6. **Manual Work**
   resulting from manual work of any kind engaged in during the Journey

7. **Pre-existing Conditions and Travelling Against Medical Advice**
   a) except under section 4 arising out of a medical condition which the Person Insured knew about at the time the Journey was booked or began unless the condition is normally stable, under control and has been without the need for in-patient or emergency medical care in the preceding 12 months
   b) arising out of travel arrangements made or undertaken against the advice of any medical practitioner

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

9. **Travel to Disturbed Areas**
   resulting from a Journey to countries and specific areas in countries where at the time of booking or departure the Foreign and Commonwealth Office are advising against all travel or all non-essential travel but this exclusion will not apply to loss of deposits and charges covered under section 2 where the Foreign and Commonwealth Office publishes such advice after the time of booking the Journey.

Section 8 – Special Conditions

1. **Aggregate Benefits for Sections 3 and 4**
   In respect of sections 3 and 4 if the aggregate amount of benefit payable in respect of any one incident exceeds the amount stated in the schedule the benefit payable for each Person Insured will be proportionally reduced until the total is equal to the amount stated in the schedule.

2. **Claims Procedure**
   In the case of Injury our medical representative will be allowed to visit and examine the Person Insured at all reasonable times and if such visit or examination is not permitted this part will be void in respect of that Injury.
3. **Notification to us of Potential Travelling Problems**
If at the time the arrangements for the Journey are made any Person Insured is aware of any circumstances likely to result in the Journey being delayed, cancelled or curtailed such circumstances must be declared to us immediately.

4. **Participation in Certain Activities**
If it has been agreed with us that cover will operate in respect of any activity stated in special exclusion 2 it is a condition precedent to our liability that the person in charge of that activity has reached a reasonable standard of proficiency in the activity in which the Person Insured is participating.

5. **Person Insured’s Responsibilities**
The Person Insured will:
   a) take all reasonable steps to prevent accident, loss, damage, Injury or expense and to recover property lost or stolen; and
   b) give immediate notice in writing to us of any event likely to give rise to a claim under this part and supply such further information and proofs in writing as we may reasonably require; and
   c) allow us at any time to take over and conduct in the name of the Person Insured the defence or settlement of any claim or to prosecute in the name of the Person Insured for our benefit any claim for indemnity or damages or otherwise against any third party.

6. **Use of Waterborne Craft**
Where canoeing or sailing of any kind including the use of powered vessels is being undertaken it is a condition precedent to our liability that:
   a) the person in charge has achieved a reasonable standard of sailing and navigational competence; and
   b) for yachting and canoeing life jackets or buoyancy aids are worn by the Person Insured participating and for other sailing except in rowing boats life saving equipment is carried in the vessel.

7. **Your Obligations**
You will furnish such information as we may require and render all possible assistance in connection with any claim under this part. You will supply such evidence of Injury and the cause of such Injury including a report of a qualified medical practitioner as we may reasonably require and all certificates, information and evidence required will be supplied at your expense.
Part T – Terrorism

Section 1 – Special Definitions

**Computer System**
A computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

**Data**
Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

**Denial of Service Attack**
Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems.

Denial of Service Attacks include but are not limited to the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

**Hacking**
Unauthorised access to any Computer System whether your property or not.

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

**Terrorism**
Any act or acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty’s Government in the United Kingdom or any other government de jure or de facto.

**Virus or Similar Mechanism**
Program code, programming instruction or any set of instructions intentionally constructed with the ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor Computer Systems, Data or operations, whether involving self-replication or not.

Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Section 2 – Cover

In the event that:

a) Her Majesty’s Government or Her Majesty’s Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been Terrorism; or

b) Her Majesty’s Government or Her Majesty’s Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been Terrorism and that refusal is reversed by the decision of a validly constituted tribunal

we will pay you the amount of any loss in respect of:

i) damage to property insured under parts A, C, D and L

ii) business interruption insured under part B

caused by or arising from Terrorism. In the case of i) above we will at our option replace, reinstate or repair the property or any part of it.
Provided always that:

1) our liability will not exceed:
   A) in the whole the total sum insured
   B) in respect of any item its sum insured
   C) any other limit of indemnity

   stated in the schedule at the time of the damage

2) such damage and/or business interruption occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

3) in any action, suit or other proceedings where we allege that any damage or business interruption is not covered under section 2 the burden of proving that such damage or business interruption is covered will fall upon you

4) the insurance effected by section 2 excludes:
   A) any losses whatsoever:
      a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
      b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
         i) damage to or the destruction of any Computer System; or
         ii) any alteration, modification, distortion, erasure or corruption of Data

   in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack

   Proviso to exclusion 4) A) b) save that Covered Loss otherwise falling within this exclusion 4) A) b) will not be treated as excluded by exclusion 4) A) b) solely to the extent that such Covered Loss:

   i) results directly (or, solely as regards ii) 3) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and

   ii) comprises:
      1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured; or
      2) the amount of business interruption loss suffered directly by you by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by reason of Terrorism causing damage to other Property within one mile of the Property insured to which access is affected; or
      3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by you to avoid or diminish such loss

   and

   iii) is not caused by or arising from Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
iv) for the purposes of this Proviso

1) The meaning of ‘Property’ shall exclude:

A) any money (including money), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and

B) any Data.

2) ‘Covered Loss’ means all losses arising as a result of damage to or the destruction of Property insured caused by or arising from Terrorism.

v) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph iii) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under section 2 of this part.

In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under section 2 of this part.

B) any type of property which has been specifically excluded under parts A, C, D and L

C) any nuclear installation or nuclear reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such nuclear installation or nuclear reactor.

5) save for the exclusions listed in 4) above no other exclusions applicable to parts A, B, C, D and L will apply to the insurance effected by section 2 of this part. All the other terms, definitions, provisions and conditions of said parts including but not limited to any excess or deductible to be borne by you will apply to the insurance effected by section 2 of this part except for:

A) any Long Term Agreement applying to this policy

B) any terms which provide for adjustments of premium based upon declarations on expiry or during the period of insurance

C) any extension of premises to locations outside England and Wales and Scotland.

2.1 Uncertified Terrorism

In the event that Her Majesty’s Government or Her Majesty’s Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been Terrorism and such refusal is upheld by the decision of a validly constituted tribunal exclusion 10 to parts A, B and C, exclusion 6 of part D and exclusion 13 of part L will not apply to parts A, B, C, D and L in respect of such event or occurrence.

Provided always that:

a) such damage and/or business interruption occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man.

b) our liability will not exceed:

i) in the whole the total sum insured

ii) in respect of any item its sum insured

iii) any other limit of indemnity

stated in the schedule to parts A, B, C, D and L at the time of the said event or occurrence

c) save for proviso a) above the terms, definitions, provisions and conditions applicable to parts A, B, C, D and L will apply to this clause.
Helpline Services

The following services are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (DAS, we, us or our for the purposes of these services).

In using these services you acknowledge that all rights and obligations relating to the provision of these services rest with DAS and that you will have no recourse to Zurich Insurance plc in this regard.

If you have a complaint about the service or about the way you have been treated, please write to:
DAS Customer Relations Department at:
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.
Alternatively you can contact DAS by telephone on:
0117 934 0066, or email: customerrelations@das.co.uk.

We provide these services 24 hours a day seven days a week during the period of insurance. To help us check and improve our service standards we record all calls except those to the Counselling Service.

Eurolaw Commercial Legal Advice
We will give you confidential legal advice over the telephone or by email on any commercial legal problem affecting your business under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

If emailing contact us at advice@das.co.uk stating the country which your queries relate to and your policy number. We will reply between 9am and 5pm Monday to Friday.

Tax Advice
We will give you and your directors and partners confidential advice over the telephone on any tax matters affecting your business under the laws of the United Kingdom.

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

To contact the above services telephone us on 0117 934 2111 or 0117 976 2030.

Health and Medical Information Service
We will give you and your directors or employees information over the telephone on health and fitness and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve general fitness.

To contact the above service telephone us on 0117 934 2121.

Counselling
We will provide you and your directors or employees including any members of their immediate family who permanently live with them with a confidential counselling service over the telephone including where appropriate onward referral to relevant voluntary or professional services.

To contact the counselling helpline, telephone us on 0117 934 2121. These calls are not recorded.

We will not accept responsibility if the Helpline Services fail for reasons beyond our control. Please do not telephone us to report a general insurance claim.

DASbusinesslaw
At www.dasbusinesslaw.co.uk you will find a wide range of letters, articles and reference information as well as interactive document builders designed to help you run your business.

The service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead.
Our complaints procedure

Not applicable to part K

Our commitment to customer service
We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance
Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt
If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy
If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

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

Telephone: 08000 234567
(free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice

The Financial Services Compensation Scheme (FSCS)
We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.