

Specialist Insurance For

# CHARITIES AND THE VOLUNTARY SECTOR

CHARITY UNDERWRITING BY  
GALLAGHER



**Gallagher**

Insurance | Risk Management | Consulting

## Welcome to Your Charities and Voluntary Sector Insurance

Thank you for choosing Arthur J. Gallagher Insurance Brokers Ltd Charities and Voluntary Sector Insurance, underwritten by Royal & Sun Alliance Insurance Ltd (RSA).

Your Policy (including the Schedule, endorsement, clauses and certificates) is evidence of the legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if You mislay any part of Your policy documentation.

Please read the Policy and Schedule carefully and if they do not meet Your needs return them to Arthur J. Gallagher Insurance Brokers Ltd.

This Policy has been created by Arthur J. Gallagher Insurance Brokers Ltd and is exclusively available to Policyholders who have appointed Arthur J. Gallagher Insurance Brokers Ltd as their insurance broker for the purpose of arranging this Policy.

If, during the policy term, We receive a Letter of Appointment which confirms Your intention to appoint an insurance broker which is not Arthur J. Gallagher Insurance Brokers Ltd then You will no longer be eligible for this Policy and, subject to RSA providing 30 days' prior written notice, it will be terminated. In the event of any such termination We will provide a pro-rata return of premium for the reduced period of cover.

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# Customer Care

## Claims Helpline

We recognise that losses mean disruption to Your organisation and that the ultimate test of any insurance policy is providing a fast, effective claims service. We also realise that running a charity or voluntary organisation means that it might not be convenient for You to report a claim to Us during normal office hours. That's why You can now notify Us of any claim when it suits You – any time of the day or night. All You have to do is call.

## 24 hour Claims Helpline

**0345 300 4006**

(Please quote Your Policy Number which can be found on Your Schedule).

## Emergency Repairs

Should emergency repairs be needed to Your property, We will put You in touch with a tradesperson from Our carefully selected panel. You will have to pay the cost of any work done, but where the damage is caused by an insured event, You can of course submit the cost as part of Your claim. Whatever the nature of the emergency, You just need to make a single phone call.

## Catastrophe Claim

If You are faced with a major catastrophe, such as a serious fire or flood, We recognise that You will need expert assistance immediately. We will send a representative to help You in a major crisis, 24 hours a day, 365 days a year.

## Advice Lines

Where do You turn for answers to questions that affect Your business? Our advice lines will put You in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal assistance
- Health and Safety issues
- Tax advice.

Please call the 24 hour Helpline 0345 078 7543 quoting code 70201.

Please note that if Legal Expenses Insurance is insured under Your Policy the same telephone number applies in respect of Insured Incident 1 – Employment which requires the Policyholder to have sought and followed advice from Our Legal Consultants using this number before materially changing or attempting to change the particulars of an Employee's contract of employment or dismissing an Employee (whether or not by reason of redundancy). Please refer to the Legal Expenses Insurance section of this Policy for more information.

## Your Policy

This Policy is a contract between You (also referred to as the Policyholder or Your) and Us (also referred to as the Company, We, Our or RSA).

We would advise for clarity that although there may be more than one party detailed as the Policyholder in the Schedule, in terms of the application of sums insured, limits of indemnity or cover under the Policy, there is still only one Policyholder or one party or legal entity so there will only be two parties to the contract of insurance.

This Policy and any Schedule, endorsements, clauses and certificates should be read as if they are one document.

Our acceptance of this risk is based on the information presented to Us being a fair presentation of Your business including any unusual or special circumstances which increase the risk and any particular concerns which have led You to seek insurance.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by Us.

We would draw Your attention to the Policy Conditions 4 Policy Voidable where in the event of deliberate or reckless misrepresentation and/or non disclosure of any unusual or special circumstances which increase the risk, We may void the Policy.

We also draw Your attention to the Asset Protection – General Conditions / Claims Conditions – 2 Alterations where a change in risk shall allow Us to avoid a claim or impose additional terms or conditions.

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

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

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

This Policy may be cancelled:

- A) by Us giving 30 days notice in writing to You at Your last known address.
- B) by You giving 30 days notice in writing to Us at the address shown in the Schedule for Arthur J. Gallagher Insurance Brokers Ltd.

You will be entitled to a proportionate return of Premium unless a claim has been made in the current Period of Insurance.

## Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages and the individual sections of this Policy. It is important that You comply with all the Policy Conditions and, the individual section if cover is shown on Your Schedule and You should familiarise Yourself with their requirements.

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Policy Conditions require You to provide Us with any reasonable assistance and evidence that We may require concerning the cause and value of any claim. Ideally, as part of Your initial claim notification, You should provide:

- Your name, address and Your email and contact numbers
- Personal details necessary to confirm Your identity
- Policy number
- The date of the incident
- The cause of the loss or Damage
- Details of the loss or Damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable Us to make an initial evaluation on Policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or Damaged property
- For damaged property, confirmation from a suitably qualified expert that the item You are claiming for is beyond repair.

Sometimes We or someone acting on Our behalf, may wish to meet with You to discuss the circumstances of the claim, to inspect the Damage or to undertake further investigations.

We take pride in the claims service We offer to Our customers. Our philosophy is to repair or replace lost or damaged property, where We consider it appropriate, and We have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where We can offer repair or replacement through a preferred supplier but We agree to pay a cash settlement, then payment will normally not exceed the amount We would have paid Our preferred supplier.

# Policy Conditions

It is a requirement of the Company that the following Policy Conditions apply as stated except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees.

Applicable to the whole Policy unless otherwise stated

## 1 Alterations

This Policy shall be terminated if:

- A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- or
- B) the Policyholder's Interest ceases otherwise than by death or
- C) any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased unless otherwise stated  
at any time after the commencement of this Policy unless its continuance be admitted by the Company and in respect of 1C) the Company agree not to avoid the Policy provided that:
  - i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would not have entered into this Policy on any terms,
  - ii) the Policyholder shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration,
  - iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration

## 2 Economic, Financial or Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the Period of Insurance the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the Policy is cancelled the Company shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this clause Prohibition shall mean any economical financial or trade sanctions imposed by the European Union or United Kingdom or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover.

## 3 Fraud

If a claim is in any respect fraudulent or if any fraudulent means or devices be used by the Policyholder or anyone appointed to act on their behalf to obtain any benefit under this Policy or if any Damage, claim or loss is caused by the wilful act or with the connivance of the Policyholder, the Company will:

- A) have no liability to pay any part of or the whole of the fraudulent claim,
- B) be entitled to refuse all claims arising after the fraudulent action,
- C) remain liable for legitimate claims before the fraudulent action,
- D) terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud.

## 4 Insurance Act

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to the Policyholder and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015.

## **5 Law Applicable**

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws.

Unless the parties agree otherwise in writing, the Company has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based, or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based, or if the Policyholder is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Policyholder is based.

## **6 Policy Voidable**

This Policy shall be voidable in the event of misrepresentation, mis description or non disclosure in any material particular. However, the company agrees not to void the Policy provided that:

- A) such misrepresentation or non disclosure has not been deliberate or reckless,
- B) such misrepresentation or non disclosure has not been of such nature that, if the material particular had been fairly presented or had been disclosed, the Company would not have entered into this Policy on any terms,
- C) the Company shall be entitled to impose appropriate additional terms (other than Premium) with effect from inception or if applicable the date of the alteration, if at the time of Damage, claim or loss the Premium charged to the Policyholder would have been higher but for the misrepresentation or non disclosure in any material particular the liability of the Company for any loss amount payable shall be limited to the proportion that the Premium charged bears to the higher Premium

## **7 Third Party Contract Rights**

No person other than the Policyholder or the Company may enforce the terms of this Policy and the provisions of the Contract (Right of Third Parties) Act 1999 do not apply.



## Policy Definitions

The following words or expressions shall have the meanings set out below, unless a more specific Definition applies in the individual Insurance section.

### **Company**

Royal and Sun Alliance Insurance Ltd (RSA).

### **Covers**

The active efficient causes of Damage.

### **Damage**

Physical loss or destruction or damage.

### **Damaged**

Physically lost destroyed or damaged.

### **Period of Insurance**

The period of time that the Policy is in force as shown in the Schedule.

### **Policy**

The terms and conditions of the contract including the policy wording, Schedule, endorsements, clauses or certificates

### **Policyholder**

The legal entity insured by the Policy.

### **Premium**

The monetary amount paid or payable by the Policyholder for coverage under the Policy.

### **Schedule**

The statement of details specific to the Policyholder forming part of the Policy.

# Asset Protection Insurance

## General Conditions/Claims Conditions

### 1 Action by the Policyholder

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Policyholder shall:

- A) notify the Company as soon as reasonably possible,
- B) give notice within 24 hours to the police authority in respect of Damage (other than by fire or explosion) caused by Riot and malicious persons or thieves if insured by this Policy,
- C) carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss,
- D) within 30 days
  - a) after the circumstances or event, or
  - b) from the expiry date of the Indemnity Period, or such further time as the Company may allow, and at Your own expense, deliver to the Company:
    - i) full information made in writing, of the claim,
    - ii) details of any other insurance relating to the claim,
    - iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the Policyholder's professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details,
    - iv) if demanded, a statutory declaration of truth, on the claim being made and of any matter connected with it.
- E) in respect of Money Insurance – Section 2 Personal Injury (Robbery) only:
  - i) provide all medical certificates, reports, information and evidence required by the Company to substantiate the claim. Refer to the Evidence Required Condition under each section for full details.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the Company is liable under this Policy has increased, then no payment shall be made by the Company in respect of the amount of such increase.

### 2 Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions.

Where any difference is, by this condition, to be referred to arbitration, the making of an award shall be a requirement to any right of action against the Company.

### 3 Contribution

**There needs to be Insurance after each section so Property Damage Insurance, Business Interruption Insurance, Transit Insurance, Deterioration of Stock Insurance and Computer Equipment Insurance only:**

If at the time of any claim, there is any other insurance covering the Policyholder's interest in the Property Damaged, the Company's liability under this Policy shall be limited to its rateable proportion of such claim, and will be subject to any Underinsurance Provision. In respect of Property Damage Insurance and Transit Insurance only:

- i) If any such other insurance is subject to any Underinsurance Provision, this Policy, if not already subject to any Underinsurance Provision, shall be subject to the provision in like manner
- ii) If any other insurance effected by or on behalf of the Policyholder is expressed to cover any of the Property insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to Damage, the Company's liability shall be limited to such proportion of the Damage as the Sum Insured bears to the value of the Property.

### 4 Reasonable Precautions

The Policyholder at their own expense shall take all reasonable precautions to prevent or diminish Damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all Property Insured in sound condition

### 5 Reasonable Precautions

**Applicable to Money Insurance – Section 2 Personal Injury (Robbery)**

The Policyholder and each Insured Person must take all reasonable steps to prevent injury.

### 6 Rights of Recovery

Any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Policyholder before or after any payment is made by the Company.

The Company shall not enforce any rights against any company being parent of or subsidiary to the Policyholder or any company which is a subsidiary of a parent company of which the Policyholder is itself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986.

## **7 The Company's Liability**

For all purposes, including but not limited to the application of the Sums Insured, Limits, Limits of Liability or Limits of Indemnity and consideration of when and how the Policy will respond, all parties included in the definition of the Policyholder in the Schedule, shall constitute one Policyholder, or one party or legal entity, so that there will be only two parties to the contract of insurance between the Policyholder and the Company.

**THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

## **Property Damage Insurance**

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Policyholder the amount of loss or at the Company's option reinstate, repair or replace such Property provided that the Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability.

### **Covers**

The following are the Covers insured except as otherwise stated in the Schedule

- 1 **A) Fire** (including smoke) excluding Damage
  - i) by explosion resulting from fire
  - ii) to Property caused by its undergoing any process involving the application of heat
- B) Explosion** excluding Damage caused by the bursting of any vessel machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only, but this shall not exclude explosion of
  - any boiler used for domestic purposes only or any other boiler or economiser on the Premises
  - gas used for domestic purposes only
- C) Lightning**
- D) Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
- 3 **Riot and malicious persons**, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding Damage
  - A) arising from nationalisation confiscation requisition or destruction by order of the government or any public authority
  - B) arising from cessation of work
  - C) i) in the course of theft or attempted theft
  - ii) in respect of any building which is empty or not in usedirectly caused by malicious persons not acting on behalf of or in connection with any political organisation
- 4 **Storm or flood** excluding Damage
  - A) attributable solely to change in the water table level
  - B) caused by frost subsidence ground heave or landslip
  - C) to fences gates and moveable Property in the open
- 5 **Escape of water** from any tank apparatus or pipe excluding Damage
  - A) by water discharged or leaking from an automatic sprinkler installation
  - B) in respect of any building which is empty or not in use
- 6 **Impact** by any road vehicle (including any fork lift truck or other industrial vehicle) or animal
- 7 **Sprinkler Leakage** the accidental escape of water from any automatic sprinkler installation excluding Damage
  - A) by freezing in any building which is empty or not in use
  - B) by heat caused by fire
- 8 **Theft** (which shall be deemed to include attempted theft) excluding Damage
  - A) which does not involve
    - i) entry to or exit from that part of the building occupied by the Policyholder for the purpose of the Business by forcible and violent means
    - or
    - ii) actual or threatened assault or violence
  - B) from any part of the building not occupied by the Policyholder for the purpose of the Business
  - C) from the open or from any outbuilding
  - D) to Property in transit
  - E) to Money and securities of any description

**9 Subsidence** ground heave or landslip excluding Damage

- A) arising from the settlement or movement of made-up ground or by coastal or river erosion
- B) occurring as a result of the construction demolition structural alteration or structural repair of any Property at the Premises
- C) arising from normal settlement or bedding down of new structures
- D) commencing prior to the granting of cover under this Policy

**10 Any other accident** excluding Damage

- A) by any of
  - i) the Covers
  - ii) the causes expressly excluded from the Covers specified in the paragraphs 1-9 or 11-16 (whether or not insured)
- B) to any Property caused by
  - i) its own faulty or defective design or materials
  - ii) inherent vice latent defect gradual deterioration wear and tear
  - iii) faulty or defective workmanship operational error or mission on the part of the Policyholder or any of their directors, partners, employees or volunteers but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
- C) caused by
  - i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
  - ii) change in temperature colour flavour texture or finish
  - iii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers super heaters pressure vessels or any range of steam and feed piping in connection therewith
  - iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates but this shall not exclude:
    - 1) such Damage which itself results from other Damage and is not otherwise excluded,
    - 2) subsequent Damage which itself results from a cause not otherwise excluded:
- D) caused by
  - i) pollution or contamination
  - ii) acts of fraud or dishonesty
  - iii) disappearance unexplained or inventory shortage misfiling or misplacing of information
- E) to
  - i) a Building or structure caused by its own collapse or cracking
  - ii) moveable Property in the open fences and gates by wind rain hail sleet snow flood or dust
  - iii) Property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- F) to
  - i) Property in transit
  - ii) Money and securities of any description
  - iii) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
  - iv) land, piers, jetties, bridges, culverts and excavations
  - v) livestock, growing crops and trees
  - vi) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection
  - vii) overhead transmission lines

**11 Glass** Damage resulting from

- A) the accidental breakage of fixed Glass by fracture extending through its entire thickness
- B) Damage to neon and illuminated signs and electric light fittings
- C) Accidental breakage of sanitary earthenware
- D) Damage by impact or falling glass to
  - i) the framework and fittings of the ground floor frontage
  - ii) goods on display in windows

Excluding

- A) breakage or Damage
  - i) consequent upon alterations to the framework or position of any of the Glass or to neon and illuminated signs and electric light fittings or to sanitary earthenware
  - ii) consequent upon settlement or expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion of the buildings

- iii) whilst the Premises are empty or not in use unless specifically agreed
- iv) existing prior to the commencement of this insurance and not subsequently replaced
- v) in respect of neon and illuminated signs and electric light fittings
  - a) occasioned by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempt thereat
  - b) of bulbs or tubes unless consequent upon Damage to signs or fittings
- vi) of
  - a) Glass which is bent tinted stained and fired or incorporated in multiple glazed units
  - b) lettering or decoration or protective film or alarm foil on Glass unless to comply with the quality recommended in the British Standard Code of Practice BS 6262
  - c) any consequence of fire or explosion unless more specifically insured under Cover 1

**Provided that**

the liability of the Company during any one Period of Insurance in respect of Cover 11 shall not exceed the sum insured shown in the Schedule

**12 Specified Items: "All Risks" insurance** if shown as insured in the Schedule

- A) Damage by any cause excluding Damage caused by
  - i) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating cause
  - ii) alterations maintenance repairs or any process of cleaning or restoring
  - iii) delay confiscation or detention by order of any Government or Public Authority
  - iv) counterfeit substitute or foreign coins
  - v) mechanical or electrical breakdown or derangement
- B) Damage excluding
  - i) breakage of electrical valves bulbs or tubes unless forming part of the Property and fixed therein and happening as the result of Damage to such Property
  - ii) the contents of machines unless such contents are shown in the Schedule
  - iii) depreciation contamination consequential loss or consequential damage of any kind or description
  - iv) Damage consequent upon any person obtaining any Property by deception

**13 Oil escaping from a fixed heating installation or apparatus** connected therewith excluding the cost of replacing the oil subject to the Company's liability under this Cover not exceeding £5,000 any one period of insurance

**14 Falling trees** or parts thereof excluding Damage caused by felling or lopping by or on behalf of the Policyholder

**15 Damage to Buildings caused by falling television or radio receiving aerials fittings and masts**

**16 Accidental Damage to the underground water pipe gas pipe or electricity cable** extending from the Buildings to public mains subject to the Company's liability under this Cover not exceeding £10,000 any one period of insurance

**The Insurance Provided**

**In respect of Buildings and General Contents**

(other than motor vehicles directors' partners' trustees' employees' and volunteers' personal effects)

the Company will pay

- A) 1) the cost of reinstatement being
    - i) where the Property is destroyed the cost of rebuilding or in the case of General Contents the cost of its replacement by similar Property (including the cost of re-erection, fitting and fixing)
    - ii) where the Property is damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new
  - or
  - 2) Alternative Basis of Settlement being the value of the Property at the time of its destruction
- The Alternative Basis of Settlement will apply:
- i) until the cost of reinstatement has actually been incurred
  - ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable
  - iii) if at the time of its Damage the Property is covered by any other insurance effected by or on behalf of the Policyholder and such other insurance is not on the identical basis of reinstatement defined in cost A
  - iv) if in the Schedule it is stated that the Alternative Basis of Settlement applies

plus in respect of A1 or A2:

B) **the cost of complying with Public Authorities' requirements** being such additional cost of reinstatement of the property as may be incurred with the Company's consent in complying with European Union legislation or Building Regulations or local authority or other statutory requirements first imposed upon the Policyholder following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow and may be carried out upon another site (should the stipulations require) The Company shall not be liable for requirements relating to: any rate; tax; duty; development or other charge or assessment, which may arise out of capital appreciation as a result of complying with any of the legislation, regulations or requirements referred to.

Cover is extended to include the additional cost of reinstatement in respect of undamaged portions, other than foundations, subject to a Limit of Liability of 15% of the total amount the Company would have been liable for had the building been totally destroyed. Provided that the Company will not be liable for such additional cost in respect of other Buildings General Contents which have not sustained Damage

C) **the cost of removing debris** being the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the Property but excluding any costs or expenses

- i) incurred in removing debris except from the site of such Property damaged and the area immediately adjacent to such site
- ii) arising from pollution or contamination of Property not insured by this Policy

D) **the cost of professional fees** being those necessarily incurred in the reinstatement of the Property but not for preparing any claims

#### **Underinsurance in respect of Buildings and General Contents**

If at the time of the Damage

- i) the Declared Value by the relative item on Buildings or General Contents or
- ii) the Sum Insured by the relative item on other Property or interests

is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced

In respect of A1

Declared Value shall mean

The base value shown in brackets below the Sum Insured excluding any provision for inflation. The Insurable Amount shall be the Day One Reinstatement Value

Day One reinstatement shall mean

the total of the insured costs A1, B, C and D in reinstating the Property insured to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance

In respect of A2

Declared Value shall be 125% of the base value or if no base value is shown it shall be deemed to be the Sum Insured Insurable Amount shall mean the total of the value at the time of the Damage of the Property insured by the item and the additional costs B, C and D

Insurable Amount shall mean the total of the value at the time of the Damage of the Property insured by the item and the additional costs B, C and D

#### **In respect of documents manuscripts and business books**

The Company will pay

- 1) the value of the materials as stationery
- 2) the clerical labour expended in reproducing or writing up such documents
- 3) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to the Policyholder of the information and subject to the Company's liability not exceeding the limit stated in the definition of General Contents

#### **In respect of Data Processing Media**

the Company will pay the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-ups or from originals of a previous generation but this shall not include

1. research and engineering nor any costs of recreating gathering or assembling the Data or
2. the value of such Data to the Policyholder or any other party, even if such Data cannot be recreated, gathered or assembled

Should such Data Processing Media not be repaired replaced or restored the Insurance Provided shall be the cost of the blank Data Processing Media.

Provided always that the cost to repair or replace the Data Processing Media, including the costs of copying Data, shall not exceed £50,000 in respect of any one Event

#### **In respect of Stock and other insured Property not specifically provided for**

The Company will pay the value of the Property at the time of its destruction or the amount of the damage including the cost of removing debris as defined in cost C

The undernoted provisions apply

#### 1 **Contract Price**

In respect only of goods sold but not delivered for which the Policyholder is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of any Damage insured under this policy either wholly or to the extent of the Damage the Company's liability shall be based on the contract price.

#### 2 **Underinsurance in respect of Stock and other insured Stock not specifically provided for**

If at the time of Damage the Sum Insured is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced Insurable Amount shall mean the Contract Price or the value at the time of Damage to all other Property.

#### **In respect of Rent of Buildings which suffer Damage**

The Company will pay

##### 1) if the loss relates to rent receivable by the Policyholder

- A) the amount by which the rent receivable by the Policyholder during the period stated in the item description in the Schedule shall in consequence of the Damage fall short of the rent which would have been received during the period had the Damage not occurred
- B) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the shortfall in rent which but for that expenditure would have taken place during the period stated in the Schedule in consequence of the Damage but not exceeding the total of
  - the amount of the loss of rent thereby avoidedplus
  - 5% of the sum insured by the Item (but not more than £250,000)

less any savings in respect of expenditure payable out of rent receivable which reduces or ceases in consequence of the Damage In arriving at the amount of rent receivable such adjustments shall be made as may be necessary to provide for any trends variations or other relevant circumstances occurring either before or after the Damage so that the figures thus adjusted shall represent as nearly as reasonably practicable the rent which but for the Damage would have been obtained during the relative period after the Damage

If following Damage the amount of rent receivable is maintained by the provision of alternative accommodation by the Policyholder such rent shall be taken into account in calculating the amount payable

##### 2) if the loss relates to rent payable by the Policyholder the amount of rent which continues to be payable by the Policyholder in respect of the Building or portions of the Building whilst unfit for occupation in consequence of the Damage for a period not exceeding the number of months stated in the item description in the Schedule

#### **Underinsurance in respect of Rent**

If at the time of Damage the Sum Insured is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced.

Insurable Amount shall mean the total of the value at the time of the Damage of the Property insured by the item and the additional costs B, C and D.

### **Extensions**

#### 1 **Additional Metered Water Charges**

The cover provided by the Company under the Property Damage Insurance shall be extended so that the Policyholder is insured in respect of any additional metered water charges that are incurred by the Policyholder as a result of Damage caused by any of the Covers insured except those in respect of any loss which has not been discovered and remedial action taken within 30 days of the Damage occurring

The amount payable by the Company shall be determined by comparing charges made by the water suppliers on the Policyholder's account during the period in which the loss occurred with the normal charge (as may be adjusted to take into account any relevant factors affecting the Policyholder's liability for metered water charges during such period)

Provided that

- 1) this clause shall not be affected by any Underinsurance Special Provision
- 2) the Company shall not be liable under this clause for more than the limit stated below in respect of any one period of Insurance

The Limit of Liability being £25,000



## 2 Alterations and Additions – Buildings and General Contents

If during the Period of Insurance

- i) alterations or additions are made to any Buildings insured or
- ii) Buildings or General Contents are acquired or constructed

at any Premises covered by this insurance or elsewhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man and such additional Property is not otherwise insured it will be held covered under the relative items of this insurance from the time from which the Policyholder became responsible for it until the next renewal of the insurance at which date specific insurance shall be effected

The sum insured (and declared value) by each item shall be deemed to be increased for that period only by the value of the additional Property insured under the item but by not more than 10% and subject to the Company's liability not exceeding £1,000,000 in respect of additional Property at any one Premises

All the provisions and conditions of this insurance (including the Alterations Condition) apply to this extension except as expressly varied

## 3 Automatic Reinstatement after a Loss

If any of the Property Insured described in the Schedule suffers Damage at the Premises insured by any of the Covers other than by Theft the sum insured in respect of the Property Damage cover shall be reduced in whole or in part by the amount of any such Damage.

In the absence of written notice by the Policyholder or the Company to the contrary following the occurrence of any Damage, the Company's liability shall not be reduced by the amount of any loss.

Provided that

- A) the Policyholder shall pay the appropriate additional Premium for such automatic reinstatement of cover if required by the Company
- B) the Company will not be liable in respect of any one Event for more than the Policy Limit sum insured or other limit of liability applicable to the Property Damage Insurance cover
- C) any limit of liability described as applying in the aggregate during the Period of Insurance shall not be reinstated
- D) the Policyholder shall take immediate steps to effect the additions to or variations in the protections of the Property Insured as the Company may require

## 4 Bequeathed Property

The cover provided by the Company under the Property Damage Insurance shall be extended to include Damage to any Building and/or General Contents bequeathed to the Policyholder during the Period of Insurance within Great Britain, Northern Ireland, Channel Islands or the Isle of Man of the policy provided the Policyholder immediately they become aware thereof shall give notice to the Company and pay an additional Premium if required.

Provided that the Company shall not be liable under this clause for more than the limit stated below in respect of any one loss.

Buildings the Limit of Liability being £100,000

General Contents the Limit of Liability being £25,000 in total subject to an any one item limit of £1,000.

## 5 Branded Goods

In the event of Damage to branded or labelled goods or merchandise, any salvage will not be disposed of by sale, without the consent of the Policyholder. If such salvage is not disposed of by sale then the Damage shall be assessed at the value agreed between the Policyholder and the Company and be taken into consideration in the settlement of the claim.

## 6 Claims Preparation Costs

The exceptional costs, not otherwise covered, necessarily and reasonably incurred by the Policyholder with the prior consent of the Company, in producing and certifying any particulars or details required by the Company in respect of a claim, in accordance with the Claims Conditions admitted under this Policy.

These costs shall not include the costs of negotiation with the Company or its representatives.

The Company shall not be liable for more than the percentage amount in respect of any one settlement stated below or the Limit of Liability, whichever is the lower amount.

Total Loss Settlement	Percentage of Loss Settlement
Amounts up to £100,000	2%
Amounts between £100,000 and £2,000,000	1.5%
Amounts above £2,000,000	1.0%

The Limit of Liability being £25,000.

Provided that the liability of the Company shall not exceed the limit of liability stated above arising from one loss in total over Property Damage Insurance and Business Interruption Insurance in total

## 7 Clearance of Drains

The costs necessarily incurred in cleaning and repairing drains, gutters and sewers for which the Policyholder is responsible in consequence of Damage to the Property.

The Limit of Liability being £25,000

## 8 Contract Works

The insurance by each item on Buildings extends to include Contract Works to the extent to which the Policyholder has contracted to arrange cover provided the Company's liability shall not exceed £150,000 in respect of all losses arising out of any one occurrence

Furthermore where the Policyholder is required to effect insurance on the Buildings in the joint names of themselves and the contractor under the terms of a contract condition then the interest of the contractor in the Buildings as a joint Policyholder is noted subject to details of any single contract where the original contract price exceeds £150,000 having been advised to the Company prior to work commencing and an additional Premium being paid as appropriate

This insurance shall only apply in so far as the Contract Works are not otherwise insured

## 9 Exhibitions and fund raising events

The cover provided by the Company under the Property Damage Insurance shall be extended to include Exhibition Property at any Exhibition or fund raising event incidental to the Policyholder's Business or while in direct transit to and (or) from the Exhibition within the Situation

### Exclusions

This Extension does not cover Damage

- 1) caused by or arising from (other than by fire or explosion) any marquee undergoing any process of production packing treatment or repair
- 2) to Exhibition Property at any Exhibition premises for longer than 7 days without the prior written agreement of the Company
- 3) to Exhibition Property whilst being demonstrated or worn
- 4) caused by theft of Exhibition Property left unattended at the Exhibition
  - a) during Exhibition opening hours
  - b) outside Exhibition opening hours unless theft involves entry to or exit from the room containing the Exhibition Property by violent or forcible means or the Exhibition premises or site is patrolled by security personnel

### Basis of Settlement

The Company will pay or at its option reinstate or replace the Exhibition Property subject to the Limit of Liability below

### Definitions

Exhibition shall mean any demonstration exhibition trade fair or show

Exhibition Property shall mean

- A) exhibits stands marquees furniture furnishings display materials office equipment stationery and other Property on the stand for the purpose of the Exhibition
- B) clothing and effects of principals staff and visitors not exceeding £100 per person

Situation shall mean anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided

- 1) Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of Damage of the Property Insured by the item

- 2) the Company shall not be liable under this clause for more than the sum insured per Exhibition premises being £5,000 in total subject to an any one item limit of £1,000

## 10 External Metalwork

The cover provided by the Company under the Property Damage Insurance shall be extended to include theft of external metalwork.

Cover will not attach

- A) in respect of any building which is empty or not in use
- B) to damage to fixed glass sanitary fittings
- C) signs forming part of the Buildings

Provided that the Company shall not be liable under this clause for more than the limit stated below in respect of any one period of insurance

The Limit of Liability being £25,000

### **11 Fire Extinguishment, Accidental Gas Discharge and Alarm Resetting Expenses**

The Company will pay any reasonable costs incurred by the Policyholder:

- A) in refilling fire extinguishing appliances and replacing used sprinkler heads,
- B) in recharging gas flooding systems installed for the protection of the Property insured,
- C) in resetting fire and intruder alarms,
- D) of fire brigade charges,

all solely in consequence of insured Damage to the Property insured or in respect of B) arising out of the accidental discharge thereof.

### **12 Glass Cover Extension**

Any cover granted under this insurance in respect of Damage to fixed glass includes the reasonable cost of

- A) any necessary boarding up or temporary glazing pending replacement of broken glass
- B) removing and refixing window fittings and other obstacles to replacement

### **13 Hired-in Property**

The cover provided by the Company under the Property Damage Insurance shall be extended to include Property hired-in or on free loan whilst in the custody or control of the Policyholder while in the Building or in transit to and from such Building within Great Britain, Northern Ireland, Channel Islands or the Isle of Man.

Provided that the Company shall not be liable under this clause for more than the limit stated below in respect of any one period of insurance

The Limit of Liability being £5,000 in total subject to an any one item limit of £2,500

### **14 Inadvertent Errors and Omissions**

The Policyholder, having notified the Company of their intention to insure all Property within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, in which they are interested and it being their belief that all such Property is insured, if subsequently any such Property shall be found to have been inadvertently omitted or there has been an accidental or inadvertent error by the Policyholder within the Sums Insured declared, the Company will deem such Property to be insured appropriately within the terms of this Policy, provided that the Policyholder shall notify the Company as soon as any inadvertent error or omission comes to their knowledge in order to effect the appropriate additional insurance retrospective to the date during the Period of Insurance when insurance for the Property became necessary or the incorrect sum insured was declared and to pay the appropriate additional Premium.

The Limit of Liability being £500,000.

### **15 Involuntary Betterment**

The costs described below in the event that Property insured suffers Damage to the extent that it cannot be economically repaired and replacement Property of like kind and quality is not obtainable:

- A) New Property that is as similar as possible to that suffering Damage and that is capable of performing the same function shall be deemed to be new Property of like kind and quality and in no event shall this be considered as a betterment to the Policyholder.
- B) The Company will also pay the cost of purchasing and installing technologically current equipment, which is necessitated by incompatibility between new equipment installed to replace equipment suffering Damage and undamaged existing equipment at the same or an interdependent location.

Provided that the Company shall:

- 1) be liable only for the amount sufficient to enable the Policyholder to resume operations in substantially the same manner as before the Damage,
- 2) be liable only for the difference between the highest sales value of the undamaged existing equipment at the same or interdependent location and the installed cost of the technologically current equipment.

The Limit of Liability being £50,000.

### **16 Landscaped Grounds**

The reasonable costs incurred by the Policyholder in consequence of Damage to Property insured at the Premises in restoring landscaped grounds (including trees, plants and turf forming part thereof) to their original appearance when first laid out and planted, but excluding any cost arising from the failure of trees, plants and turf to germinate or become established.

The Limit of Liability being £25,000.

### **17 Loss Reduction Expenses and Temporary Repairs**

The costs and expenses reasonably incurred by the Policyholder in:

- A) preventing or reducing losses in the event of imminent Damage which would have been insured under this Policy,
- B) reducing losses as a result of Damage insured under this Policy,
- C) undertaking temporary repairs upon or expediting the permanent repair or replacement of Property Insured that has suffered Damage.

Provided that in respect of A) and B):

- i) the impending Damage was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred,
- ii) the costs and expenses incurred did avoid or mitigate the Damage,
- iii) the Company's liability shall not exceed the amount of Damage thereby avoided.

The Limit of Liability being £25,000.

## **18 Mitigation of Environmental Impact**

Any reasonable costs incurred by the Policyholder, if in consequence of Damage, the Policyholder elects (with the prior agreement of the Company) to reinstate Buildings and/or General Contents in a manner that aims to reduce the impact on the environment but which increases the cost of reinstatement, then this Policy extends to include the reasonable additional costs incurred by the Policyholder for such purposes and this shall not be considered as betterment to the Policyholder.

Provided that:

A) such reasonable additional costs shall include but not be limited to costs incurred in:

- i) using sustainable construction materials,
- ii) modifying design or materials in order to reduce carbon emissions or atmospheric pollution or to improve energy efficiencies.

B) this Extension includes the reasonable additional cost of reinstatement in respect of undamaged portions of Property provided that the Company shall not be liable for such additional cost in respect of any Building or item of General Contents that has not sustained Damage,

C) such costs shall exclude those associated with removing debris,

D) the Company shall not be liable for:

- i) such additional costs for work already planned by the Policyholder prior to the Damage,
- ii) more than the Limit of Liability.

The Limit of Liability being £50,000 or 5% of the total loss, whichever is the lesser amount.

## **19 Mortgagees and Lessors**

Any increase in the risk of Damage resulting from any act or neglect of any mortgagor, lessee or freeholder of any Buildings insured by this Policy will not prejudice the interest of any mortgagee, lessor or freeholder provided such increase in risk is without knowledge or authority and the Company is notified immediately they become aware of such increase in risk and pay an additional Premium if required.

## **20 Motor Vehicles**

Stationary motor vehicles licensed for road use owned or leased by the Policyholder whilst situated at the Premises, but only to the extent that they are not otherwise insured.

The Limit of Liability being £50,000.

## **21 Non-Invalidation**

The insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased, unknown to or beyond the control of the Policyholder, provided that immediately they become aware thereof they shall give notice to the Company and pay an additional Premium if required.

## **22 Other Interests**

It is agreed that various parties may have a legal interest in part of the Property insured by this Policy and the Policyholder undertakes to declare the names, nature and extent of any interest of any such parties at the time of Damage.

## **23 Property at other locations**

Subject to all the provisions and exclusions the cover granted by this insurance is extended to apply to the undernoted Property Insured whilst removed from the Premises as indicated below except that

- 1) the insurance applies so far as the Property is not otherwise insured
- 2) this extension applies to Damage to Property by theft from any building not permanently occupied by the Policyholder for the purpose of the Business provided the Building is securely locked
- 3) this extension applies to Damage to Property in transit
- 4) this extension shall not apply to Damage to Property by theft from any vehicle which is away from the site where the Policyholder is undertaking work between the hours of 1800 and 0800 unless such vehicle is contained in a securely locked Building or guarded security park
- 5) any cover granted in respect of Damage by theft shall not apply in respect of theft from any unattended vehicle unless all doors windows or other points of access have been closed and locked security devices have been set and all keys removed or the vehicle is stolen at the same time
- 6) this extension applies only to Damage occurring anywhere in Europe except in respect of specified equipment when the extension applies world wide

7) the Company's liability for any one loss shall not exceed the limit stated

**Property and Location**

- A Documents manuscripts and business books at any location and whilst in transit
- B Specified equipment at any location and whilst in transit all as shown in the Schedule
- C Other Property (excluding vehicles licensed for road use) at any location to which the Property has been temporarily removed for cleaning renovation repair or other similar purposes and whilst in transit for such purposes
- D Other Property (excluding vehicles licensed for road use) at any location to which the Property has been temporarily removed for a maximum of 5 continuous days for the use of the Policyholder's Business and whilst in transit for such purpose

**Limit of Liability for any one loss**

- The limit stated in the General Contents definition
- The sum insured subject to the Policyholder's Contribution
- 10% of the relative sum insured but in no cases exceeding £250,000
- £2,500 in any one Period of Insurance

**24 Property in the open**

The indemnity provided by Cover 8 of the Property Damage Insurance section is extended to include items of garden furniture and play equipment kept in the open at the Premises

The liability of the Company under this extension shall not exceed £1,000 in respect of any one loss

**25 Property Temporarily Removed**

Any Premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man not occupied by the Policyholder but used by the Policyholder:

- A) to store records,
- or
- B) for the cleaning, renovation, repair or other similar purposes of machinery and plant (but not motor vehicles) whilst temporarily removed from the Premises and in transit by road, rail, air or inland waterway to and from the Premises all in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The Limit of Liability being £250,000.

**26 Reinstatement**

The work of reinstatement may be carried out at another site and in any manner suitable to the requirements of the Policyholder provided that it does not increase the Company's liability.

The Company may reinstate or replace any Property damaged without being bound to reinstate exactly or completely but only as circumstances permit and without detriment to the Policyholder. The Policyholder shall, at their expense, provide the Company with all such plans, documents, books and information as the Company may reasonably require.

**27 Seasonal increase**

The sum insured in respect of Stock shall be increased by 25% for the months of March April August November and December

This provision shall not apply to the Stock in Transit Extension

**28 Sprinkler Upgrading Costs**

The additional costs incurred by the Policyholder in upgrading any existing automatic sprinkler installation to conform to the current Loss Prevention Council (LPC) rules solely as imposed upon the Policyholder by the Company following insured Damage.

Provided that at the time of Damage the sprinkler installation conformed to the LPC rules current at the time of installation but did not conform to subsequent amendments to those rules.

The Limit of Liability being £100,000.

**29 Theft Cover Extension**

Any cover granted under this insurance in respect of Theft includes

- A) the cost of repairing Damage to the Buildings (whether or not the Buildings are insured hereunder) if the Policyholder is responsible for the repairs and the Damage is not otherwise insured
- B) the reasonable expenses (not exceeding £5,000) incurred in necessarily replacing locks to the Buildings or safes or strongrooms therein consequent upon the Theft (as insured) of keys from such building or from the residence of any of the authorised key holding directors partners trustees employees and volunteers of the Policyholder

### **30 Theft from Unattended Vehicles**

Where Specified Items: "All Risks" insurance is shown as insured in the Schedule the Company will pay for theft or attempted theft thereof of Property Insured contained in any vehicle operated by the Policyholder which is not individually attended provided

- A) All doors windows and other openings are left closed securely locked and properly fastened and
- B) Entry or access to the vehicle has been effected by forcible and violent means and
- C) The item is concealed out of sight in a locked boot or locked glove compartment

Subject to the Liability of the Company not exceeding in respect of this extension

The Limit of Liability being any one item £2,500

The Limit of Liability being any one claim £10,000

### **31 Trace and Access**

In the event of Damage resulting from escape of water or oil as covered under this Policy the Company will pay the costs necessarily and reasonably incurred by the Policyholder in locating the source of such Damage and subsequently making good

Provided that the Company shall not be liable under this clause for more than the limit stated below in respect of any one period of insurance

The Limit of Liability being £25,000

### **32 Transfer of Interest**

If at the time of any insured Damage to any Building insured the Policyholder shall have contracted to sell their interest in the Building and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this insurance in respect of such Damage if and so far as the Property is not otherwise insured by the purchaser or on the purchaser's behalf against such Damage without prejudice to the rights and liabilities of the Policyholder or the Company under this insurance up to the date of completion

### **33 Unauthorised Use of Water, Gas, Electricity and Oil**

The costs of metered water, gas, electricity and oil for which the Policyholder is legally responsible arising from its unauthorised use by persons taking possession of or occupying the Premises without the consent of the Policyholder.

The Limit of Liability being £25,000.

### **34 Undamaged Stock**

The insurance in respect of Stock extends to include undamaged Stock that deteriorates, is condemned or otherwise becomes unusable resulting solely from Damage as insured to other Property insured.

The Limit of Liability being £25,000.

### **35 Workers**

Workers are allowed in and about the Premises for the purpose of carrying out minor alterations, repairs, decoration and general maintenance and the like without prejudice to the terms of the Policy.

## **Exclusions**

This insurance does not cover

### **1 Policyholder's Contribution**

The Policyholder's Contribution, as specified in the Schedule, being the first part of each and every loss to be borne by the Policyholder, at each separate Premises, as ascertained after the application of all other terms and conditions of this Policy including the Underinsurance provision.

Damage caused by Covers 2 (Earthquake) and 4 (Storm or Flood) occurring continuously or intermittently within any period of 72 consecutive hours shall be deemed to constitute one loss, provided that, in the event of expiry or cancellation of this Policy any such period may not end later than the termination of the Period of Insurance, such period shall be deemed to have commenced on the first happening of such Damage.

### **2 Marine Policies**

Damage to Property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected



### 3 War and Allied Risks

Damage and any loss expense or liability caused by

- A) riot or civil commotion except to the extent that it is specifically insured
- B) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

### 4 Pollution and Contamination

Damage to any Property and any loss or expenses or liability resulting or arising therefrom caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by

- A) pollution or contamination which itself results from any Cover insured (other than Cover 10)
- B) any Cover insured (other than Cover 10) which itself results from pollution or contamination

### 5 Radioactive Contamination

Damage and any loss or expense or liability resulting or arising directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### 6 Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to an act of Terrorism

In Great Britain and Northern Ireland Terrorism means

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

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- 1) influence any government or any international governmental organisation or
- 2) put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder

### 7 Cyber and Data

A) Cyber Loss or;

- B) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent Damage to Property Insured where such Damage is caused by any of the following Defined Perils which directly results from a Cyber Incident or a Cyber Act

Defined Perils shall mean the following Covers unless otherwise excluded by this Policy:

**Fire, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious vandalism (but only where involving physical force or violence), Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft**

## 8 Physical Security Protection

Damage by Cover & Theft at the Premises where the Minimum Standards of Security is a requirement of cover and is shown in the Schedule if:

- A) The Policyholder has knowingly and wilfully failed to meet the standards
- or
- B) All of the following apply:
  - i) The physical security protecting the Property is the Policyholders responsibility
  - ii) The absence of the Minimum Standards of Security is a major contributor to Damage
  - iii) The Company has not been informed of the absence of the Minimum Standards of Security

### Definition

Minimum Standards of Security

### Doors

In respect of all external doors (including wicket gates) and internal doors leading to other premises or part of premises not occupied by the Policyholder.

### Timber and Steel Doors

To be secured by either

- (i) a mortice deadlock conforming to BS3621 together with a compatible boxed striking plate
- or
- (ii) a close shackle padlock with minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar
- or (for doors other than final exit)
- (iii) two key operated security bolts for doors one fitted approximately 300mm from the top of the door and the other approximately 300mm from the bottom

### Aluminium and UPVC Doors

To be secured by a cylinder operated mortice deadlock or deadlocking multi-point locking system

### Outward Opening Doors (applicable to timber and steel doors only)

In addition to the appropriate locks and bolts detailed above each outward opening door to be fitted with hinge bolts top and bottom

The above requirements do not apply to any door officially designated as a fire exit by the fire authority

### Windows

Each ground floor and basement opening window or skylight and other window or skylight accessible from decks roofs balconies canopies fire escapes or downpipes to be secured by a key operated lock fitted independently of the existing fastener unless the lock forms part of the original fastener design

This requirement does not apply to any window or skylight which is either

- (i) protected by solid steel bars grilles lockable gates expanded metal or weld-mesh
- or
- (ii) officially designated as a fire exit by the fire authority

## 9 Intruder Alarm Protection

Damage by Cover & Theft at the Premises where Intruder Alarm protection is a requirement of cover and is shown in the Schedule if:

- A) The Policyholder has knowingly and wilfully failed to maintain the systems or appliances
- or
- B) All of the following apply:
  - i) The Premises are unattended
  - ii) The maintenance and efficacy of the Intruder Alarm are the Policyholders responsibility
  - iii) The failure of the Intruder Alarm is a major contributor to Damage
  - iv) The Company has not been informed of the absence of alarm protection



## 10 Sprinkler, Fire Alarm and Fire Extinguisher Protections

Damage by Cover 1A) Fire at the Premises where sprinkler, fire alarm or fire extinguisher protection is a requirement of cover and is shown in the Schedule if:

- A) The Policyholder has knowingly and wilfully failed to maintain the systems or appliances
- or
- B) All of the following apply:
  - i) The maintenance and efficacy of the system or appliances are the Policyholders responsibility
  - ii) The failure of the sprinkler, fire alarm or fire extinguisher protection is a major contributor to Damage
  - iii) The Company has not been informed of the absence of the sprinkler, fire alarm or fire extinguisher protection

## 11 Property Excluded

Damage to Property which is more specifically insured, Property in transit, vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft, land, piers, jetties, bridges, culverts and excavations, livestock, growing crops and trees, Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection or overhead transmission lines

## 12 Empty, disused, unoccupied Buildings

Damage at the Premises in respect of any Building that is empty disused unoccupied unfurnished untenanted or no longer in active use for any continuous period exceeding 30 days where

- A) The Policyholder has knowingly and wilfully failed to meet the Security and Inspection Standards
- or
- B) All of the following apply:
  - i) The physical security protecting the Property is the Policyholders responsibility
  - ii) The absence of the Security and Inspection Standards are a major contributor to Damage
  - iii) The Company has not been informed of the absence of the Security and Inspection Standards

### Definition

Security and Inspection Standards

- A) gas water and electricity services and any fuel supplies be kept shut off at the switch or stopcock where such services enter the Building
- B) all water and heating systems be kept drained
- C) the Building be kept secured by
  - i) the use of mortise deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters
  - ii) the use of window locks – where locks are not fitted windows must be locked shut by other means
  - iii) repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood reasonably braced and secured against forced entry
  - iv) sealing all letterboxes or fitting a stout steel cage internally
- D) the Building and external areas immediately surrounding the Building be kept free of all unfixed combustible materials
- E) the Building be inspected internally and externally by the Policyholder or their nominees at least weekly to check that the requirements of the Security and Inspection Standards are in place and in the event of a breach of the requirements A) to D) the Policyholder or their nominees shall immediately
  - i) arrange to carry out the necessary work to satisfy the aforesaid requirements
  - ii) notify the Company of such a breach

## 13 Disease Exclusion

- A) Subject to clause B) and notwithstanding anything in this section of the Policy to the contrary this section of the Policy does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:
  - i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
  - ii) any disease arising from any such pathogen or microorganism, or
  - iii) the threat or fear (actual or perceived) of i) or ii)
- B) Clause A) does not exclude any cover otherwise provided by this section of the Policy for Damage which itself results from a Defined Peril caused by any of sub-clauses A) i) to iii)

For the purposes of this clause a Defined Peril shall mean the following Covers only unless otherwise excluded by this Policy:  
**Fire, Explosion, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft**

## Definitions

### 1 Designation of Property

Where necessary the item heading under which any Property is insured shall be determined by the designation under which such Property appears in the Policyholder's books

### 2 Property Insured

- Buildings
  - General Contents
  - Stock
  - Other Property or interests
- } at the Premises including within the open yards  
forming part of the Premises (subject to any  
specific exclusions)

all as defined below or more fully described in the Schedule and all being the Property of the Policyholder or for which they are responsible but excluding

- Property which is more specifically insured
- unless specifically notified to and accepted by the Company as insured
  - A) land roads pavements piers jetties bridges culverts or excavations
  - B) livestock growing crops or trees

### 3 Buildings

- buildings (being built mainly of brick stone concrete or other non-combustible materials unless otherwise stated in the Schedule)
- a room office space or portion of a building occupied by the Policyholder
- landlord's fixtures and fittings in and on the buildings
- small outside buildings extensions annexes gangways
- walls gates and fences
- yards, car parks, roads, pavements, forecourts, paved areas
- solar panels, wind turbines attached to the buildings, fixed signage and canopies
- street furniture, building management security systems
- landscaping, recreational features, foundations, glass
- services which shall mean telephone gas and water mains electrical instruments meters piping cabling and the like and the accessories thereon extending from the buildings to the perimeter of the premises or to the public mains (including those underground)

### 4 General Contents

- machinery plant fixtures fittings and other trade equipment
- all office equipment and other contents
- patterns models moulds plans and designs
- documents manuscripts and business books (excluding computer systems records) for an amount not exceeding £25,000 in respect of any one loss
- tenants' improvements
- alterations and decorations
- in so far as they are not otherwise insured directors' partners' trustees' employees' and volunteers' personal effects including clothing pedal cycles tools instruments and the like for an amount not exceeding £2,500 per person but any cover granted under this insurance for Damage by Theft shall not apply to personal effects partly or wholly of precious metal jewellery watches furs contact lenses portable electronic entertainment equipment cameras Money and securities of any description
- Money and securities of any description for an amount not exceeding £1,000 in total and subject to any specific exclusions in this insurance
- wines spirits cigarettes and tobacco held for entertainment purposes for an amount not exceeding £500 in total in respect of Damage by Theft (if insured)
- to the extent that they are not otherwise insured motor vehicles motor chassis and their contents
- in so far as they are not otherwise insured Property donated whilst within the Premises of the Policyholder and for which the Policyholder have accepted responsibility or custody for from third parties subject to the total payable being limited to £2,500 during any one Period of Insurance

### 5 Money

Cash bank notes currency notes cheques bankers drafts postal orders money orders current postage stamps and revenue stamps National Insurance stamps National Savings stamps and certificates holiday savings stamps luncheon vouchers credit company sales vouchers VAT purchase invoices Premium Bonds bills of exchange giro cheques and drafts gift tokens trading stamps unused units in franking machines consumer redemption vouchers and credit cards

### 6 Data Processing Media

Property on which Data can be stored but excluding the Data itself.

## **7 Stock**

Stock and materials in trade work in progress and finished goods

## **8 Glass**

Normal flat annealed glass including toughened and laminated glass unless otherwise shown in the Schedule

## **9 Office Machines**

Typewriters duplicators photocopying machines calculators accounting machines telephone installations public address systems dictating equipment postal and franking machines and similar office machinery belonging to the Policyholder or for which the Policyholder is responsible and the limit any one machine not exceeding £2,500 or as otherwise specified in the Schedule

## **10 Policyholders Contribution**

The first monetary amount of any claim borne by the Policyholder at each separate Premises as ascertained after the application of all other terms and conditions as described in the relevant insurance section.

## **11 Business**

The activities undertaken by the Policyholder as stated in the Schedule.

## **12 Premises**

The premises owned, occupied, leased or rented by the Policyholder as stated in the Schedule.

## **13 Property**

The material assets owned by the Policyholder or those material assets for which they are legally responsible.

## **14 Interest**

Where loss, damage or injury would cause financial loss to the Policyholder.

## **15 Intruder Alarm**

Intruder alarm including all lines and equipment used to transmit the signals to and from the Premises.

## **16 Contract Works**

Temporary or permanent works executed or in the course of execution at the Premises by or on behalf of the Policyholder for the purposes of alterations or improvements to the Premises including unfixed site materials for use in connection therewith.

## **17 Computer System**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data Processing Media, networking equipment or back up facility, whether owned or operated by the Policyholder or by any other party.

## **18 Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

## **19 Cyber Incident**

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or  
any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System.

## **20 Cyber Loss**

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

## **21 Data**

Any data of any sort, 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 other information whatsoever.

## **22 Virus**

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer System, Data or operations, whether involving self-replication or not.

The definition of Virus 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.

## THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

### Business Interruption Insurance

If Damage by any of the Covers insured occurs at the Premises to Property used by the Policyholder for the purpose of the Business and causes interruption of or interference with the Policyholder's Business at the Premises the Company will pay to the Policyholder the amount of loss resulting from the interruption or interference caused by the Damage in accordance with the provisions of the insurance

provided that

- A) payment has been made or liability admitted for the Damage under an insurance covering the interest of the Policyholder in the Property
- or
- payment would have been made or liability admitted for the Damage but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- B) the Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability

### Covers

The following are the Covers insured except as otherwise stated in the Schedule

- 1 **A Fire** (including smoke) excluding Damage
  - i) by explosion resulting from fire
  - ii) to Property caused by its undergoing any process involving the application of heat
- B Explosion** excluding Damage
  - caused by the bursting of any vessel machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only, but this shall not exclude explosion of
    - any boiler used for domestic purposes only or any other boiler or economiser on the Premises
    - gas used for domestic purposes only
- C Lightning**
- D Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
- 3 **Riot and malicious persons**, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding Damage
  - A) arising from nationalisation confiscation requisition or destruction by order of the government or any public authority
  - B) arising from cessation of work
  - C) i) in the course of theft or attempted theft
    - ii) in respect of any building which is empty or not in usedirectly caused by malicious persons not acting on behalf of or in connection with any political organisation
- 4 **Storm or flood** excluding Damage
  - A) attributable solely to change in the water table level
  - B) caused by frost subsidence ground heave or landslip
  - C) to fences gates and moveable Property in the open
- 5 **Escape of water** from any tank apparatus or pipe excluding Damage
  - A) by water discharged or leaking from an automatic sprinkler installation
  - B) in respect of any building which is empty or not in use
- 6 **Impact** by any road vehicle (including any fork lift truck or other industrial vehicle) or animal
- 7 **Sprinkler Leakage** the accidental escape of water from any automatic sprinkler installation excluding Damage
  - A) by freezing in any building which is empty or not in use
  - B) by heat caused by fire
- 8 **Theft** (which shall be deemed to include attempted theft) excluding Damage
  - A) which does not involve
    - i) entry to or exit from that part of the building occupied by the Policyholder for the purpose of the Business by forcible and violent means

or

ii) actual or threatened assault or violence

B) from any part of the building not occupied by the Policyholder for the purpose of the Business

C) from the open or from any outbuilding

D) to Property in transit

E) to Money and securities of any description

**9 Subsidence** ground heave or landslip excluding Damage

A) arising from the settlement or movement of made-up ground or by coastal or river erosion

B) occurring as a result of the construction demolition structural alteration or structural repair of any Property at the Premises

C) arising from normal settlement or bedding down of new structures

D) commencing prior to the granting of cover under this Policy

**10 Any other accident** excluding Damage

A) by any of

i) the Covers

ii) the causes expressly excluded from the Covers specified in the paragraphs 1-9 or 11-15 (whether or not insured)

B) to any Property caused by

i) its own faulty or defective design or materials

ii) inherent vice latent defect gradual deterioration wear and tear

iii) faulty or defective workmanship operational error or omission on the part of the Policyholder or any of their directors, partners, employees or volunteers but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded

C) caused by

i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects

ii) change in temperature colour flavour texture or finish

iii) Joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super- heaters, pressure vessels or any connected range of steam and feed piping

iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates, but this shall not exclude:

i) such Damage which itself results from other Damage and is not otherwise excluded

ii) subsequent Damage which itself results from a cause not otherwise excluded

D) caused by

i) pollution or contamination

ii) acts of fraud or dishonesty

iii) disappearance unexplained or inventory shortage misfiling or misplacing of information

E) to

i) a building or structure caused by its own collapse or cracking

ii) moveable Property in the open fences and gates by wind rain hail sleet snow flood or dust

iii) Property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

F) to

i) Property in transit

ii) Money and securities of any description

iii) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft

iv) land, piers, jetties, bridges, culverts and excavations

v) livestock, growing crops and trees

vi) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection

vii) overhead transmission lines

**11 Glass** Damage resulting from

A) the accidental breakage of fixed Glass by fracture extending through its entire thickness

B) Damage to neon and illuminated signs and electric light fittings

C) Accidental breakage of sanitary earthenware

- D) Damage by impact or falling glass to
  - i) the framework and fittings of the ground floor frontage
  - ii) goods on display in windows

Excluding

- A) breakage or Damage
  - i) consequent upon alterations to the framework or position of any of the Glass or to neon and illuminated signs and electric light fittings or to sanitary earthenware
  - ii) consequent upon settlement or expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion of the buildings
  - iii) whilst the Premises are empty or not in use unless specifically agreed
  - iv) existing prior to the commencement of this insurance and not subsequently replaced
  - v) in respect of neon and illuminated signs and electric light fittings
    - a) occasioned by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempt thereat
    - b) of bulbs or tubes unless consequent upon Damage to signs or fittings
  - vi) of
    - a) Glass which is bent tinted stained and fired or incorporated in multiple glazed units
    - b) lettering or decoration or protective film or alarm foil on Glass unless to comply with the quality recommended in the British Standard Code of Practice BS 6262
    - c) any consequence of fire or explosion unless more specifically insured under Cover 1

**12 Oil escaping from a fixed heating installation or apparatus** connected therewith excluding the cost of replacing the oil subject to the Company's liability under this Cover not exceeding £5,000 any one period of insurance

**13 Falling trees** or parts thereof excluding Damage caused by felling or lopping by or on behalf of the Policyholder

**14 Damage to Buildings caused by falling television or radio receiving aerials fittings and masts**

**15 Accidental Damage to the underground water pipe gas pipe or electricity cable** extending from the Buildings to public mains subject to the Company's liability under this Cover not exceeding £10,000 any one period of insurance

## The Insurance Provided

### Item on Gross Profit

(if shown as operative in the Schedule)

Subject to the special provisions below the Company will pay as indemnity:

#### A) In respect of Reduction in Turnover

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period falls short of the Standard Turnover in consequence of the Damage

#### B) 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 Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the total of

- the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided
- plus
- 5% of the sum insured by the item (but not more than £250,000)

### Item on Gross Revenue

(if shown as operative in the Schedule)

Subject to the special provisions below the Company will pay as indemnity:

#### A) In respect of Loss of Gross Revenue

the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Damage

#### B) In respect of Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage

but not exceeding the total of

- the amount of the reduction in Gross Revenue thereby avoided
- plus
- 5% of the sum insured by the item (but not more than £250,000)



## Special Provisions

### 1 Alternative Trading

If during the Indemnity Period goods are sold or services rendered elsewhere than at the Premises for the benefit of the Business either by the Policyholder or by others on the Policyholder's behalf the money paid or payable in respect of such sales or services shall be taken into account in arriving at the

A) Turnover (for Item on Gross Profit)

or

B) Gross Revenue

during the Indemnity Period

### 2 Savings

If any of the charges or expenses of the Business payable out of Gross Profit or Gross Revenue cease or reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable

### 3 Professional Accountants' Charges

The Company will pay the reasonable charges payable by the Policyholder to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Policyholder's accounts

### 4 Underinsurance

(Not applicable if the insurance is on the Declaration-Linked basis)

If the sum insured is less than the Insurable Amount the amount payable shall be proportionately reduced

### Item on Additional Cost of Working

(if shown as operative in the Schedule and cover on Gross Profit or Gross Revenue have not been selected)

A) The Insurance Provided shall be as follows and not as otherwise stated

The insurance under this item is limited to Additional Cost of Working and the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the Business during the Indemnity Period in consequence of the Damage but not exceeding 50% of the sum insured during the first quarter of the Maximum Indemnity Period and not exceeding that proportion of the sum insured which the Indemnity Period bears to the Maximum Indemnity Period for the remainder

B) The Definitions and Memoranda to this insurance are not operative

The following Definition is hereby added

#### Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period (as shown in the Schedule) thereafter during which the results of the Business shall be affected in consequence of the Damage

## Additional Definitions

### Payments on Account

(applicable to Item on Gross Profit, Gross Revenue or Additional Cost of Working if shown as operative in the Schedule)

Payments on account may be made during the Indemnity Period if desired

## Extensions

### 1 Automatic Reinstatement after a Loss

If any of the Property Insured described in the Schedule suffers Damage at the Premises insured and Business Interruption losses resulting therefrom by any of the Covers other than by Theft the sum insured in respect of the Business Interruption cover shall be reduced in whole or in part by the amount of any such Business Interruption

In the absence of written notice by the Policyholder or the Company to the contrary following the occurrence of any Damage, the Company's liability shall not be reduced by the amount of any loss

Provided that

A) the Policyholder shall pay the appropriate additional Premium for such automatic reinstatement of cover if required by the Company

B) the Company will not be liable in respect of any one Event for more than the Policy Limit sum insured or other limit of liability applicable to the Business Interruption Insurance cover

C) any limit of liability described as applying in the aggregate during the Period of Insurance shall not be reinstated

D) the Policyholder shall take immediate steps to effect the additions to or variations in the protections of the Property Insured as the Company may require

### 2 Outstanding Debit Balances

If any of the Policyholder's business records at the Premises suffer Damage by any of the Covers insured preventing the Policyholder from tracing or establishing customer's debit balances in whole or part due to them the Company will pay to the

Policyholder the amount of loss resulting from such Damage in accordance with the provisions of the insurance provided that the Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured by the item stated in the Schedule

For the purpose of the insurance provided by this clause Damage shall mean loss destruction or damage

Provided the following additional Exclusions apply

- A) theft from any unattended vehicle
- B) in respect of any other accident

By

- 1) erasure or distortion of information on computer systems or other records due to
  - i) the presence of a magnetic flux
  - ii) the failure breakdown or malfunction of equipment
  - iii) error in the operating of equipment
  - iv) defects in such records
- 2) any fraudulent or other criminal act for the purpose of obtaining money from the Policyholder or alteration manipulation or falsification of records for the purpose of concealing such an act
- 3) any bookkeeping accounting or other errors or omissions
- 4) disappearance misfiling or misplacing of information or any loss only revealed by periodic check or audit

### **The Insurance Provided**

Subject to the provisions below the Company will pay as indemnity –

- A) the difference between
  - 1) the Outstanding Debit Balances
  - and
  - 2) the total of the amounts received or traced in connection with such balances
- B) the additional expenditure incurred with the consent of the Company in tracing and establishing customers' debit balances after the Damage

The following are the provisions referred to above

- 1) Professional Accountants' Charges

The Company will pay the reasonable charges payable by the Policyholder to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Policyholder's accounts

- 2) Underinsurance

If at the time of the Damage the sum insured is less than the Outstanding Debit Balances the amount payable shall be proportionately reduced

### **Definition**

**Outstanding Debit Balances**

the total recorded under the provisions of debit recording adjusted for

- A) bad debts
- B) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to the credit accounts of the Business in the period between the date to which the last monthly record relates and the date of the Damage and
- C) any abnormal condition of trade which had or could have had a material effect on the Business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred

### **Memoranda**

**Debit recording Condition**

The Policyholder shall maintain a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the Business at the end of each month and in the event of Damage giving rise to a claim shall supply that record to the Company

### **Extension**

This insurance extends to include loss as insured by the policy in consequence of Damage by any Cover insured to any of the Policyholder's records whilst

- A) temporarily at premises occupied by persons acting on the Policyholder's behalf
- B) in transit

in Great Britain Northern Ireland the Channel Islands or the Isle of Man

The Limit of Liability being as detailed in the Schedule



## Exclusions

This insurance does not cover

### 1 Policyholder's Contribution

This insurance does not cover the Policyholder's Contribution (as specified in the Schedule) being the first part of each and every loss to be borne by the Policyholder at each separate premises as ascertained after the application of all other terms and conditions of the insurance including the Underinsurance Provision

### 2 Marine Policies

Damage to Property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

### 3 War and Allied Risks

Damage and any loss expense or liability caused by

- A) riot or civil commotion except to the extent that it is specifically insured
- B) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

### 4 Pollution and Contamination

Damage to any Property and any loss or expenses or liability resulting or arising therefrom caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by

- A) pollution or contamination which itself results from any Cover insured (other than Cover 10)
- B) any Cover insured (other than Cover 10) which itself results from pollution or contamination

### 5 Radioactive Contamination

Damage and any loss or expense or liability resulting or arising directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### 6 Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to an act of Terrorism

In Great Britain and Northern Ireland Terrorism means

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

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- 1) influence any government or any international governmental organisation or
- 2) put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder

## 7 Cyber and Data

any:

A) Cyber Loss or;

B) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent Damage to Property Insured and the amount of loss resulting from interruption of or interference with the Policyholder's Business caused by such Damage to Property Insured where such Damage is caused by any of the following Defined Perils which directly results from a Cyber Incident or a Cyber Act

Defined Perils shall mean the following Covers unless otherwise excluded by this Policy:

**Fire, Lightning, Aircraft, Explosion, Earthquake, Riot** and malicious vandalism (but only where involving physical force or violence), **Storm or Flood**, Escape of water, **Impact, Sprinkler Leakage or Theft**

## 8 Physical Security Protection

Damage by Cover 8 Theft at the Premises where the Minimum Standards of Security is a requirement of cover and is shown in the Schedule if:

A) The Policyholder has knowingly and wilfully failed to meet the standards

or

B) All of the following apply:

i) The physical security protecting the Property is the Policyholders responsibility

ii) The absence of the Minimum Standards of Security is a major contributor to Damage

iii) The Company has not been informed of the absence of the Minimum Standards of Security

### Definitions

Minimum Standards of Security

### Doors

In respect of all external doors (including wicket gates) and internal doors leading to other premises or part of premises not occupied by the Policyholder.

### Timber and Steel Doors

To be secured by either

(i) a mortice deadlock conforming to BS3621 together with a compatible boxed striking plate

or

(ii) a close shackle padlock with minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar

or (for doors other than final exit)

(iii) two key operated security bolts for doors one fitted approximately 300mm from the top of the door and the other approximately 300mm from the bottom

### Aluminium and UPVC Doors

To be secured by a cylinder operated mortice deadlock or deadlocking multi-point locking system

### Outward Opening Doors (applicable to timber and steel doors only)

In addition to the appropriate locks and bolts detailed above each outward opening door to be fitted with hinge bolts top and bottom

The above requirements do not apply to any door officially designated as a fire exit by the fire authority

### Windows

Each ground floor and basement opening window or skylight and other window or skylight accessible from decks roofs balconies canopies fire escapes or downpipes to be secured by a key operated lock fitted independently of the existing fastener unless the lock forms part of the original fastener design

This requirement does not apply to any window or skylight which is either

(i) protected by solid steel bars grilles lockable gates expanded metal or weld-mesh

or

(ii) officially designated as a fire exit by the fire authority

## 9 Intruder Alarm Protection

Damage by Cover 8 Theft at the Premises where Intruder Alarm protection is a requirement of cover and is shown in the Schedule if:

- A) The Policyholder has knowingly and wilfully failed to maintain the systems or appliances  
or
- B) All of the following apply:
  - i) The Premises are unattended
  - ii) The maintenance and efficacy of the Intruder Alarm are the Policyholders responsibility
  - iii) The failure of the Intruder Alarm is a major contributor to Damage
  - iv) The Company has not been informed of the absence of alarm protection

## 10 Sprinkler, Fire Alarm and Fire Extinguisher Protections

Damage by Cover 1A) Fire at the Premises where sprinkler, fire alarm or fire extinguisher protection is a requirement of cover and is shown in the Schedule if:

- A) The Policyholder has knowingly and wilfully failed to maintain the systems or appliances  
or
- B) All of the following apply:
  - i) The maintenance and efficacy of the system or appliances are the Policyholders responsibility
  - ii) The failure of the sprinkler, fire alarm or fire extinguisher protection is a major contributor to Damage
  - iii) The Company has not been informed of the absence of the sprinkler, fire alarm or fire extinguisher protection

## 11 Property Excluded

Damage to Property which is more specifically insured, Property in transit, vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft, land, piers, jetties, bridges, culverts and excavations, livestock, growing crops and trees, Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection or overhead transmission lines

## 12 Empty, disused, unoccupied Buildings

Damage at the Premises in respect of any Building that is empty disused unoccupied unfurnished untenanted or no longer in active use for any continuous period exceeding 30 days where

- A) The Policyholder has knowingly and wilfully failed to meet the Security and Inspection Standards  
or
- B) All of the following apply:
  - i) The physical security protecting the Property is the Policyholders responsibility
  - ii) The absence of the Security and Inspection Standards are a major contributor to Damage
  - iii) The Company has not been informed of the absence of the Security and Inspection Standards

### Definition

Security and Inspection Standards

- A) gas water and electricity services and any fuel supplies be kept shut off at the switch or stopcock where such services enter the Building
- B) all water and heating systems be kept drained
- C) the Building be kept secured by
  - i) the use of mortise deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters
  - ii) the use of window locks – where locks are not fitted windows must be locked shut by other means
  - iii) repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood reasonably braced and secured against forced entry
  - iv) sealing all letterboxes or fitting a stout steel cage internally
- D) the Building and external areas immediately surrounding the Building be kept free of all unfixed combustible materials
- E) the Building be inspected internally and externally by the Policyholder or their nominees at least weekly to check that the requirements of the Security and Inspection Standards are in place and in the event of a breach of the requirements A) to D) the Policyholder or their nominees shall immediately
  - i) arrange to carry out the necessary work to satisfy the aforesaid requirements
  - ii) notify the Company of such a breach

## 13 Disease Exclusion

- A) Subject to clause B) and notwithstanding anything in this section of the Policy to the contrary and except to the extent expressly provided by the Specified Disease Extension to the Business Interruption Insurance section herein this section of the Policy does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:
- i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
  - ii) any disease arising from any such pathogen or microorganism, or
  - iii) the threat or fear (actual or perceived) of i) or ii)
- B) Clause A) does not exclude any cover otherwise provided by this Policy for:
- i) Damage which itself results from a Defined Peril caused by any of sub-clauses A) i) to iii)
  - ii) loss due to interruption or interference with the Business of the Policyholder directly caused by such Damage.

For the purposes of this clause a Defined Peril shall mean the following Covers only unless otherwise excluded by this Policy:

**Fire, Explosion, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft**

## Definitions

### 1 Indemnity Period

the period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Maximum Indemnity Period (as shown in the Schedule)

### 2 Turnover

the money paid or payable to the Policyholder for goods sold and delivered and for services rendered in course of the Business at the Premises

### 3 Gross Profit

the amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Variable Costs

#### Notes

- 1) The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Policyholder's normal accountancy methods due provision being made for depreciation
- 2) The Uninsured Variable Costs shall have the meaning usually attached to them in the Policyholder's accounts

### 4 Uninsured Variable Costs

Those costs that vary directly with the output or the sales revenue of a company and shall mean:

Purchases and related discounts

Bad debts

unless otherwise stated in the Schedule

### 5 Gross Revenue

The money paid or payable to the Policyholder for work done and services rendered in course of the Business at the Premises

### 6 Estimated Gross Profit or Estimated Gross Revenue

the amount declared by the Policyholder to the Company as representing not less than the Gross Profit or Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (subject to the provision of Note 3 above)

### 7 Actual Gross Profit or Actual Gross Revenue

the Gross Profit or Gross Revenue earned during the financial year most nearly concurrent with the Period of Insurance (subject to the provision of Note 3 above)

### 8 Rate of Gross Profit

The rate which Gross Profit would have borne to Turnover, during the Indemnity Period, if the Damage had not occurred and allowing for trends of the Business or circumstances which would have affected the Business irrespective of the Damage occurring.

### 9 Standard Turnover or Standard Gross Revenue

The Turnover or Gross Revenue which would have been obtained during the Indemnity Period, if the Damage had not occurred and allowing for trends of the Business or circumstances which would have affected the Business irrespective of the Damage occurring.

## **10 Insurable Amount**

The Gross Profit or Gross Revenue which would have been earned in the twelve months immediately following the date of Damage, if the Damage had not occurred and allowing for trends of the Business or circumstances which would have affected the Business irrespective of the Damage occurring

The following notes refer to the Business Interruption Definitions stated below

**A)** To the extent that the Policyholder is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax

**B)** In the definitions of

i) Estimated Gross Profit and Insurable Amount

or

ii) Estimated Gross Revenue and Insurable Amount

the amount of Gross Profit or Gross Revenue shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months

## **11 Policyholders Contribution**

The first monetary amount of any claim borne by the Policyholder at each separate Premises as ascertained after the application of all other terms and conditions as described in the relevant insurance section.

## **12 Business**

The activities undertaken by the Policyholder as stated in the Schedule.

## **13 Premises**

The premises owned, occupied, leased or rented by the Policyholder as stated in the Schedule.

## **14 Property**

The material assets owned by the Policyholder or those material assets for which they are legally responsible.

## **15 Intruder Alarm**

Intruder alarm including all lines and equipment used to transmit the signals to and from the Premises.

## **16 Computer System**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data Processing Media, networking equipment or back up facility, whether owned or operated by the Policyholder or by any other party.

## **17 Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

## **18 Cyber Incident**

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System.

## **19 Cyber Loss**

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

## **20 Data**

Any data of any sort, 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 other information whatsoever.

## **21 Virus**

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer System, Data or operations, whether involving self-replication or not.

The definition of Virus 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.

## **22 Data Processing Media**

Property on which Data can be stored but excluding the Data itself.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

## Money Insurance

### Section 1 Money

The Company will indemnify the Policyholder up to the Limit of Liability shown in the Schedule or as stated below for any Damage to Money and property described in items 1A), 1B), 1C) and 2 below occurring during the Period of Insurance

- A) as regards Item 3 the loss or damage is due to robbery or attempt thereat
- B) as regards Item 5 the loss or damage is due to theft or attempt thereat and
- C) the Company's liability in respect of any one occurrence or number of occurrences arising directly or indirectly from any one source or original cause shall not exceed the relevant Limit of Liability

Item No	Limit of Liability any one loss
1 Money	
A) in the Policyholder's Premises during Working Hours or in transit or in a bank night safe and thereafter within bank premises until at the bank's risk or at any of the Policyholder's contract sites during Working Hours As shown in the Schedule	As shown in the Schedule
B) in the Policyholder's Premises out of Working Hours	
1) in locked safes or strongrooms as shown in the Schedule	As shown in the Schedule
2) in all other locked safes or strongrooms	As shown in the Schedule
3) not in a locked safe or strongroom	£500
C) in the Policyholder's residence or that of any of the Policyholder's directors partners trustees employees or volunteers	
1) while in a locked safe or while an adult is in the residence	£500
2) otherwise	£500
D) Anywhere in Great Britain, Northern Ireland, the Channel Islands or Isle of Man other than as described in Item No A), B) and C) above	£500
2 Non-negotiable Money	£250,000
3 Clothing and personal effects (not exceeding £25 per person in personal money) belonging to the Policyholder or any of the Policyholder's directors partners trustees employees or volunteers while engaged in the Business	£250 per person
4 Stamped or impressed National Insurance Cards	Unlimited
5 Any postal franking machine safe strongroom or any container or waistcoat used for the carriage of Money belonging to the Policyholder or for which the Policyholder is responsible	Unlimited

### Extensions

#### 1 Fundraising Events

For the Policyholders first three fundraising events during any one Period of Insurance the Limit of Liability any one loss is restated as follows

- C) in the Policyholder's residence or that of any one of the Policyholder's directors partners trustees or employees or volunteers
  - 1) while in a locked safe or while an adult is in the residence £1,000

### Exclusions

The Company shall not be liable for

#### 1 Discovery Period

loss by theft by any director partner trustee employee or volunteer of the Policyholder not discovered within seven working days of the occurrence

#### 2 Error or Omission

shortage due to error or omission

#### 3 Unattended Vehicle

loss from an unattended vehicle

#### 4 Counterfeit Money

loss due to the use of counterfeit Money



## **5 Riot or Civil Commotion in Northern Ireland**

loss or damage arising from riot or civil commotion in Northern Ireland

## **6 Outside the United Kingdom**

loss or damage not within Great Britain Northern Ireland the Channel Islands or the Isle of Man

## **7 War and Allied Risk**

Damage and any loss expense or liability caused by

- A) riot or civil commotion except to the extent that it is specifically insured
- B) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## **8 Radioactive Contamination**

Damage and any loss or expense or liability resulting or arising directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## **9 Terrorism**

Damage occasioned by or happening through or in consequence directly or indirectly of:

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and
- B) in Northern Ireland civil commotion.

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

Terrorism means: 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.

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder.

## **10 Cyber and Data**

any:

- A) Cyber Loss or;
- B) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent Damage to Property Insured where such Damage is caused by any of the following Defined Perils which directly results from a Cyber Incident or a Cyber Act

Defined Perils shall mean the following Covers unless otherwise excluded by this Policy:

Fire, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious vandalism (but only where involving physical force or violence), Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft

## **11 Intruder Alarm Protection**

Damage at the Premises where Intruder Alarm protection is a requirement of cover and is shown in the Schedule if:

- A) The Policyholder has knowingly and wilfully failed to maintain the systems or appliances  
or
- B) All of the following apply:
  - i) The Premises are unattended
  - ii) The maintenance and efficacy of the Intruder Alarm are the Policyholders responsibility
  - iii) The failure of the Intruder Alarm is a major contributor to Damage
  - iv) The Company has not been informed of the absence of alarm protection

## **12 Disease Exclusion**

- A) Subject to clause B) and notwithstanding anything in this section of the Policy to the contrary this section of the Policy does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:
  - i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or



- ii) any disease arising from any such pathogen or microorganism, or
- iii) the threat or fear (actual or perceived) of i) or ii)

B) Clause A) does not exclude any cover otherwise provided by this section of the Policy for Damage which itself results from a Defined Peril caused by any of sub-clauses A) i) to iii)

For the purposes of this clause a Defined Peril shall mean the following Covers only unless otherwise excluded by this Policy:  
**Fire, Explosion, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft**

### 13 Cash Carrying Protection

This insurance doesn't cover Loss where

A) The Policyholder has knowingly and wilfully failed to meet the Cash Carrying Minimum Standards  
 or

B) All of the following apply:

- i) The control of cash carrying is the Policyholders responsibility
- ii) The absence of the Cash Carrying Minimum Standards is a major contributor to loss
- iii) The Company has not been informed of the absence of the Cash Carrying Minimum Standards

#### Definitions

Cash Carrying Minimum Standards

Transits of money in excess of £3,000 up to £5,000 are carried by at least 2 able bodied persons

Transits of money in excess of £5,001 up to £10,000 are carried by at least 3 able bodied persons

Transits of money in excess of £10,001 are carried by a professional cash carrying company

## Section 2 Personal Injury (Robbery)

### The Insurance Provided

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death, Disablement or the incurring of Medical Expenses for which the Benefit is claimed, the Company will pay the appropriate Benefit to the Policyholder in respect of the number of Units of Cover as shown in the Schedule.

Number of Units 5 shall mean:

#### Benefit

- |   |   |         |
|---|---|---------|
| 1 | Death   | £25,000 |
| 2 | Loss of one or more Limbs   | £25,000 |
| 3 | Loss of one or both Eyes  | £25,000 |
| 4 | Permanent Total Disablement from any gainful employment for which the Insured Person is fitted by way of training education or experience   | £25,000 |
| 5 | Temporary Total Disablement from the Insured Person's usual occupation in the Business<br>£250 per week, or 1/52nd of the Insured Person's Annual Salary, whichever is the lesser.        |         |
| 6 | Medical Expenses shall be reimbursement up to 15% of any amount payable under Benefits 1 to 5 in respect of Medical Expenses necessarily incurred in the treatment of the Insured Person. |         |

#### Conditions

##### 1 Application of Benefits

- A) The Company will not pay in respect of any one Insured Person in connection with the same Accident more than one of Benefits 1 to 4.
- B) Any disablement under Benefits 2 to 4 must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay the Benefit.
- C) The Company will pay any amount claimed for Benefit 5 in addition to any amount claimed under Benefits 1 to 4 in connection with the same Accident, but, any payment under Benefit 5 will cease as soon as any Benefit is paid under Benefits 1 to 4.
- D) The amount payable per week under Benefit 5 will not exceed 1/52nd of the Insured Person's Annual Salary.

##### 2 Assignment

The Company will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Policy

### 3 Disappearance

In the event of the disappearance of an Insured Person if after a suitable period of time it is reasonable to believe that Death has occurred as a result of bodily injury following an Accident, Benefit 1 shall become payable, subject to a signed undertaking by the Policyholder that if the belief is subsequently found to be wrong such amount shall be refunded to the Company.

### 4 Evidence Required

In connection with any claim:

- A) all medical certificates, reports, information and evidence required by the Company to substantiate that claim must be supplied at the Insured Person's own expense and in such form as the Company may reasonably require;
- B) the Insured Person must undergo a medical examination and provide medical evidence to the Company (at the Company's expense) as often as the Company may reasonably require following receipt of that claim; and
- C) no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in (b) above.

### 5 Exposure

If an Insured Person suffers Death or Disablement as a result of exposure to the elements the Company will consider that as having been caused by bodily injury following an Accident.

### 6 Interest

No sum payable shall carry interest.

## Exclusions

The Company will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by:

- 1 illness or disease (not resulting from bodily injury following an Accident),
- 2 any naturally occurring condition or degenerative process,
- 3 any gradually operating process,
- 4 post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident).

The Company will not pay the Benefit if:

- 5 bodily injury is sustained by any person before such person attains the age of sixteen years or after the expiry of the Period of Insurance during which such person attains the age of eighty years

## Definitions

Applicable to Section 1 – Money and Section 2 – Personal Injury (Robbery)

### 1 Accident

Accident shall mean;

- A) a sudden and
- B) unexpected or unforeseen and
- C) identifiable incident.

### 2 Annual Salary

Annual Salary shall mean the Insured Person's total annual remuneration excluding payments for overtime commission or bonus (unless otherwise agreed in writing) payable by the Policyholder to the Insured Person at the date bodily injury following an Accident is sustained

### 3 Benefit and Units of Cover

Benefit and Units of Cover shall mean;

- 1 Death, or
- 2 Loss of one or more Limbs, or
- 3 Loss of one or both Eyes, or
- 4 Permanent Total Disablement from any gainful employment for which the Insured Person is fitted by way of training education or experience

In respect of Benefits 1 to 4, the 5 Units of Cover shown in the Schedule equate to £25,000

- 5 Temporary Total Disablement from the Insured Person's usual occupation in the Business for the amount shown in the Schedule

In respect of Benefit 5, the 5 Units of Cover shown in the Schedule equate to £250 per week, which will be payable per week for a maximum of 104 weeks in all, not necessarily consecutive See also Special Condition 4

### 4 Disablement

Disablement shall mean Benefits 2 to 5

## **5 Money**

Cash, bank notes, currency notes, uncrossed cheques, travellers cheques (but excluding pre-signed blank cheques), uncrossed bankers' drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, bills of exchange, consumer redemption vouchers, gift tokens and trading stamps

## **6 Non-negotiable Money**

Crossed cheques (but excluding pre-signed blank cheques), crossed bankers' drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings Certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices belonging to the Policyholder or for which the Policyholder is responsible and pertaining to the Business

## **7 Operative Time**

Operative Time shall mean while the Insured Person is engaged upon duties incidental to the Business and as a direct result of attempted robbery or actual robbery

## **8 Working Hours**

The period during which the Premises are actually occupied for Business purposes and during which the Policyholder or those of the Policyholder's directors, partners, trustees, employees or volunteers who are entrusted with Money are in the Premises or on the Policyholder's contract sites

## **9 Insured Person**

Insured Person shall mean the Policyholder or any director, partner, employee or volunteer of the Policyholder

## **10 Loss of Limb**

Shall mean

A) in the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg, or

B) in the case of an arm loss by physical severance of the entire four fingers through or above the metacarpo-phalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arm or hand

## **11 Loss of Eye**

Shall mean permanent and total loss of sight which will be considered as having occurred

A) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or

B) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

## **12 Medical Expenses**

Shall mean the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home and ambulance charges

## **13 Business**

The activities undertaken by the Policyholder as stated in the Schedule

## **14 Premises**

The premises owned, occupied, leased or rented by the Policyholder as stated in the Schedule.

## **15 Property**

The material assets owned by the Policyholder or those material assets for which they are legally responsible

## **16 Intruder Alarm**

Intruder alarm including all lines and equipment used to transmit the signals to and from the Premises.

## **17 Computer System**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data Processing Media, networking equipment or back up facility, whether owned or operated by the Policyholder or by any other party.

## **18 Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

## **19 Cyber Incident**

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or  
any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System.

## **20 Cyber Loss**

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

## **21 Data**

Any data of any sort, 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 other information whatsoever.

## **22 Data Processing Media**

Property on which Data can be stored but excluding the Data itself.

## **23 Virus**

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer System, Data or operations, whether involving self-replication or not.

The definition of Virus 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.

## THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

### Terrorism Insurance

Notwithstanding any provisions to the contrary within this Policy, the insurance in respect of all items, clauses or extensions, insured by the insurances shown in the Terrorism Insurance section of the Schedule, are extended to include Terrorism Insurance as specified in the Heads of Cover below

Terrorism Insurance Heads of Cover:

- A Damage,
- B Non Damage, and
- C loss resulting from Damage to Property,

to the extent and insofar that they are insured by this Policy in the Territories stated below the proximate cause of which is an Act of Terrorism, where any Act of Terrorism within Great Britain must be certified as such by HM Treasury or a tribunal as may be agreed by HM Treasury, provided always that Terrorism Insurance is:

- 1) subject to Exclusions 1–3 below, and
- 2) not subject to any other exclusions stated in this Policy,

provided also that the Company's liability in any one Period of Insurance shall not exceed:

- i) in the whole the total Sum Insured, and
- ii) in respect of any item its Sum Insured or any other stated Limit of Liability specified in the Schedule or elsewhere in the Policy,

whichever is the lower subject always to the limit(s) applying to Terrorism Insurance shown against the Territories stated below after the application of all the provisions of the insurance including any Policyholder's Contribution.

Territory	Limit of Liability
A) Great Britain	As otherwise specified in this Policy
B) Elsewhere in the world	Not insured

### Conditions

- 1 In any action, suit or other proceedings where the Company alleges that any Damage, Non-Damage or loss resulting from Damage to Property is not covered by this Terrorism Insurance the burden of proving that such Damage, Non-Damage or loss is covered shall be upon the Policyholder.
- 2 Any terms in this Policy which provide for adjustments of Premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance.
- 3 If this Policy is subject to any Long Term Agreement/Undertaking it does not apply to Terrorism Insurance.

All the terms, definitions, provisions, conditions and extensions of this Policy apply except in so far as they are expressly varied by the Terrorism Insurance section

### Exclusions

Terrorism Insurance does not cover:

#### 1 Riot civil commotion War and Allied Risks

any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of 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.

#### 2 Electronic Risks

any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

A) Damage or Non Damage to or the destruction of any Computer System,

or

B) any alteration modification distortion erasure or corruption of Data,

in each case whether the property of the Policyholder or not where such loss is directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

#### 3 Nuclear Risks and Chemical, Biological and Radiological Contamination

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:

A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material,

C) chemical and/or biological and/or radiological irritants, contaminants or pollutants.

in respect of:

- i) Property situated outside of Great Britain or
- ii) Residential Property insured in the name of a Private Individual.

## Special Provision

### 1 Cyber Terrorism

This Special Provision applies only to:

- A) Terrorism Insurance Heads of Cover A and C
- and
- B) Property situated within Great Britain

and does not apply to:

- i) Terrorism Insurance Head of Cover B,
- or
- ii) Property situated outside of Great Britain,
- or
- iii) Residential Property insured in the name of a Private Individual.

Electronic Risks Exclusion 2A) and 2B) above shall not apply to any Covered Loss provided that such Covered Loss:

- 1) results directly (or, solely as regards 2)c) 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

- 2) comprises;

- a) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by the Policyholder;

or

- b) the amount of business interruption loss suffered directly by the Policyholder by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either;

- i) damage to or destruction of Property insured by the Policyholder;

or

- ii) as a direct result of denial, prevention or hindrance of access to or use of the Property insured by the Policyholder by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by the Policyholder to which access is affected;

or

- c) 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 the Policyholder to avoid or diminish such loss

and

- 3) is not proximately caused by an Act of 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.

The meaning of Property for the purposes of this Special Provision shall additionally exclude:

- A. any money (including Money as defined within this Policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatever; and

- B. any Data.

Notwithstanding the exclusion of Data from Property, to the extent that Damage to or destruction of Property within the meaning of 2) within this Special Provision, 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 1) within this Special Provision 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 from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, 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 this Terrorism Insurance.

## Definitions

### Act of Terrorism

means 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.

### Business

The activities undertaken by the Policyholder as stated in the Schedule.

### Computer Systems

means a computer or other equipment or component or system or item which processes stores transmits or receives Data.

### Covered Loss

means all losses arising under Terrorism Insurance Heads of Cover A and/or C of this Terrorism Insurance section that occurs in the Territory, the proximate cause of which is an Act of Terrorism.

### Damage

means accidental loss, destruction or damage.

### Data

means data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

### Denial of Service Attack

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks or network services or network connectivity or Computer Systems.

The definition of Denial of Service Attack includes, but is not limited to, the generation of excess traffic into network addresses and 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.

### Great Britain

means England, Wales and Scotland but not the territorial seas adjacent to (as defined by the Territorial Sea Act 1987).

### Hacking

means unauthorised access to any Computer System, whether the property of the Policyholder or not.

### Non Damage

means all losses arising as a result of interruption or interference with the Business of the Policyholder in consequence of:

- A) access to, exit from or use of any premises located within the Territory owned or occupied by the Policyholder being impaired or prevented due to the actions of the police, competent authority or any other statutory authority, the proximate cause of which is an Act of Terrorism; or
- B) an Act of Terrorism in the vicinity of, but in no event further than one mile from, any premises within the Territory owned or occupied by the Policyholder which results in the business carried on at such premises having a diminished attraction to customers and solely in consequence thereof, an identifiable reduction in the business of the Policyholder, but in no event shall the maximum period of indemnity for such interruption or interference with the business exceed three months.

### Nuclear Installation

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

### Nuclear Reactor

means 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.

### Phishing

means any access or attempted access to Data made by means of misrepresentation or deception.



**Private Individual**

means any person, including:

- A) beneficiaries of or trustees of a trust where insurance is arranged under the terms of a trust;
- or
- B) beneficiaries or executors of a will;
- or
- C) sole traders,

where Residential Property is occupied by a beneficiary or trustee of a trust, or a beneficiary or executor of a will, or sole trader as their private residence(s), unless more than 20% commercially occupied.

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the title of the Policyholder includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured.

**Property**

means Property Insured (as defined within this Policy), but excluding:

- A) any land or building which is occupied as a private residence or any part thereof which is so occupied unless:
  - i) insured under the same contract of insurance as the remainder of the building which is not a private residence; or
  - ii) not insured in the name of an individual
- B) 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.

**Residential Property**

means houses and blocks of flats and other dwellings (including household contents and personal effects of every description).

**Virus or Similar Mechanism**

means any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving selfreplication or not.

The definition of 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.

**THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

## **Transit Insurance**

The Company will by payment (or at the Company's option by repair, reinstatement or replacement) indemnify the Policyholder if any part of the Property suffers Damage within the Territorial Limits during any Period of Insurance

### **The Insurance Provided**

#### **A) Despatched Free on Board (FOB)**

while in transit as provided for in the Schedule until delivered on board the export steamer or aircraft at port or airport of shipment including temporary storage (for a period not exceeding 30 days or any such longer period specifically agreed by the Company) on quays wharves or in warehouses (other than packers' warehouse) or sheds

#### **B) Despatched by Post Rail or Road Carrier**

while in the custody or control of the postal authority railway board or any road carrier until delivered to the consignee's premises or in course of return transit to the Policyholder's Premises

#### **C) In the custody of the Policyholder's Travellers or Agents**

- 1) while travelling on business including while contained in vehicles
- 2) while deposited in any building not owned or occupied by the Policyholder but only in respect of Damage as a result of fire explosion water damage aircraft or articles dropped therefrom or theft involving entry to or exit from the building by forcible and violent means

#### **D) In Vehicles owned or operated by the Policyholder**

while being loaded upon carried by temporarily housed upon or being unloaded from any such vehicle

Provided that the liability of the Company in respect of any claim arising out of any one happening or Event shall not exceed the Limits of Liability or in the whole the Total Sum Insured (except as provided for in Extensions 1) 2) and 3) below)

### **Extensions**

The Company will indemnify the Policyholder in addition to the Limits of Liability and Total Sums Insured shown in the Schedule provided that vehicles owned or operated by the Policyholder their Travellers or Agents are included in this insurance in respect of

#### **1 Additional Costs**

- 1) additional costs reasonably incurred in
  - A) transshipping Property to another vehicle delivering it to the original destination or returning it to the place of despatch following Damage to the Property or an accident to the conveying vehicle
  - B) removal of debris following Damage to the Property or an accident to the conveying vehicle
  - C) reloading on to any vehicle any Property if it falls from such vehicle

Limit of Liability any one Event £1,000

#### **2 Sheets, ropes and packing materials**

Damage to sheets ropes packing materials dunnage securing chains and toggles owned by the Policyholder or in the charge or control of the Policyholder whilst carried on any such vehicle

Limit of Liability any one Event £1,000

#### **3 Personal effects**

Damage to the personal effects belonging to the driver or attendant whilst carried by any such vehicle in the course of the employment of the driver or attendant with the Policyholder

Limit of Liability any one Event in respect of any one person £100

### **Exclusions**

The Company shall not be liable in respect of

#### **1 Policyholder's Contribution**

the amount of the Policyholder's Contribution

#### **2 Consequential Loss**

loss of market loss of profits delay or any consequential loss increased cost of working or loss of production and any other losses unless specifically stated in the Policy

### **3 Disappearance or shortage of sheets, ropes and packing material**

loss of sheets ropes packing materials dunnage securing chains and toggles as a result of disappearance or shortage if such loss is not traceable to any Event or is only revealed when an inventory is made

### **4 Contracts for storage and distribution**

Property warehoused at a rental or under a contract for storage and distribution

### **5 Excluded Property**

The Company shall not be liable in respect of:

Money and securities jewellery watches furs cameras or any portable electronic equipment

### **6 Acts of Authorities**

The Company shall not be liable for loss caused by, or contributed to by, or arising from destruction, damage, confiscation, seizure, expropriation, nationalisation, detention or requisition by any central or local government or agency of such government.

### **7 Despatches by Post, Rail or Road Carrier**

The Company shall not be liable in respect of Property despatched by post, rail or road carrier:

A) consigned to or from any address outside the Territorial Limits.

B) originally despatched from outside the Territorial Limits unless such Property was unpacked and checked for quantity and quality prior to the commencement of any transit for which insurance is provided under this Policy.

C) damage caused by or arising as a result of insufficient labelling or incorrect addressing or failure to make proper and complete declarations required by carriers unless the labelling or addressing was carried out by a party other than You or Your Employees and such insufficiency, error or failure

### **8 Hire or reward**

Property carried by or despatched by the Policyholder for hire or reward

### **9 Inadequate packing and labelling**

Damage to Property

A) arising as a result of packing which was inadequate to withstand normal handling during transit

B) due to insufficient labelling or incorrect addressing or to failure to make proper and complete declarations required by carriers

### **10 Social Domestic and Pleasure**

Damage to property in any vehicle which is being used outside the normal course of the Business for social domestic or pleasure purposes except that this shall not apply to Property in the custody of the postal authority the railway board or other carrier

### **11 Climate Conditions**

The Company shall not be liable in respect of vehicles owned or operated by the Policyholder in respect of physical damage to Property caused by atmospheric or climatic conditions unless the Property was contained within a fully enclosed area of the vehicle or protected by vehicle sheets.

### **12 Wear and Tear**

Damage to Property caused by wear tear depreciation deterioration mildew moth vermin inherent vice inherent nature mechanical or electrical breakdown failure or derangement unless external damage has occurred

### **13 War and Allied Risk**

Damage and any loss expense or liability caused by

A) riot or civil commotion except to the extent that it is specifically insured

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

### **14 Terrorism**

The Company shall not be liable for any Damage caused by or contributed to by or arising from Terrorism

### **15 Radioactivity and Bio-chemical weapons**

The Company shall not be liable for any Damage caused by, or contributed to by, or arising from:

A) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

B) any weapon or device employing atomic or nuclear fusion and/or fusion or other like reaction or radioactive force or matter.

C) the radioactive, toxic, explosive or other hazardous or contaminating properties of any:

i) nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

ii) radioactive matter, but not radioactive isotopes, other than nuclear fuel, where such isotopes are carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

D) any chemical, biological, biochemical or electromagnetic weapons

## 16 Cyber and Data

any:

A) Cyber Loss or;

B) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent Damage to Property Insured where such Damage is caused by any of the following Defined Perils which directly results from a Cyber Incident or a Cyber Act

Defined Perils shall mean the following Covers unless otherwise excluded by this Policy:

Fire, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious vandalism (but only where involving physical force or violence), Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft

## 17 Unattended Vehicle Security Requirements

(Applicable if shown in the Schedule and in respect of Vehicles owned or operated by the Policyholder or in the custody of the Policyholder's Travellers or Agents)

The Company shall not be liable for theft of or from any unattended vehicle unless at the time of theft:

### 1) Immobiliser

Any immobiliser and/or alarm system fitted to the vehicle was set in operation

### 2) Keys

All keys were removed from the vehicle

### 3) Enclosed Area

The stolen Property was contained within a fully enclosed area of the vehicle

### 4) Unattended Vehicle

A) all doors, windows and other openings were left closed, securely locked and properly fastened and

B) entry or access to the vehicle was effected by forcible and violent means

### 5) Overnight Requirement

Property left in or on any unattended vehicle for the night was protected in accordance with any other Vehicle Security Requirement(s) specified herein and the vehicle was either garaged in a building which was securely closed and locked or parked in a compound secured by locked gates

### 6) Coinsurance

In the event of non-compliance with one or more of Vehicle Security Requirement numbered 1 to 5, if specified in the Schedule, the Company agrees to provide indemnity subject otherwise to the Policy terms and conditions provided:

A) that the Policyholder shall bear 20% of each and every agreed claim and

B) that all drivers, attendants, travellers and agents have been instructed in writing prior to entrusting them with any Property or at inception of this Policy as to their responsibility for compliance with such Vehicle Security Requirement

## 18 Disease Exclusion

A) Subject to clause B) and notwithstanding anything in this section of the Policy to the contrary this section of the Policy does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:

i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or

ii) any disease arising from any such pathogen or microorganism, or

iii) the threat or fear (actual or perceived) of i) or ii)

B) Clause A) does not exclude any cover otherwise provided by this Policy for Damage which itself results from a Defined Peril caused by any of sub-clauses A) i) to iii)

For the purposes of this clause a Defined Peril shall mean the following Covers only unless otherwise excluded by this Policy:

**Fire, Explosion, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft**

## Definitions

### 1 Business

shall mean

The activities undertaken by the Policyholder as stated in the Schedule

### 2 Computer System

shall mean

Any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data Processing Media, networking equipment or back up facility, whether owned or operated by the Policyholder or by any other party.

### 3 Consignment

shall mean

All Property whether contained in one or any number of parcels packages or containers or in bulk sent at one time in one load from one address to one address

### 4 Cyber Act

shall mean

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

### 5 Cyber Incident

shall mean

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System.

### 6 Cyber Loss

shall mean

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

### 7 Damage

shall mean

Physical loss damage or destruction

### 8 Data

shall mean

Any data of any sort, 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 other information whatsoever.

### 9 Data Processing Media

shall mean

Property on which Data can be stored but excluding the Data itself.

### 10 Event

shall mean

Any one occurrence or all occurrences of a series consequent upon or attributable to one original source or cause

### 11 Free on Board (FOB)

shall mean

As defined in International Commercial Terms (Incoterms) 2010

### 12 Limit of Liability

shall mean

The maximum amount the Company will pay under this section of the Policy for any claim or series of claims arising out of any one Event.

### **13 Money**

shall mean

Cash bank notes currency notes cheques bankers' drafts postal orders money orders current postage stamps and revenue stamps National Insurance stamps National Savings stamps and certificates holiday savings stamps luncheon vouchers credit company sales vouchers VAT purchase invoices Premium Bonds bills of exchange giro cheques and drafts gift tokens trading stamps unused units in franking machines consumer redemption vouchers credit cards and cash dispenser cards

### **14 Policyholder's Contribution**

shall mean

the first £25 of each and every claim except in respect of Property despatched by post rail or road carrier which shall be the first £10 of each and every claim

### **15 Premises**

shall mean

The premises owned, occupied, leased or rented by the Policyholder as stated in the Schedule.

### **16 Property**

shall mean

Property belonging to or for which the Policyholder is responsible incidental to the Business

### **17 Territorial Limits**

shall mean

Great Britain Northern Ireland the Channel Islands or the Isle of Man including sea or air transits between these territories.

### **18 Terrorism**

shall mean

Any act including the use of force or violence or the threat thereof, by any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government) committed for political, religious, ideological or similar purposes (including the intention to influence any government or to put the public or any section of the public in fear)

### **19 Virus**

shall mean

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer System, Data or operations, whether involving self-replication or not.

The definition of Virus 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.

**THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

## **Deterioration of Stock Insurance**

In the event of Damage by deterioration or putrefaction of Stock in the Cold Chamber of any machine detailed in the Schedule while at the Premises:

- 1 due to the rise or fall in temperature resulting from any cause not hereunder excluded or
  - 2 due to the action of refrigerant fumes which have escaped from the machine,
- during any Period of Insurance.

The Company will pay to the Policyholder the amount of such loss or Damage but not exceeding as far as each item is concerned the Sum Insured or in all the Total Sum Insured.

### **The Insurance Provided**

In consideration of the Policyholder agreeing to pay the Company an appropriate additional Premium the Company will automatically reinstate the Sum Insured in full after Damage as insured by the Policy has occurred subject to:

- 1 the cause of such loss or Damage being rectified before reinstatement of the Sum Insured is effective,
- 2 such reinstatement not applying to the original loss or Damage nor to any succeeding loss or Damage arising out of the same continuous cause,
- 3 the Company not giving the Policyholder notice within 30 days of the Policyholder reporting the loss or Damage to the Company that the Company will not reinstate the Sum Insured.

### **Stock in the Cold Chamber**

Stock in the Cold Chamber shall be deemed to include the stock which at the time of Damage giving rise to such deterioration or putrefaction is elsewhere on the Premises but which would in the normal course be placed in the said cold chamber.

### **Conditions**

#### **Underinsurance**

The Sum Insured by each Item is separately but similarly subject to the following Condition:

If the Sum Insured on Stock in the Cold Chamber shall at the commencement of any loss or Damage be less than the value of such Property the Policyholder will be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly.

### **Exclusions**

This section of the Policy does not cover:

#### **1 Property Damage Covers**

Deterioration or putrefaction resulting from Damage at the Premises by fire, lightning, explosion, flood, earthquake, aircraft or other aerial devices or articles dropped therefrom or by leakage from a sprinkler installation,

#### **2 Deliberate Act**

Damage resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply or from the wilful neglect of the Policyholder,

#### **3 Loss of goodwill or other consequential loss**

Of any nature whatsoever,

#### **4 Policyholder's Contribution**

The first £25 of each and every loss borne by the Policyholder or otherwise specified in the Schedule as ascertained after the application of the Underinsurance Condition,

#### **5 Riot or civil commotion in Northern Ireland**

#### **6 Cyber and Data**

any:

A) Cyber Loss or;

B) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent Damage to Stock in the Cold Chamber where such Damage is caused by any of the following Defined Perils which directly results from a Cyber Incident or Cyber Act.

Defined Perils shall mean the following:

Riot, Civil Commotion, Strikers, Locked-out workers, persons taking part in labour disturbances, Storm or Theft



## **7 Age of Machine**

Damage to the Property Insured arising from a machine that is more than 15 years of age.

## **8 Terrorism**

Damage occasioned by or happening through or in consequence directly or indirectly of:

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,

and

B) in Northern Ireland civil commotion.

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means:

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.

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means:

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

A) influence any government or any international governmental organisation or

B) put the public or any section of the public in fear.

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder.

## **9 Communicable Disease**

Loss, damage, claim, cost, expense or other sum directly or indirectly occasioned by, arising from, caused by or in any way attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this Exclusion loss, damage, claim, cost, expense or other sum, includes but is not limited to any cost to clean-up, detoxify, remove, monitor or test for:

A) a Communicable Disease, or

B) any property insured hereunder that is affected by such Communicable Disease.

A Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of Stock in the Cold Chamber.

## **Definitions**

### **1 Business**

The activities undertaken by the Policyholder as stated in the Schedule

### **2 Computer System**

computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data Processing Media, networking equipment or back up facility, whether owned or operated by the Policyholder or by any other party.

### **3 Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

### **4 Cyber Incident**

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System.

### **5 Cyber Loss**

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

### **6 Damage**

Damage shall mean physical loss damage or destruction

### **7 Data**

Any data of any sort, 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 other information whatsoever.

### **8 Data Processing Media**

Property on which Data can be stored but excluding the Data itself.

### **9 Premises**

The premises owned, occupied, leased or rented by the Policyholder as stated in the Schedule

### **10 Property**

The material assets owned by the Policyholder or those material assets for which they are legally responsible

### **11 Virus**

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer System, Data or operations, whether involving self-replication or not.

The definition of Virus 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.

**THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

## **Computer Equipment Insurance**

If any of the Property described in the Schedule suffers Damage as a result of the Cover insured, the Company will in accordance with the provisions of the Policy pay to the Policyholder:

- 1 in respect of Damage to Property, the amount of loss or at the Company's option the cost to reinstate, repair or replace such Property,
- 2 in respect of Additional Costs of Working the amount of loss resulting from the interruption or interference with the Policyholder's Business caused by the Damage,

provided that:

- A) the Company's liability in any one Period of Insurance shall not exceed in the whole the total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability.
- B) in respect of Additional Costs of Working a payment has been made or liability admitted for the Damage under a Policy covering the Interest of the Policyholder in the Property, or payment would have been made or liability admitted for the Damage but for the operation of a proviso in such excluding liability for losses below a specified amount.

### **Cover**

- 1 Damage to Property by any cause not otherwise excluded in this section of the Policy
- 2 Reinstatement of Data as a result of Damage to Property
- 3 Damage where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance, rental, hire or lease or any provision in an agreement for the supply of the Property,
- 4 Damage to any item of Property caused by its own breakdown or derangement,
- 5 Additional Cost of Working as a result of Damage to Property

### **The Insurance Provided**

#### **In respect of Damage to Property**

In the event of Damage (subject to any exclusions) to Property, happening during the Period of Insurance, owned by or on Deferred Purchase, leased, hired or rented to the Policyholder, whilst situated or in transit anywhere in the world, the Company will pay to the Policyholder the value of the Property at the time of its loss or destruction or the amount of the Damage or at its option the amount payable by the Company shall be Reinstatement.

Reinstatement shall mean:

- A) where any item of Property suffers Damage to the extent that it cannot be economically repaired replacement by new Property of equal performance or capacity or if such be impossible replacement by new Property having the nearest higher performance or capacity to the Property which has suffered Damage,
- B) where any item of Property otherwise suffers Damage the repair of the Damage and the restoration of the portion of Property suffering Damage to a working condition substantially the same as but not better or more extensive than its condition when new.

#### **In respect of Additional Cost of Working**

(if shown as operative in the Schedule)

If the operations of the Business are interrupted or interfered with due to the occurrence during the Period of Insurance of an Event of insured Damage, the Company will pay the additional expenditure necessarily and reasonably incurred by the Policyholder (including Loss of Interest) during the Indemnity Period in consequence of such interruption or interference but not exceeding that proportion of the sum insured which the Indemnity Period bears to the Maximum Indemnity Period

#### **In respect of Reinstatement of Data**

(if shown as operative in the Schedule)

Following Damage as Insured by this section of the Policy to Data the Company will pay the costs necessarily and reasonably incurred by the Policyholder to reinstate such Data the costs of copying the Data from back-ups or from originals of a previous generation but this shall not include

1. research and engineering nor any costs of recreating gathering or assembling the Data or
2. the value of such Data to the Policyholder or any other party, even if such Data cannot be recreated, gathered or assembled

Provided that the liability of the Company shall not exceed the limit stated in the Schedule

#### **Underinsurance**

If at the time of Reinstatement the sum which would have been incurred in reinstating the whole of the Property exceeds the Sum Insured thereon at the commencement of any Damage the liability of the Company shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the cost of reinstating the whole of the Property at that time.

## Limit of Liability

The liability of the Company shall not exceed:

- 1 in any Period of Insurance the Sum Insured set against this section or in respect of any item its Sum Insured or any other Limit of Liability as stated in the Schedule,
- 2 10% of the Sum Insured set against this section in the Schedule or £100,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause whichever is less whilst the Property is in transit or located outside the United Kingdom,
- 3 £5,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause in respect of theft from unattended vehicles.

In the event that the Policyholder consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such Damage been sustained by any one of the Policyholder parties or legal entities.

## Conditions

### 1 Maintenance and Back-up

The Policyholder shall:

- A) maintain the Property in good order and efficient operating condition and
- B) observe the manufacturer's or supplier's instructions for use, operation, storage, transit and inspection of the Property and
- C) back up information (other than software programs) at least once every 24 hours, verify and store taking all reasonable precautions in its safe storage and separately maintain one Verified Back-up Copy at least once every seven days in a location away from the Premises and
- D) maintain one Verified Back-up Copy and upto-date set of software programs in a separate location away from the Premises and
- E) obtain and keep in force and effect a proper and valid licence in respect of any software program in its possession.

### 2 Residual Breakdown

In the event of Damage to Property other than Property Hired in by the Policyholder due to its own breakdown or derangement, such item at the time of the Damage must be the subject of a maintenance, rental, hire or lease agreement that must provide at inclusive cost a service of at least on-call remedial or corrective maintenance with free repair or replacement in the event of breakdown or derangement arising out of normal use.

### 3 Unattended Premises

The Premises must not be left unattended unless:

- A) all locks bolts and other protective devices are in full and effective operation,
- B) all keys are removed from the business premises or placed in a locked safe or strong room the keys to which are removed from the Premises.

### 4 Unattended Vehicle Security

In respect of this section of the Policy while any Property is being carried in a vehicle which is left unattended:

- A) any such vehicle must be protected by an intruder alarm system which is in full and efficient working order and which will operate in the event of interference with the vehicle,
- B) the doors of the vehicle must be locked and all its windows and other openings fully closed and properly fastened,
- C) the vehicle must be in a locked garage or locked parking area if left overnight,
- D) the Property must be concealed from view in a locked boot or covered luggage compartment.

## Extensions

Where the cover provided by the Additional Cost of Working item in this section of the Policy is hereby extended under more than one of the extensions, only one limit of indemnity, being the largest applicable, will be available to the Policyholder in respect of the loss

The cover provided by this section of the Policy is extended to include the following:

### 1 Accidental Discharge of Gas Flooding Systems

The cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property arising out of the accidental discharge of such system.

Provided that the amount payable in respect of any one incident of Damage or series of incidents of Damage from a common cause shall not exceed £50,000.

## **2 Additional Property**

Additions to the Property occurring after the commencement of the Period of Insurance, for the period up to the next renewal date, subject to a limit of 20% of the Sum Insured under the Computer Section or up to £250,000 in total in any one Period of Insurance, whichever is less.

## **3 Automatic Restoration of Sum Insured**

If any of the Property Insured described in the Schedule suffers Damage at the Premises insured by any of the Covers other than by Theft the sum insured in respect of the Property insured shall be reduced in whole or in part by the amount of any such Damage

In the absence of written notice by the Policyholder or the Company to the contrary following the occurrence of any Damage, the Company's liability shall not be reduced by the amount of any loss

Provided that

- A) where the amount of the loss exceeds £10,000 the Policyholder shall pay the appropriate additional Premium for such automatic reinstatement of cover if required by the Company
- B) the Company will not be liable in respect of any one Event for more than the Policy Limit sum insured or other limit of liability applicable to the Computer Equipment Insurance section
- C) any limit of liability described as applying in the aggregate during the Period of Insurance shall not be reinstated
- D) the Policyholder shall take immediate steps to effect the additions to or variations in the protections of the Property Insured as the Company may require

## **4 Computer Virus Seek and Destroy**

Notwithstanding Exclusion 4 to this section of the Policy cover under this Extension only will include the following Costs and expenses necessarily and reasonably incurred with the consent of the Company in locating and removing a detectable Virus contained in any Data within the Property.

Provided that the total amount payable under this Extension shall not exceed 10% of the total Sum Insured as stated in the Schedule under the Property Damage Computer Equipment and Additional Cost of Working items or £5,000 in total and in the aggregate in any one Period of Insurance whichever is the less in respect of any one incident of Damage or series of incidents of Damage from a common cause

## **5 Consulting Engineers' Fees, Repair Investigation Costs**

Costs (including consulting engineers' fees) incurred with the prior consent of the Company in conducting investigations or tests into possible repair, replacement or reinstatement of Property suffering Damage regardless of whether such investigations or tests are successful or not.

Provided that the amount payable in respect of any one incident of Damage or series of incidents of Damage from a common cause shall not exceed £50,000.

## **6 Cost of Recovery**

Costs of employing specialist investigators to aid the recovery of stolen or lost Property insured that contains confidential or secret data or information, provided that the Company is satisfied that the cost of employment of investigators is necessary and reasonable to protect the Policyholder against legal prosecution or commercial embarrassment resulting from the loss.

Provided that the amount payable under this extension shall not exceed £10,000 in respect of any one incident of Damage or series of incidents of Damage from a common cause.

## **7 Debris Removal Costs**

Costs necessarily and reasonably incurred with the consent of the Company in the removal of the portion or portions of the Property suffering Damage.

Provided that the liability of the Company under this extension shall not exceed 10% of the Sum Insured stated in the Schedule under the Computer Section or £50,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause, whichever is less.

## **8 Failure of Supply**

The cover provided by the Additional Cost of Working item in this Section of this Policy is extended to include the accidental failure or fluctuation for a period exceeding 30 minutes of the public supply of the supply authority's service feeders, at any premises in which the Property is situated, not caused by the deliberate act of any supply authority nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property  
The maximum amount payable in the aggregate during one Period of Insurance under this Extension is £25,000

## **9 Failure of Supply - Telecommunications**

The cover provided by the Additional Cost of Working item in this Section of this Policy is extended to include the accidental failure for a period exceeding eight hours of any telecommunications system used in connection with the Property not occasioned by:

- A) the deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation of the system nor the inability of any such authority to maintain the system due to industrial action by any of its employees,
- B) the use by the Policyholder of machinery and equipment that is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system,

- C) failure of any satellite prior to its obtaining its full operating function or whilst in or beyond the final year of its design life,
- D) atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite.

The maximum amount payable in the aggregate during one Period of Insurance under this Extension is £25,000

#### **10 Incompatibility of Computer Records**

Costs of:

- A) modification of computer equipment or
- B) reinstatement, recompilation or replacement of computer records together with reinstatement of programs including information thereon,

(whichever is the lesser) to achieve compatibility in the event that loss or destruction of computer equipment insured by this section of the Policy has resulted in undamaged computer records being incompatible with the replacement computer equipment provided that cover is provided under the Additional Cost of Working item in the Schedule if insured.

Provided that the amount payable in respect of any one incident of Damage or series of incidents of Damage from a common cause shall not exceed £50,000.

#### **11 Lease, Hire, Rent, Loan or Sale**

Loss of Information from any Damage to any Property and Loss of Information from any Property which is:

- A) offered or to be offered for lease, hire, rent or loan by the Policyholder,
- B) offered or to be offered for sale or sold by the Policyholder where the sale of such Property is in the course of the Business of the Policyholder.

#### **12 Research and Development Costs**

Costs of re-writing any data processing, research or development project(s) to the stage they had reached immediately prior to the Damage but excluding any benefit to the Policyholder which would have been obtained from completion of the project(s) had the Damage not occurred.

Provided:

- A) cover is provided under the Additional Cost of Working item in the Schedule if insured and
- B) that the amount payable shall not exceed the Sum Insured as stated in the Schedule under the Additional Cost of Working item if insured or £5,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause, whichever is less and
- C) that the Policyholder has fully complied with the Policy conditions detailed under Special Condition – Special Precautions regarding back-ups.

#### **13 Temporary Repairs Expediting Costs**

Costs necessarily and reasonably incurred:

- A) in the making of temporary repairs to or
- B) expediting of the repair, reinstatement or replacement of Property which suffered Damage covered by any other policy issued for the benefit of the Policyholder.

Provided that the liability of the Company under this extension in respect of any one incident of Damage or series of incidents of Damage from a common cause shall not exceed £50,000.

#### **14 Waste Electrical and Electronic Equipment Disposal Costs**

Costs necessarily and reasonably incurred with the consent of the Company in the disposal of Property which has suffered Damage as per The Waste Electrical and Electronic Equipment (Amendment) Regulations 2009;

Provided that the liability of the Company under this extension shall not exceed £10,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause.

### **Exclusions**

This section of the Policy does not cover:

#### **1 Buildings of Non-standard Construction**

Damage to Property whilst situated at the Premises occurring whilst such Property is situated in a portacabin, timber building or building of a temporary nature. Unless as otherwise agreed in writing by the Company

#### **2 Corrosion or Erosion**

Damage consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this Exclusion shall not apply to Damage to any other part of the Property free from such corrosion or erosion.

#### **3 Denial of Service Attacks**

This Policy does not cover interference with electronic means of communication used in the conduct of the Business including but not limited to any diminution in the performance of any website or electronic means of communication.

#### **4 Cyber and Data**

except to the extent provided by Extension 4 Computer Virus Seek and Destroy any:



- A) Cyber Loss or;
- B) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent Damage to Property insured and the amount of loss resulting from interruption of or interference with the policyholder's Business caused by such Damage to Property insured where such Damage is caused by any of the following Defined Perils which directly results from a Cyber Incident or Cyber Act

Defined Perils shall mean the following unless otherwise excluded by this Policy:

Fire, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious vandalism (but only where involving physical force or violence), Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft

## 5 Disease Exclusion

- A) Subject to clause B) and notwithstanding anything in this section of the Policy to the contrary this section of the Policy does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:
  - i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
  - ii) any disease arising from any such pathogen or microorganism, or
  - iii) the threat or fear (actual or perceived) of i) or ii)
- B) Clause A) does not exclude any cover otherwise provided by this section of the Policy for Damage which itself results from a Defined Peril caused by any of sub-clauses A) i) to iii)

For the purposes of this clause a Defined Peril shall mean the following Covers only unless otherwise excluded by this Policy:  
**Fire, Explosion, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft**

## 6 Financial Loss

Any loss that arises directly or indirectly of any kind whatsoever not specifically insured by this section of the Policy including financial loss, loss of profits, loss due to delay or any consequential loss, lease, hire, rent, loan or sale, Damage to any Property which is:

- A) offered or to be offered for lease, hire, rent or loan by the Policyholder,
- B) leased, hired, rented or lent by the Policyholder to others,
- C) offered or to be offered for sale or sold by the Policyholder where the sale of such Property is in the course of the Business of the Policyholder.

## 7 Flood

Damage occurring in the Netherlands caused by flood.

## 8 Incorrect Storage

Any cost incurred in consequence of the failure of the Policyholder to comply with the manufacturer's recommendations relating to the storage of the Property Category d) and e).

## 9 Intruder Alarm

Damage by theft at any Premises where Intruder Alarm protection is a requirement of cover and is shown in the Schedule if:

- A) the Policyholder has knowingly and wilfully failed to maintain the Intruder Alarm protection,  
or
- B) all of the following apply
  - i) The Premises are unattended
  - ii) The maintenance and efficacy of the Intruder Alarm are the Policyholder's responsibility
  - iii) The failure of the Intruder Alarm is a major contributor to Damage
  - iv) The Company has not been informed of the absence of alarm protection.

## 10 Maintenance Agreement

Damage where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance, rental, hire or lease or any provision in an agreement for the supply of the Property.

## 11 Policyholder's Contribution

The Policyholder's Contribution stated in the Schedule being the first part of each and every claim to be borne by the Policyholder as ascertained after the application of all other terms and conditions of this Policy.

## 12 Pollution or Contamination

Damage consisting of or caused by any form of pollution or contamination except Damage caused by pollution or contamination that itself results from Damage as insured under this Section of the Policy



### **13 Pre-commissioning Damage**

Damage occurring prior to successful completion of commissioning.

### **14 Property of Others**

Damage to any Property which is not owned, leased rented or hired to the Policyholder whilst in the custody or control of the Policyholder for programming, repair, service adjustment, alteration, storage or transit purposes.

### **15 Terrorism**

Damage occasioned by or happening through or in consequence directly or indirectly of:

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and
- B) in Northern Ireland civil commotion.

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means:

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.

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means:

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder.

### **16 Underground Risks**

Damage occurring underground and any recovery costs and abandonment.

### **17 Unproven Software**

Any cost incurred in consequence of the use by the Policyholder of software on which development has not been finalised or which has not passed all testing procedures and has not been successfully proven.

### **18 Use in Water and Air**

Damage to the Property other than on dry land or in transit by scheduled air or sea services.

### **18 Wear and Tear**

Damage consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this Exclusion shall not apply to Damage to any other part of the Property free from any such condition.

## **Definitions**

### **1 Business**

The activities undertaken by the Policyholder as stated in the Schedule.

### **2 Computer System**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data Processing Media, networking equipment or back up facility, whether owned or operated by the Policyholder or by any other party.

### **3 Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

### **4 Cyber Incident**

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or  
any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System.

## **5 Cyber Loss**

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

## **6 Data**

Any data of any sort, 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 other information whatsoever.

## **7 Data Processing Media**

Property on which Data can be stored but excluding the Data itself.

## **8 Deferred Purchase**

an arrangement whereby the Policyholder enters into an agreement which entitles the Policyholder to defer payment for Property for a period in excess of usual trade credit.

## **9 Indemnity Period**

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period (as shown in the Schedule) thereafter during which the results of the Business shall be affected in consequence of the Damage.

## **10 Intruder Alarm**

Intruder alarm including all lines and equipment used to transmit the signals to and from the Premises

## **11 Loss of Interest**

- A) interest payable in respect of loans raised,
- B) interest foregone on reduction in investment capital in lieu of loans raised as a direct result of or to minimise the effect of the interruption or interference.

## **12 Policyholder's Contribution**

the first part of each and every claim to be borne by the Policyholder as ascertained after the application of all other terms and conditions of this Policy.

## **13 Premises**

The premises owned, occupied, leased or rented by the Policyholder as stated in the Schedule

## **14 Property (Property Insured in respect of Terrorism Insurance if operative)**

- A) computer equipment comprising desk top personal computers, lap-top computers, personal digital assistants, palm-top computers, digital cameras, smart phones, mobile phones, digital projectors, audio and visual equipment, televisions and visual display units and other electronic media presentation equipment, removable satellite navigation devices, electronic point of sale equipment, computerised telephone systems, electronic access equipment,
- B) all other computer equipment (including interconnecting wiring, fixed discs and telecommunications equipment) used for the storage and communication of electronically processed Data but excluding:
  - i) computers which are an integral part of any item of process or production machinery,
  - ii) fixed vehicle satellite navigation systems.
- C) ancillary equipment solely for use with the computer equipment comprising air conditioning equipment, generating equipment, uninterruptable power supply voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat, smoke and water detection equipment, lightning and transient overvoltage protection devices, anti-theft devices which have been approved by the Company, gas flooding equipment and pipework and computer room partitioning,
- D) programs and/or information stored upon fixed discs,
- E) all current and back-up computer records (excluding fixed discs and paper records of any description) incorporating stored programs and/ or information thereon owned by or leased, hired or rented to the Policyholder or for which the Policyholder is responsible.

## **15 Reinstatement of Data**

the costs of copying Data from a Verified Back Up Copy or from originals of a previous generation

## **16 Verified Back Up Copy**

Data stored on back-up media where the data has been checked for accuracy. The process must demonstrate that the Data created and stored on the back-up media is an exact copy of the original source Data to ensure that Data can be restored from backup media.

## **17 Virus**

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer System, Data or operations, whether involving self-replication or not.

The definition of Virus 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.

# Legal Expenses Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE POLICYHOLDER AND NOTIFIED TO THE COMPANY DURING THE PERIOD OF INSURANCE

## The Insurance Provided

The Company will indemnify the Policyholder in respect of Legal Expenses which arise from Legal Proceedings that:

- 1 are notified to Us during the Period of Insurance and
- 2 arise from the usual conduct of the Policyholder's Business and
- 3 are brought by or against the Policyholder within the jurisdiction of a court within the Territorial Limits, subject to the Limits of Indemnity as detailed below

## Limits of Indemnity

The maximum liability of the Company under this Insurance in respect of each of the following shall not exceed:

	<b>Limit of Indemnity</b>
A) Any One Event	As shown in the Schedule
B) All claims and legal proceedings and Taxation Proceedings notified during any Period of Insurance	As shown in the Schedule

in respect of:

### Insured Incident 1 – Employment

- 1 the defence of any Legal Proceedings, brought in an employment tribunal, arising from a dispute with an Employee, ex-Employee or prospective Employee relating to:
  - A) their contract of employment with the Policyholder,
  - B) actual or alleged breaches of their statutory rights under employment legislation.
- 2 the pursuit of any Legal Proceedings to recover possession of Premises which are owned by the Policyholder but occupied by an Employee or ex- Employee,

provided that:

- 1 the Policyholder has sought and followed advice from Our Legal Consultants before materially changing or attempting to change the particulars of an Employee's contract of employment or dismissing an Employee (whether or not by reason of redundancy),
- 2 the Policyholder agrees to the appointment of the legal personal representative in accordance with Claims Settlement Condition 7a).

### Insured Incident 2 – Prosecution Defence

the defence of any Legal Proceedings arising from:

- 1 any actual or alleged act or omission by the Policyholder relating to an appeal against the service of an improvement, prohibition or suspension notice under the:
  - A) Health and Safety at Work etc Act 1974 or the Health and Safety (Northern Ireland) Order 1978,
  - B) Food Safety Act 1990,
  - C) Consumer Protection Act 1987.
- 2 civil action taken against the Policyholder for:
  - A) wrongful arrest in respect of an accusation of theft,
  - B) any activities as a trustee of a pension fund set up for the benefit of the Policyholder's employees,
- 3 the Policyholder's prosecution in a court of criminal jurisdiction.

### Insured Incident 3 – Taxation

- 1 entering a response to a full enquiry by HM Revenue & Customs into a self-assessment tax return following the issue of a formal notice. This includes representation at a first tier tribunal hearing,
- 2 entering a response to an examination by HM Revenue & Customs following an Employer Compliance Review which arose from and related to an expression of dissatisfaction with the Policyholder's PAYE or National Insurance Contribution affairs,
- 3 an appeal against a written VAT decision or assessment issued by HM Revenue & Customs. This includes the local review procedure and any VAT tribunal.

#### **Insured Incident 4 – Property**

the pursuit or defence of Legal Proceedings relating to the Policyholder's rights as the owner or occupier of land or buildings physically occupied by the Policyholder.

Provided that:

- 1 the Policyholder has suffered or could suffer a financial loss if Legal Proceedings are not pursued or defended,
- 2 the property has been disclosed to Us in writing as part of the insurance proposal and accepted by the Company.

#### **Insured Incident 5 – Contract Disputes**

the pursuit or defence of Legal Proceedings arising from a dispute with a customer or supplier, in respect of a contract with that customer or supplier, for the sale, purchase, hire or supply of goods or services.

Provided that:

the Policyholder entered into the contract or alleged contract during the Period of Insurance.

#### **Insured Incident 6 – Data Protection**

- 1 the defence of any Legal Proceedings brought against the Policyholder for compensation under UK Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing  
where the Policyholder is acting as a Data Controller, the party which determines the purpose for, and the manner in which personal data is, or is to be, processed  
provided that the Policyholder is already registered with the Data Protection Commissioner,
- 2 an appeal by the Policyholder against:
  - A) the refusal of the Policyholder's application for registration by the Data Protection Commissioner,
  - B) the refusal of an application for alteration of registered particulars by the Data Protection Commissioner,
  - C) an enforcement notice,
  - D) a de-registration notice,
  - E) a transfer prohibition notice.

In respect of 1 and 2 above the Policyholder must agree to the appointment of the Legal Representative in accordance with Claims Settlement Condition 7a).

#### **Insured Incident 7 – Bodily Injury**

the pursuit of compensation following an event which causes death of or bodily injury to the Policyholder. This section extends to cover members of the Policyholder's family who suffer bodily injury following an event that also causes bodily injury to the Policyholder.

#### **Insured Incident 8 – Statutory Licence**

an appeal to the relevant statutory body or court concerning a decision by a registration authority where the authority suspends, revokes, alters the terms of or refuses to renew a statutory licence:

Provided that:

- 1 no appeal was made in the twelve months prior to the inception of this section of the Policy,
- 2 the Policyholder has suffered or would suffer a pecuniary loss if Legal Proceedings are not pursued.

### **Definitions**

#### **1 Acts of Parliament**

All Acts of Parliament referred to in this Policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the Territorial Limits.

#### **2 Any One Claim**

All Legal Proceedings (including any appeal against judgment) arising from or relating to the same original cause, event, series of events or circumstance shall be regarded as one claim.

#### **3 Courts**

A court, or other competent authority.

#### **4 Employee**

Any person under a contract of service or apprenticeship with the Policyholder in connection with the Business. This includes any trainee under the Policyholder's control in connection with a government-approved training scheme.

#### **5 Equipment**

Computers and anything else which contains a microchip. Computers include hardware, software, data, electronic data processing equipment, microchips (including integrated circuits) and microcontrollers, and any other computing and electronic equipment linked to a computer.

## **6 Legal Expenses**

Fees and Costs, Witness Attendance Allowance and in respect of:

- A – Employment Basic and Compensatory Awards,
- E – Data Protection Data Protection Awards.

### **1 Fees**

Any fees and disbursements reasonably and properly incurred by Legal Representative, or by Us, in connection with any Legal Proceedings. These will not exceed costs which are reasonable and proportionate in accordance with the rules on costs such as those contained within the Civil Procedure Rules of England and Wales and rules on judicial expenses in Scotland. Where any such rules prescribe or restricts the level of costs which can be recovered from an opponent, reasonable own costs shall not exceed this amount.

We may instruct cost experts to agree with the representative which costs are reasonable and proportionate.

### **2 Costs**

Any costs payable by the Policyholder following:

- A) an award of costs by any court;
- or

B) an out-of-court settlement made in connection with any Legal Proceedings. The Policyholder must have obtained Our agreement to any such settlement in accordance with Legal Expenses – Claims Settlement Condition 7G).

### **3 Witness Attendance Allowance**

The actual loss of earnings incurred when the Policyholder is absent from work attending court as a:

- A) witness for the Policyholder at the request of the Legal Representative,
- or
- B) defendant,

provided that a claim has been admitted under Insured Incidents 1–8 this Policy. The sum payable shall not exceed the amounts stated in Extension 2 Witness Attendance Allowance.

### **4 Data Protection Awards**

- A) an award of compensation made against the Policyholder under Section 13 of the Data Protection Act 1998,
- or

B) an out-of-court settlement of a claim under 4a) above to which We have given Our prior written consent.

## **7 Basic and Compensatory Awards**

- A) a basic or compensatory award of compensation which the Policyholder must pay as a result of judgment in a dispute under employment legislation,

or

- B) an out-of-court settlement of a claim under 5A) above to which We have given Our prior written consent.

## **8 Jury Service Allowance**

The income, salary or wages of the Policyholder or any director or partner in or Employee of the Policyholder in respect of that individual's obligation to attend court for jury service in so far as it is not recoverable from the relevant court. The sum payable shall not exceed the amounts shown in Extension 1 Jury Service Allowance.

## **9 Legal Proceedings**

The pursuit or defence of legal or taxation disputes.

## **10 Legal Representative**

A solicitor, Our Employment Advocacy Service or any appropriately qualified person approved by Us and who is appointed to act in a professional capacity for the Policyholder in the name of the Policyholder in accordance with the terms and conditions of this section of the Policy. Where the Policyholder has chosen their own representative We will only pay Legal Expenses up to the limit specified by the Standard Legal Expenses (see Legal Expenses – Claims Settlement Condition 7).

## **11 Policyholder**

- 1 In respect of Insured Incidents 1–6 and 8 The person or company named as Policyholder in the Schedule and at the request of the Policyholder in respect of Insured Incidents 1 – Employment, and 2 – Prosecution, a director, partner or Employee of the Policyholder.
- 2 In respect of Insured Incident 7 – Bodily Injury Any director, partner or Employee of the Policyholder, if requested by the Policyholder.

## **12 Standard Legal Expenses**

The level of costs that would be incurred by Us in nominating the Legal Representative of Our choice.

## **13 Territorial Limits**

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

## 14 We/Us/Our

A third party provider approved by Royal & Sun Alliance Insurance Ltd.

## Conditions

THE FOLLOWING CONDITIONS SPECIFICALLY APPLY IN RESPECT OF LEGAL EXPENSES INSURANCE

### Record Keeping

The Policyholder must take all reasonable care in keeping business books, records and accounts. Tax returns are to be submitted without undue delay and accounts and related taxation computations are to be submitted to the proper government department within the statutory period laid down at the end of the relevant period of account.

### Claims Settlement Conditions

The following claims conditions are specific to Legal Expenses Insurance:

#### 1 Consent

Our consent to pay Legal Expenses must be obtained in writing. Legal expenses incurred before such consent is given will not be covered. Any consent given will remain effective whilst the Policyholder can satisfy Us that:

A) there are reasonable prospects of successfully pursuing or defending the Legal Proceedings,  
and

B) it is reasonable in all the specific circumstances of the case for Legal Expenses to be provided.

In circumstances where We have chosen a representative to act on the Policyholder's behalf We will pay Legal Expenses incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Policy.

Where the Policyholder has chosen their own representative any Legal Expenses incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the Legal Proceedings and the claim is covered under all other terms and conditions of the Policy.

The decision to grant consent will take into account the advice of the Policyholder's Legal Representative as well as that of Our own advisers. We may require, at the Policyholder's expense, an opinion of counsel on the merits of the Legal Proceedings. If the claim is subsequently admitted the Policyholder's costs in obtaining such an opinion and providing such advice will be covered under this insurance.

If the Policyholder decides to commence or continue Legal Proceedings for which We have denied support under Claims Settlement Condition 1A) and is successful, We will pay Legal Expenses as if We had given Our consent in the first instance.

#### 2 Minimising Claims or Legal Proceedings

The Policyholder must take all reasonable measures to minimise the risk or likelihood of claims, and the cost of Legal Proceedings.

#### 3 Arbitration

Any dispute between the Policyholder and Us or the Company in respect of this section of the Policy may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement, the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or professional body within the Territorial Limits.

The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of Us or the Company, the Policyholder's costs shall not be recoverable under this Policy.

#### 4 Insolvency of Policyholder

If the Policyholder is insolvent when a claim is notified to Us or becomes insolvent during the course of any Legal Proceedings, to which the Company has given support, the Company has the right to refuse to admit a claim or immediately to withdraw its support from a claim. The Policyholder shall be deemed insolvent upon the appointment of an office-holder within the meaning given by section 233 (1) or 372 (1) of the Insolvency Act 1986.

#### 5 Notification of Claims

It is a condition precedent to the Company's liability that We must be notified in writing immediately the Policyholder is aware of any actual or alleged act, omission or dispute which has given or may give rise to any Legal Proceedings involving the Policyholder. If the Policyholder fails to notify Us of any actual or alleged act, omission or dispute during the Period of Insurance any claim arising from such actual or alleged act, omission or dispute will not be admitted.

Where such notification has been given, the Company agrees to treat any subsequent Legal Proceedings in respect of the circumstances notified as though the Legal Proceedings had been made or brought during the Period of Insurance.

#### Special Procedure

If a form ET1 (Originating Application) is received from an employment tribunal the Policyholder must immediately forward it to Us with form ET3 (Notice of Appearance by Respondent) which should be left blank.

In view of the 21 days' statutory time limit this must be done immediately.



## 6 Appeal Procedure

Our consent must be obtained if the Policyholder wishes to appeal against the judgment of a court. A written application must be submitted to Us at least 10 working days before the final date for lodging the appeal. The application must state the reasons for bringing the appeal. We will inform the Policyholder of Our decision.

The Policyholder must co-operate in an appeal against the judgment of a court at Our request.

## 7 Conduct of Legal Proceedings

### A) Nomination of the Legal Representative

i) In respect of any and all claims where the Company may be liable to pay an award of compensation, We have the right to choose the Legal Representative.

ii) In respect of all other claims covered by the Policy:

Where court papers have been issued (or received), or where there is a conflict of interest, the Policyholder is free to choose a suitably qualified Legal Representative. Where the Policyholder has selected a Legal Representative of the Policyholder's own choice, We will only pay Legal Expenses up to the limit specified by the Standard Legal Expenses. Any Legal Expenses in excess of the Standard Legal Expenses will be the responsibility of the Policyholder. In selecting the Legal Representative the Policyholder shall have a duty to minimise the cost of Legal Proceedings.

We may choose not to accept a representative chosen by the Policyholder. If this occurs We will explain why. If there is a disagreement over the choice of representative in these circumstances, the Policyholder may choose another suitably qualified person and submit the name of that person to Us for consideration. If We cannot agree on a representative or whether Legal Proceedings are necessary the Policyholder can take the matter to an independent arbitrator. The arbitration process is set out in Claims Settlement Condition 3.

In all circumstances except those described in 7a)ii) above, We shall choose a representative to act on the Policyholder's behalf. If the Policyholder's choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case, We will not pay for this work to be done. We will not pay the Policyholder's choice of representative more than We would pay Our own choice of representative.

iii) In the period before We agree that Legal Proceedings are necessary We reserve the right to seek to obtain a settlement on the Policyholder's behalf. The settlement will be subject to the Policyholder's agreement, which the Policyholder will not unreasonably refuse. Any representative is appointed in the Policyholder's name to act for the Policyholder.

### B) All information to be given to the Legal Representative

The Legal Representative must be given all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Policyholder's possession. The Policyholder must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested. The Policyholder owes the same obligations to Us as to the Legal Representative.

### C) Access to the Legal Representative

We are entitled to obtain from the Policyholder's Legal Representative any information, document, or advice relating to a claim under this insurance, whether or not privileged. On request the Policyholder will give any instructions necessary to ensure such access.

### D) Instruction of counsel or appointment of expert witnesses

If the Legal Representative wishes to instruct counsel or appoint expert witnesses We will not unreasonably withhold Our consent. The names of counsel or the expert witnesses must be submitted to Us together with an explanation of the necessity for such action.

### E) Our right to pay the Policyholder instead of indemnifying Legal Expenses

We may elect to pay the Policyholder a reasonable sum not exceeding the realistic estimated value of any claim instead of indemnifying any Legal Expenses. Such a decision will be entirely at Our discretion and will be in full and final settlement of the Policyholder's claim.

### F) Offer of settlement

The Policyholder must inform Us in writing as soon as an offer to settle Legal Proceedings is received or a payment into court is made. The Policyholder will not unreasonably withhold consent to the Legal Representative making an offer to settle the Legal Proceedings. The Policyholder must not enter or offer to enter into any agreement to settle without Our prior written consent. Any such agreement must take into account the Company's interest in the recovery of costs. If the Policyholder unreasonably withholds agreement to a settlement We reserve the right to withdraw Our support.

### G) Withdrawal by the Policyholder

Where the Company has provided an indemnity for Legal Expenses and the Policyholder withdraws from the Legal Proceedings without Our agreement, the Company shall be entitled to reimbursement for all Legal Expenses paid.

### H) Payment of Legal Expenses

All bills relating to any Legal Proceedings which the Policyholder receives from the Legal Representative should be forwarded to Us without delay.

Bills must be certified by the Policyholder to the effect that the charges have been properly incurred and that We are authorised to settle on the Policyholder's behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.



If requested the Policyholder must ask the Legal Representative to submit the bill of costs for assessment or audit.

The provision of indemnity for any Legal Expenses does not imply that all Legal Expenses will be paid. If the Policyholder is in doubt We should be consulted.

The Policyholder must not, without Our written consent, enter into any agreement with the Legal Representative as to the payment of Legal Expenses.

l) Recovery of costs and expenses The Policyholder through the Legal Representative shall be responsible for the repayment to the Company of any:

i) award of costs in favour of the Policyholder,

or

ii) costs agreed to be paid to the Policyholder as part of any settlement.

When the total amount of Legal Expenses incurred is within the Limit of Indemnity, the Policyholder and the Company will share any Legal Expenses that are recovered according to the proportion paid. Where the total cost of the legal action exceeds the Limit of Indemnity, the Policyholder and the Company shall have priority over any other parties with an interest in any costs recovery. The Policyholder and Company shall share such recovery according to the proportion paid, subject to the Company's right of recovery being restricted to the Limit of Indemnity.

## Extensions

### 1 Jury Service Allowance

The Company will indemnify the Policyholder in respect of Jury Service Allowance provided that such attendance commences during the Period of Insurance and within the Territorial Limits.

Limit of Indemnity      £150 per person per day

### 2 Witness Attendance Allowance

The Company will indemnify the Policyholder in respect of Witness Attendance Allowance provided that such attendance commences during the Period of Insurance and within the Territorial Limits.

Limit of Indemnity      £150 per day,

subject to a Limit of Indemnity of £10,000 in total in respect of all Events notified during any Period of Insurance.

### 3 Taxation Proceedings

Limit of Indemnity £25,000 in respect of Any One Event for Legal Expenses arising out of Taxation Proceedings, subject to a Limit of Indemnity of £100,000 in total in respect of all Events notified during any Period of Insurance arising out of Taxation Proceedings.

### 4 Legal Advice

The Company will provide the Policyholder with confidential advice and guidance on legal matters affecting the business. To access this service contact the Company's legal consultants on 0845 078 7543 quoting 70201.

This service is available 24 hours a day, 365 days a year. The Company accepts no responsibility for failure of this service for reasons outside of the Company's control.

## Exclusions

The Company shall not be liable for Legal Expenses in respect of:

- 1 the period before We have agreed in writing to support the Legal Proceedings,
- 2 work undertaken without our prior written agreement
- 3 the defence of any Legal Proceedings made or brought against the Policyholder arising from any actual or alleged:
  - A) death, bodily injury, disease or illness of any person,
  - B) loss, destruction or Damage to any property,
  - C) breach of any professional duty,
  - D) breach of any duty owed as a director or officer of any company. This does not apply where the breach or alleged breach relates to taxation disputes and cover is provided under Insured Incident 3 - Taxation.
- 4 any Legal Expenses that are in excess of the Standard Legal Expenses where the Policyholder has nominated their own representative to act as the Legal Representative.
- 5 any Legal Proceedings brought outside the Territorial Limits,
- 6 any Legal Proceedings where a reasonable estimate of the likely irrecoverable element of any Legal Expenses to be paid would exceed a realistic financial valuation of the Policyholder's claim,
- 7 any Legal Proceedings where the Policyholder is, or but for the existence of this section of the Policy would be, entitled to cover under any other insurance policy actually held or would be entitled to cover under any policy which the Policyholder is required to hold by law,
- 8 any actual or alleged act, omission or dispute occurring prior to, or existing at inception or renewal of this Policy and which the Policyholder knew (or ought reasonably to have known) was likely to give rise to Legal Proceedings,

- 9 any Legal Proceedings arising from:
  - A) the Policyholder's intentional wrongdoing or
  - B) an act or omission with reckless disregard as to its consequences.
- 10 any dispute between the Policyholder and any subsidiary, parent, associated or sister company or between shareholders, directors, partners or any other person who is or would be entitled to indemnity at the Policyholder's request,
- 11 damages, fines or penalties of any nature incurred by the Policyholder in Legal Proceedings,
- 12 any VAT attaching to Legal Expenses incurred with Our consent which is recoverable by the Policyholder,
- 13 the defence of any Legal Proceedings arising from or relating to any actual or alleged dishonesty, fraud or malicious conduct of the Policyholder unless such proceedings are successfully defended,
- 14 the pursuit or defence of any action alleging defamation or malicious falsehood,
- 15 the pursuit or defence of any Legal Proceedings relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information,
- 16 the pursuit or defence of Legal Proceedings between the Policyholder and a central or local government authority concerning the imposition of statutory charges except where an appeal is allowed at law,
- 17 an application for judicial review,
- 18 any alternative funding arrangement or insurance or costs which are only payable where a successful outcome to a legal action is achieved,
- 19 the defence of any Legal Proceedings arising from or relating to seepage, pollution or contamination of any kind,
- 20 any Legal Proceedings arising directly or indirectly from:
  - A) equipment failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all,
  - B) computer viruses, including any program or software which prevents any operating system, computer program or software working properly or at all.

This does not apply to any claim relating to compensation for bodily injury.
- 21 any Legal Proceedings directly or indirectly caused by, contributed to, or arising from:
  - A) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## **Additional Exclusions Specific to Insured Incidents 1 to 8**

### **Exclusions Specific to Insured Incident**

#### **1 – Employment**

The Company will not pay Legal Expenses arising from or relating to:

- 1 any benefit due under a contract of employment,
- 2 any payment made in respect of redundancy,
- 3 the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Equal Pay Act 1970,
- 4 any claim where the Policyholder does not appoint the Legal Representative in accordance with Claims Settlement Condition 7a),
- 5 any dispute that arises within three months of the inception of the Policy,
- 6 a dispute within the first six months of the Policy where a warning was given to an Employee six months prior to the Policy's inception,
- 7 any compensatory award made against the Policyholder relating to:
  - A) trade union activities including membership or non-membership,
  - B) pregnancy, maternity or paternity rights.
- 8 any award made because of the Policyholder's failure to provide written reasons for dismissal,
- 9 any compensatory award specified in a reinstatement or re-engagement order or made because of the Policyholder's failure to provide written reasons for a dismissal,
- 10 any awards to the extent that they relate to contractual rights accruing to the Employee, ex employee or prospective Employee prior to the actual or alleged breach of the actual or alleged contract of employment,
- 11 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an exclusion or proviso applying to that section.

## **Exclusions Specific to Insured Incident**

### **2 – Prosecution Defence**

The Company will not pay Legal Expenses:

- 1 arising from or relating to any Legal Proceedings involving the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft,
- 2 arising from or relating to any Legal Proceedings concerning to any alleged deliberate or intentional act unless charges are dismissed or the Policyholder is acquitted,
- 3 incurred in a Magistrates' Court that are in excess of what would be allowed should a full Representation Order have been granted,
- 4 incurred in the Crown Court that are in excess of any contribution required under the terms of the Representation Order,
- 5 in respect of a claim where it is alleged that the Policyholder has breached the terms and conditions of a Representation Order,
- 6 arising from or relating to a matter which is more specifically covered by another section of this Policy or would have been had it not been for an exclusion or proviso applying to that section.

## **Exclusions Specific to Insured Incident**

### **3 – Taxation**

The Company will not pay Legal Expenses arising from or relating to:

- 1 any claim where a Tax Avoidance Scheme has been used by the Policyholder,
- 2 an enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or any investigation or enquiry by the Investigations Division of HM Revenue & Customs, HM Revenue & Customs Internal Governance or Criminal Investigations,
- 3 any investigation or inspection by HM Revenue & Customs that commenced prior to the inception of this Policy,
- 4 any work in connection with the normal reconciliation of the annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or investigation arising,
- 5 the Policyholder's actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent to deceive is shown the Company shall be entitled to recover such indemnity as it has actually provided,
- 6 any issue of law, practice, or procedure not directly connected with the particular investigation, dispute or Legal Proceedings which are the subject of an indemnity under this section of the Policy,
- 7 any enquiry born out of an enquiry into earlier years' tax return(s) or a tax return already under enquiry, 8 enquiries into tax returns that were filed after the statutory filing date and where no reasonable excuse has been accepted by HM Revenue & Customs for late filing,
- 9 any criminal prosecution,
- 10 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an exclusion or proviso applying to that section.
- 11 in an investigation to Research and Development relief for Corporation Tax or where Patent Box has been used,
- 12 any claim involving an enquiry by Special Civil Investigation Office under Code of Practice 8 unless that at the culmination of such enquiry it is provided that the Insured Person is not guilty of any fraud, fraudulent intent or serious irregularities.

## **Exclusions Specific to Insured Incident**

### **4 – Property**

The Company will not pay Legal Expenses arising from or relating to:

- 1 rent payable for leasehold property,
- 2 the recovery of rent payable,
- 3 freehold title, lease, tenancy or licence disputes,
- 4 mining or other subsidence or heave,
- 5 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an Exclusion or proviso applying to that section,
- 6 a contract entered into by the Policyholder,
- 7 the construction, extension, alteration, demolition, repair, renovation or refurbishment of any property,
- 8 A) any dispute arising from the compulsory purchase, confiscation, nationalisation, requisition, destruction of or damage to any freehold or leasehold property,  
B) any disputes over restrictions or controls placed on any freehold or leasehold property,  
C) any disputes arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing or other works, by or on behalf of any government, public or local authority, except in so far as the claim relates to accidental damage arising from such activities.

## **Exclusions Specific to Insured Incident**

### **5 – Contract and Disputes**

The Company will not pay Legal Expenses arising from or relating to:  
an undisputed debt owed to the Policyholder:

- 1 any licence or franchise agreements,
- 2 a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled,
- 3 the letting or tenancy of property,
- 4 any computer software or hardware that has been tailored by or on behalf of a supplier or the Policyholder,
- 5 the construction, extension, alteration, demolition, repair, renovation or refurbishment of any property,
- 6 the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft.

## **Exclusions Specific to Insured Incident**

### **6 – Data Protection**

The Company will not pay Legal Expenses arising from or relating to:

- 1 any criminal prosecution,
- 2 any legal action concerning the grant and/or execution of a warrant of entry,
- 3 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an exclusion or proviso applying to that section.

## **Exclusions Specific to Insured Incident**

### **7 – Bodily Injury**

The Company will not pay Legal Expenses arising from or relating to:

- 1 any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident,
- 2 the defence of any claim,
- 3 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an Exclusion or proviso applying to that section.

## **Exclusions Specific to Insured Incident**

### **8 – Statutory Licence**

The Company will not pay Legal Expenses arising from or relating to:

- 1 an original application for a statutory licence,
- 2 the standard renewal of a licence.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

## Cyber Insurance

THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE INSURED AND NOTIFIED TO THE COMPANY DURING THE PERIOD OF INSURANCE

### Cyber Risk Insuring Clauses

The Company shall indemnify the Insured up to the Cyber Risk Limit of Indemnity against:

#### 1 Data Liability

Loss in respect of any Claim first made against the Insured during the Period of Insurance and reported to the Company in accordance with this Policy which results in legal liability and which arises from a Data Liability Event that occurs after the Retroactive Date and before the end of the Period of Insurance;

#### 2 Network Security

Loss in respect of any Claim first made against the Insured during the Period of Insurance and reported to the Company in accordance with this Policy which results in legal liability and which arises from a Network Security Event that occurs after the Retroactive Date and before the end of the Period of Insurance;

#### 3 Remediation Costs

for Remediation Costs incurred by the Insured resulting from an actual or threatened Data Liability Event or Network Security Event, first Discovered and reported to the Incident Manager in accordance with this Policy;

#### 4 Cyber Business Interruption

any Business Interruption Loss incurred by the Insured, after the Waiting Period, resulting from a Cyber Business Interruption Event commencing during the Period of Insurance and reported to the Incident Manager in accordance with this Policy.

## Cyber Extensions

The following coverage Extensions shall be provided where shown as 'Insured' in the Schedule:

#### 1 Multimedia Activities

Loss in respect of any Claim first made against the Insured during the Period of Insurance and reported to the Company in accordance with this Policy which results in legal liability and which arises from a Multimedia Event that occurs after the Retroactive Date and before the end of the Period of Insurance.

Provided that:

- A) the maximum liability of the Company during the Period of Insurance for this extension shall be the Sub Limit of Indemnity stated in the Schedule and this shall form part of the Cyber Risk Limit of indemnity;
- B) this extension shall not apply to any Claims based upon, arising out of attributable to advertising services performed by the Insured on the Insured's internet or website on behalf of others;
- C) this extension shall exclude Unauthorised Access by Employees;
- D) the Excess shall apply before the Company shall be liable to make any payment.

#### 2 Payment Card Industry Data Security Standard (PCI DSS)

Payment Card Industry Expenses in respect of any Claim first made against the Insured during the Period of Insurance and reported to the Company in accordance with this Policy which results in legal liability from a breach of Payment Card Industry Data Security Standards (PCI DSS) and which arises from Unauthorised Access discovered after the Retroactive Date and before the end of the Period of Insurance.

provided that:

- A) the maximum liability of the Company during the Period of Insurance for this extension shall be the Sub Limit stated in the Schedule and this shall form part of the Cyber Risk Limit of indemnity;
- B) this Extension shall not apply if and to the extent such civil fine or penalty is uninsurable under the laws or regulations of the relevant territory; and
- C) the Excess shall apply before the Company shall be liable to make any payment.

#### 3 Compensation for Court Attendance

In the event of any Insured Persons attending court as a witness at the request of the Company in connection with a Claim in respect of which the Policyholder is entitled to indemnity under this Policy the Company will provide compensation to the Policyholder at the following rates per day for each on which attendance is required:

- A) Director £500
- B) Employee £250

provided that:

- A) attendance is at the request of the Company and in connection with a covered Claim under this Policy;
- B) the maximum liability of the Company during the Period of Insurance for this extension shall be the Sub Limit stated in the Schedule and this shall form part of the Cyber Risk Limit of indemnity;
- C) the Excess shall apply before the Company shall be liable to make any payment.

#### 4 Withdrawal of Content

Expenses in respect of any Claim first made against the Insured during the Period of Insurance and reported to the Company in accordance with this Policy which results in the Insured being legally liable to withdraw or alter content by order of a court, as the result of a complaint: to the Advertising Standards Authority (ASA), the Officer of Communications (OFCOM), Trading Standard Officers or any other official regulatory or self regulatory body, or in mitigation of a Claim covered for a Data Liability Event or a Network Security Event, that occurs after the Retroactive Date and before the end of the Period of Insurance.

provided that:

- A) the maximum liability of the Company during the Period of Insurance for this extension shall be the Sub Limit of Indemnity stated in the Schedule and this shall form part of the Cyber Risk Limit of indemnity;
- B) this extension shall not apply to any Claims based upon, arising out of attributable to advertising services performed by the Insured on the Insured's internet or website on behalf of others;
- C) the Insured can prove to the satisfaction of the Company that such content would, if not rectified, result in damages equal to or in excess of the indemnified Expenses; and
- D) the Excess shall apply before the Company shall be liable to make any payment.

#### 5 Cyber Extortion

Cyber Extortion Expenses for the sole purpose of providing guidance to the Insured to investigate and determine the cause of such Cyber Extortion Event to minimise or limit adverse publicity, terminate or mitigate any actual or credible threat of a Cyber Extortion Event,

provided that:

- A) any cyber extortion includes a request for ransom, such request is to the detriment of the Insured and will cause financial and reputational harm to the Insured;
- B) the ransom was paid, or the goods or services were surrendered, under duress;
- C) before agreeing to the payment of the ransom or surrender of goods or services, You made all reasonable efforts to determine that the illegal threat was genuine and not a hoax;
- D) an individual in the definition of Director agrees to the payment of the ransom or surrender of the goods or services; or
- E) any cyber extortion has been notified and acknowledged by the Police (or equivalent body sanctioned by local, state, or national government to enforce laws and apprehend those who break them);
- F) payment of such costs and Expenses are permitted by law; and
- G) the Excess shall apply before the Company shall be liable to make any payment.

### Cyber Risk Limit of Indemnity

The Limit of Indemnity shown in the Schedule is the maximum aggregate amount this Policy will pay, including Defence Costs for any and all Losses, Remediation Costs & Business Interruption Losses arising from all Claims and all Related Claims during the Period of Insurance.

The insurance provided is on a costs inclusive basis whereby Your costs and Expenses and the costs and expenses incurred by the Company and Incident Manager or with the Company's written approval by any Insured entitled to Indemnity, are included within the Limit of Indemnity stated in the Schedule.

The Excess or Waiting Period shall apply before the Company shall be liable to make any payment (including in respect of but not limited to Defence Costs, fees, Expenses, Payment Card Industry Expenses and Cyber Extortion Expenses). The Excess is to be borne by the Policyholder and shall remain uninsured.

The Company may at any time pay the Limit of Indemnity (less any sums already paid) or any lesser amount, at the absolute discretion of the Company, for claims arising out of such Data Liability Event, Network Security Event or Cyber Business Interruption Event can be settled.

The Company will then relinquish control of such Claims and be under no further liability in respect thereof except for costs and Expenses for which the Company may be responsible prior to the date of such payment.



## Conditions

The following conditions specifically apply to this Cyber Risk Insurance.

### Additional Insureds

In respect of any Additional Insured the Retroactive Date applicable shall be the effective date for that Additional Insured as endorsed on the Schedule.

### Agreement

Where the Company has agreed to the Insured paying their premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, the Company reserves the right to terminate the Policy and the Insured will no longer be insured by the Company.

### Assignment and Alteration

This Policy and any rights under it cannot be assigned without the written consent of the Company. No change or modification under this Policy shall be effective without a written endorsement to the Policy agreed and issued by the Company.

### Authorisation Clause

You shall act on behalf of all Insureds with respect to:

- A) giving and receiving of notice of any Claim or Circumstance or reported Remediation Costs or reported Business Interruption Loss;
- B) the payment of premiums and the receiving of any return premiums that may become due under this Policy;
- C) the negotiation, agreement to and acceptance of endorsements to this Policy; and
- D) the giving or receiving of notice provided under this Policy except the giving of and notice which extends to include any Insured authorised in writing by You.

### Cancellation

You may cancel this Policy at any time by giving written notice to the Company and such cancellation being effective 30 days after such notice is received by the Company. In such case, the Company shall refund any unearned premium calculated at pro-rata rate of the annual premium, except in the event of a Claim or Circumstance or reported Remediation Costs or Business Interruption Loss having been notified prior to the date of cancellation whereupon no refund shall be due, unless agreed otherwise by the Company.

This policy may not be cancelled by the Company except for non-payment of the premium or upon expiry of a period of notice of not less than 30 days.

### Cancellation of the Insured's Fixed Sum Loan

Where the Company have agreed to You paying Your premium by monthly instalments, then in the event of a missed payment, Your insurance Policy may be terminated and You will no longer be insured by the Company. The Company may also take further action to pursue any outstanding debt. If Your monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, the Company reserve the right to also terminate that linked loan agreement.

### Change of Control

If during the Period of Insurance any other person, group or entity acquires control of more than 50% of Your issued share capital or of the composition of Your board, the cover provided by this Policy shall be restricted so as to apply only to Claims or Loss in respect of Cyber Business Interruption Events, Data Liability Events or Network Security Events occurring prior to the effective date of such sale, consolidation, merger or acquisition of control, unless the Company has agreed to extend coverage under the Policy and You have agreed to the terms of any such extension of coverage.

### Disputes under this Policy

Any dispute between the Insured and the Company regarding any aspect of this contract will be resolved as follows:

- A) the Insured and the Company will endeavour to resolve the dispute amicably;
- B) the Insured and the Company (or either's nominees) shall, in the first instance, meet to discuss and resolve the dispute as soon as reasonably practicable, unless otherwise agreed in writing; and
- C) in the event that the dispute has not been resolved to the satisfaction of any party within 28 days (with effect from notice being given in writing by either party) then the dispute may be referred to litigation and the parties will be free to pursue the appropriate remedy.

### Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based.



The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

## Exclusions

### Effect of Exclusions

The Company shall not be liable to indemnify the Insured in respect of any Claim, Loss, Remediation Costs, Business Interruption Loss, Payment Card Industry Expenses Compensation for Court Costs, Withdrawal of Content Expenses or Cyber Extortion Expenses:

#### 1 Asbestos, Nuclear, Pollution & Electromagnetism

- A) directly or indirectly, arising out of, or resulting from, asbestos or any actual or alleged asbestos related loss, injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos or asbestos containing materials;
- B) arising from, based upon, attributable to or as a consequence of, whether direct or indirect, or in any way involving:
  - i) ionising radiation or contamination by radioactivity or from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
  - ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof;
- C) caused by, arising out of, based upon, attributable to, as a consequence or in any way involving, pollution or directly or indirectly the actual, alleged or threatened discharge, dispersal, seepage, release or escape of pollutants or contamination of any kind;
- D) arising from, based upon, attributable to or as a consequence of any electromagnetic field, electromagnetic radiation or electromagnetism, which terms are defined as follows:
  - i) electromagnetic field means any field of force that is made up of associated electric and magnetic components;
  - ii) electromagnetic radiation means any succession of electromagnetic waves; or
  - iii) electromagnetism means magnetism that is developed by a current of electricity.

#### 2 Benefiting another Insured

based upon attributable to or arising out of any Claim brought by one Insured against another except for a Claim brought or alleged by an Employee against an Insured as a result of a Data Liability Event or Network Security Event.

#### 3 Bodily Injury

arising directly or indirectly from any death or bodily injury provided that this Exclusion shall not apply to mental anguish or mental injury suffered as a result of a Data Liability Event or Network Security Event.

#### 4 Contractual agreement

arising from, attributable to or based upon any warranty, contractual term, guarantee or where liability has been assumed or accepted by an Insured under contract or agreement except to the extent that such liability would have attached in the absence of such contract or agreement provided that this exclusion shall not apply to such claims covered under Cyber Insurance Extension 2. Payment Card Industry Data Security Standard (PCI DSS).

#### 5 Directors & Officers

made against any person employed, engaged or acting for You in their capacity as a director, officer, trustee or employee in respect of the performance or non-performance of their duties as a director, officer, trustee or employee.

#### 6 Employment Practices Liability

arising from:

- A) any obligation owed by the Insured as a past, present or potential employer to any Employee, including Claims for error, misstatement, misleading statement, omission or neglect or breach of duty for wrongful dismissal, discharge or termination under any contract of employment or under any retainer with any consultant or under any training contract or work experience placement; or
- B) any person, whether by any Employee or not, alleging sexual, racial or other harassment or molestation, or sexual, racial, ethnic, disability, sexual orientation, religious or age discrimination or victimisation, or discrimination or victimisation of any other kind

provided that the Company will pay indemnity in respect of any Claim against the Insured when alleged in conjunction with a covered Claim for a Data Liability Event or a Network Security Event.

#### 7 External services

arising from any failure, outage, or disruption of power, utility services, satellites, or telecommunications external services not under the direct operational control of the Insured.

## **8 Fraud or Dishonesty**

arising from, attributable to or based upon any

A) reckless, deliberate, criminal or fraudulent acts by the Insured

provided that the Company shall provide an indemnity in respect of any Claim against the Insured, or Remediation Costs or Business Interruption Loss when committed by an Employee which gives rise to a covered Claim for a Data Liability Event, a Network Security Event or Cyber Business Interruption Event, Cyber Extortion Event or Multimedia Event;

or

B) Insured committing, condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature

provided that, the Company will continue to pay on behalf of any Insured Person, Defence Costs under this Policy until such Insured Person has been found by way of any judgment, binding arbitration decision, final adjudication, conviction or written admission of the Insured establishing such conduct by a court, tribunal, arbitrator or Regulator.

Following such finding the Company shall be entitled to repayment of any amount paid to the Insured under this Policy.

## **9 Intellectual Property Rights**

arising directly or indirectly from the loss of, infringement or use of intellectual property rights, patents, trademarks, copyright registered design, trade secrets or confidential manufacturing, processing or servicing methods provided that this exclusion shall not apply to such Claims covered under Cyber Insurance Extension or Loss arising out of a Claim against an Insured for a covered Data Liability Event or Network Security Event.

## **10 Insolvency**

arising from any bankruptcy, liquidation or insolvency of any Insured or any other person, including a business process outsourcer or third-party service provider.

## **11 Money**

arising from, attributable to, or based upon loss, transfer or theft of monies or securities of the Insured.

## **12 Previous Claim or Circumstance**

A) arising from, attributable to, or based upon any Circumstance known to the Insured or which should have been known to the Insured at the inception of this Policy which might reasonably be considered to produce a Claim or reported Remediation Costs or reported Business Interruption Loss;

or

B) notified under any insurance which was in force prior to the inception of this Policy; or

C) for any Claim made against the Insured prior to the Period of Insurance.

## **13 Prior Written Consent**

if and to the extent that such:

A) Remediation Costs;

B) Payment Card Industry Expenses;

C) Compensation for Court Costs;

D) Withdrawal of Content Expenses;

E) Cyber Extortion Expenses; or

F) Expenses;

have been incurred without the Company's express prior written consent (such consent shall not be unreasonably withheld or delayed).

## **14 Products supplied, Defects and Recall**

A) arising from or in connection with any product supplied, manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by or on behalf of the Insured or contract work executed by the Insured

provided that this exclusion shall not apply to Loss, Remediation Costs or Cyber Business Interruption Loss suffered as a result of a Data Liability Event, Network Security Event or Multimedia Event; or

B) in respect of loss of or damage to any:

i) product sold or supplied; or

ii) contract work executed,

by the Insured caused by any defect therein or the unsuitability thereof for its intended purpose; or

C) for the cost of recall, removal, repair, alteration, replacement or reinstatement of any:

i) product sold or supplied; or

ii) contract work executed,

necessitated by any defect therein or the unsuitability thereof for its intended purpose.

## **15 Professional Indemnity**

for any error or omission arising out of the provision of negligent professional advice or design.

## **16 Retroactive Date**

otherwise eligible for indemnity under this Policy, where the cause of such Claim or Loss occurred, or was alleged to have occurred, prior to any Retroactive Date.

## **17 Sale of Critical Data**

arising from the sale of non public data to any third party without the permission of the data subject. A data subject is the person about whom personal data is being collected, processed and stored.

## **18 Tangible Property**

arising from, attributable to, or based upon any loss of or damage or destruction to tangible property.

## **19 Third party advertising services**

based upon, arising out of attributable to advertising services performed by the Insured on the Insured's internet website on behalf of others.

## **20 War**

arising from any physical act of war, invasion, or warlike operations (whether war be declared or not), civil war, riot, civil commotion, rebellion, revolution, insurrection, civil uprising or military or usurped power.

## **Effect of Acts, Knowledge or Conduct of an Insured**

The acts, knowledge or conduct of any Insured shall not be imputed to any other Insured for the purposes of applying the Exclusions.

# **Claims Conditions**

## **Making a Claim**

In order for Claims to be accepted under this Policy the Insured must comply with the following:

### **1 Claim Notification**

Upon the Discovery of an actual, alleged or suspected Data Liability Event, Network Security Event or Cyber Business Interruption Event, Cyber Extortion Event or Claim the Insured must immediately give notice to the Company by calling or contacting the Incident Manager:

Incident Manager  
24 hour Cyber Incident number; 0330 041 6164

Professional & Financial Risks Claims Department  
St Mark's Court  
Chart Way  
Horsham  
West Sussex  
RH12 1XL  
profin.claims@uk.rsagroup.com

The Insured must give notice to the Incident Manager during the Period of Insurance;

### **2 Circumstance Notification**

The Insured must give written notice to the Incident Manager of a Circumstance which might reasonably be considered to give rise to a Claim specifying the reasons for anticipating such a Claim. If such notice is given, any Claim subsequently made against the Insured (whether or not made during the Period of Insurance) arising out of such Circumstance shall be deemed to have been made at the time such notice of Circumstances was given by the Insured to the Incident Manager,

provided that any such Claim is notified as soon as reasonably possible after a Claim has been first made and no later than 40 working days after the expiry of the Period of Insurance.

### **3 Admission of Liability**

No Insured shall admit nor assume any liability, enter into any settlement agreement nor consent to any judgment in respect of any Claim without the prior written consent of the Incident Manager or the Company, such consent not to be unreasonably withheld or delayed.

#### 4 Information and Documentation

The Insured shall provide such information and documentation relating to a Claim, Loss, Remediation Costs, Business Interruption Loss or Cyber Extortion Event as the Incident Manager or Company may reasonably require.

Failure to comply with Conditions 1, 2, 3 and 4 will result in a Claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss.

#### Defence and Cooperation

- 1 The Company shall have the right (but is not obliged or required) to conduct in the name of the Insured the defence and settlement of any Claim, Remediation Costs, Business Interruption Loss or Cyber Extortion Event insured, either in whole or in part under this Policy and appoint lawyers or other representatives for this purpose (even if any allegations against the Insured are groundless, false or fraudulent). Provided that the Company's right to conduct such defence or appoint such lawyer or other representatives shall cease upon exhaustion of the Limit of Indemnity.
- 2 With respect to any Claim or Circumstance notified under this Policy:
  - A) all documents supporting any Claim or relevant to any Circumstance shall be forwarded to the Incident Manager immediately;
  - B) the Insured will at its own cost, render all reasonable assistance to and cooperate with the Company or Incident Manager as required;
  - C) the Insured will take all reasonable steps to mitigate Loss, Remediation Costs and Business Interruption Loss; and
  - D) the Company shall advance Defence Costs on an ongoing basis and prior to the final disposition of a Claim over and above any applicable Excess

provided that if and to the extent it is finally established or determined that such Defence Costs (or any part thereof) are not insured under this Policy the Insureds severally according to their respective interests under this Policy shall repay such uninsured Defence Costs to the Company.

#### Other Insurance

If at any time any Claim arises under this Policy the Insured is or would but for the existence of this Policy be entitled to indemnity under any other contract or contracts of insurance the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other contract or contracts of insurance had this Policy not been effected.

#### Partial Invalidity

If any provision of this Policy is, or becomes, invalid or unenforceable in accordance with the law to which this Policy is subject, such provision shall be deemed to be deleted and all other terms and conditions of this Policy shall remain in force and effect.

#### General Definitions

**Additional Insured** means any entity:

- 1 in which You hold directly or indirectly more than fifty per cent (50%) of the voting rights;
- 2 in which You have the right to appoint or remove a majority of the board of Directors;
- 3 in which You hold more than half the issued share capital;
- 4 declared to and accepted by the Company that is endorsed on the Schedule

**Business** means the activities undertaken by the Insured as stated in the Schedule.

**Business Interruption Loss** means the Insured's

##### 1 Gross Profit calculated as

(unless shown as Not Insured in the Schedule)

##### A) Reduction in Turnover

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period falls short of the Standard Turnover in consequence of the Cyber Business Interruption Event; and

##### B) Increase In Cost of Working calculated as

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Cyber Business Interruption Event.

provided that

- i) the sum shall not exceed the total of the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided plus 5% of the Cyber Risk Limit of Indemnity, but not more than £250,000, whichever is the lesser; and

- ii) Business Interruption Loss shall apply after the Waiting Period;

or

## 2 Gross Revenue

(unless shown as Not Insured in the schedule)

### A) Loss of Gross Revenue

the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Cyber Business Interruption Event; and

### B) Increase In Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Cyber Business Interruption Event.

provided that the sum shall not exceed:

- i) the amount of the reduction in Gross Revenue thereby avoided plus 5% of the Limit of Indemnity, but not more than £250,000, whichever is the lesser; and
- ii) Business Interruption Loss shall apply after the Waiting Period.

and

## 3 Mitigation Costs

costs incurred to avoid or mitigate the effects of a system outage or network interruption, discover or minimize such interruption or degradation of the network, preserve evidence or substantiate the Insured's Loss.

provided that You shall be accountable to the tax authorities for Value Added Tax and all terms under this Business Interruption Loss shall be exclusive of such tax.

**Circumstance** means any incident, occurrence, fact, matter or act or omission which might reasonably be considered likely to give rise to a Claim.

**Claim** means any written demand, notice before action or civil, criminal, judicial, administrative, regulatory or arbitral proceeding or investigation against the Insured seeking compensation or other legal remedy or penalty directly arising from a Data Liability Event or a Network Security Event or Cyber Extortion Event.

**Computer System** means the following and is limited to computer systems which are either owned, operated or controlled by the Insured or which are licenced or leased to the Insured by cloud or other Outsource Providers:

- 1 computers, desktops, laptops, mobile phones including Personal Digital Assistants (PDAs) or other similar transportable hand held devices, electronic storage devices, servers, intelligent routers and related peripheral components; and
- 2 computer systems, applications, software or computer firmware websites and blogs used to promote the Business; and
- 3 related communications networks,

by which electronic data is collected, transmitted, stored or received and used in connection with the Business.

**Credit Monitoring Costs** means reasonable fees, costs and Expenses for the monitoring services of identity or credit theft including the purchase of identity theft insurance for a period of 12 months from the date first offered following a covered Data Liability Event.

**Critical Data** shall mean the valuable data that You need in order to maintain your Business functions. Critical Data includes third party non-public data, personally identifiable information and sensitive personal information.

**Cyber Business Interruption Event** means:

- 1 Unauthorised Access; or
- 2 any:
  - A) damage to the Insured's data or programs; or
  - B) system outage, network interruption, or degradation of the Insured's network;caused by a Network Security Event,

discovered and notified to the Incident Manager during the Period of Insurance.

**Cyber Extortion Expenses** means

- 1 any reasonable and necessary fees, costs and expenses incurred to employ the services of an external public relations consultant, crisis management firm, law firm or an independent advisor; and
- 2 the value of costs, goods or services surrendered or paid by the Insured following a covered Cyber Extortion Event.

**Cyber Extortion Event** shall mean any actual or threatened unauthorised access from a third party after inception of the Policy to:

- 1 damage, destroy or corrupt Your Computer System or Critical Data;
- 2 introduce a Malware to your Computer System;
- 3 disseminate, divulge or use any Critical Data; or
- 4 cause Denial-of-service or denial of access.

**Data Liability Event** means:

- 1 the loss or suspected loss of any third party non-public data or information for which the Insured is legally responsible on a Computer System;
- 2 the breach of any Privacy Legislation worldwide by the Insured or someone for whom the Insured is legally responsible;
- 3 the deliberate and reckless alteration or addition of data as a result of unauthorised access by someone or something other than an Employee; or
- 4 the loss of Critical Data arising from the physical theft or loss of hardware for which the Insured is legally responsible.

**Data Restoration Costs** means reasonable fees, costs and Expenses for the restoration or replacement of data or programs that have been lost or damaged to the same standard and with the same contents before it was damaged, destroyed, altered, corrupted, copied, stolen or misused, and costs to prevent, minimise, or mitigate any further damage and preserve material evidence of criminal or malicious wrongdoings. These costs include the cost of purchasing replacement licenses for programs where necessary.

Data Restoration Costs do not include the value of the data at the time of its loss or destruction.

**Defence Costs** means reasonable fees, costs and Expenses (including but not limited to lawyers' fees and experts' fees) incurred by the Insured or the Company relating to the defence, settlement or appeal of a Claim. Defence Costs shall include the costs associated with the investigation, adjustment and defence of regulatory proceedings by an administrative or regulatory agency or similar government body, provided that Defence Costs shall not include:

- 1 principal, interest other money paid or due as the result of a loan, lease or extension of credit;
- 2 taxes, fines or penalties;
- 3 any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving Your security or performing audits;
- 4 any privacy investigation arising from any routine regulatory supervision enquiry or compliance review, any internal investigation or any investigation into the activities of an industry sector which is not solely related to an alleged breach of Privacy Legislation by You;
- 5 Remediation Costs
- 6 Loss.

**Denial-of-service** shall mean an explicit attempt by attackers to prevent legitimate users of the Computer System from using that Computer System by Unauthorised Access.

**Director** means any natural person serving in the position of:

- 1 a director of the company (including a shadow Director (as defined under Section 251 of the Companies Act 2006 or any equivalent provision) in the jurisdiction in which the company was incorporated);
- 2 any person named in any prospectus issued by the Insured as a prospective director;
- 3 any employee of the Insured whilst acting in a managerial or supervisory capacity;
- 4 any Director or employee of the Company who is deemed to be a Senior Manager under the Financial Services (Banking Reform) Act 2013;
- 5 any principal, head teacher or governor;
- 6 a trustee for a charitable or not for profit organisation trustee and any Employee thereof to whom any duty of such trustee is delegated;
- 7 a limited liability partnership member as defined under the Limited Liability Partnership Act 2000; or
- 8 a partner as defined under the Partnership Act 1890,

on behalf of the Insured

**Discovered or Discovery** means:

- A) when a Director, officer, company secretary, manager, trustee, equity partner or member of the Insured:
- 1 first learns of or first suspects a;
    - i) Data Liability Event;
    - ii) Network Security Event;or
    - iii) Cyber Business Interruption Event,
- that might reasonably cause a Loss, Remediation Costs or Business Interruption Loss;



or

B) when the Insured receives notice of an actual or potential Claim against it alleging facts that if true would lead to a Loss or Business Interruption Loss.

Discovery by an Insured shall be regarded as Discovery by and on the part of all Insureds.

**Electronic Data** means any data, text, sounds, images or similar content disseminated, including but not limited to the content of the Insured's email, intranet, extranet, website, bulletin board, chat room or other on-line discussion or information forum under the direct operational control of the Insured and in connection with the Business.

**Employee** means any person acting under a contract of employment for the Insured, or for whom the Insured is legally responsible in respect of the Business, provided that Employee shall not include any Director, partner or principal of the Insured.

**Excess** means:

1 in respect of:

- a) Data Liability;
- b) Network Security;
- c) Remediation Costs;
- d) Payment Card Industry Expenses
- e) Compensation for Court Attendance;
- f) Expenses for Withdrawal of Content; or
- g) Cyber Extortion Expenses

the amount or amounts specified in the Schedule for that part of each and every Claim or Loss as applicable; and

2 in respect of Cyber Business Interruption the Waiting Period

**Expenses** means necessary and reasonable costs, charges and fees incurred by the Insured or by the Company in investigating, defending or settling any Claim,

provided that Expenses shall not include:

- 1 salaries, commissions, emoluments, fees or any other benefits from employment or costs and expenses normally incurred by the Insured in the absence of a claim;
- 2 costs and expenses incurred by a customer to whom the Insured provides goods or services under a written contract unless ordered by a court of other legally authorised tribunal; or
- 3 discounts, service credits, rebates, price reductions, coupons, prizes, awards or other contractual or non-contractual incentives, promotions or inducements offered to, or to comply with an agreement to provide such relief to the Insured's Employees, customers or clients;

**Forensic Costs** means reasonable fees, costs and Expenses to investigate the cause, scope, extent or existence of any Data Liability Event, Cyber Business Interruption Event or Network Security Event.

**Gross Profit** means the amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Variable Costs:

- 1 the amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation; and
- 2 the Uninsured Variable Costs shall have the meaning usually attached to them in the Your accounts.

**Gross Revenue** means the money paid or payable to the Insured for work done and services rendered in the course of the Business.

**Incident Manager** means an approved partner appointed by the Company to manage the cyber incident phone line and provide incident response management services.

**Indemnity Period** means the period beginning at the end of the Waiting Period, ending when the Business is restored to the same or equivalent condition, functionality and service that existed prior to the Cyber Business Interruption Event, but not exceeding a maximum period of 90 days.

**Insured** means

- A) You, any current, future or former Employee (including Directors, officers, principals or partners); and
- B) any Additional Insured; and
- C) anyone performing employment duties for whom you or any Additional Insured is legally responsible You, any current, future or former Employee (including Directors, officers, principals or partners) and any Additional Insured anyone performing employment duties for whom You or any Additional Insured is legally responsible.

**Insured Persons** means any Director and any Employee.



**Loss** means any:

- A) judgments, settlements, awards, damages, costs and Expenses (including claimants costs and expenses), incurred by or behalf of the Insured; and
  - B) fines and penalties imposed by government or a regulator against the Insured,
- provided that Loss shall not include:
- 1 aggravated exemplary or punitive damages awarded by any court outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
  - 2 diminution of the value of any tangible or intangible property unless awarded by judgement;
  - 3 any amounts that are not connected to the Insured's Business or any Claim;
  - 4 any amounts for which the Insured is not legally liable;
  - 5 any charges, fines, penalties, levies, costs, expenses, assessments, contractual damages or imposition of liabilities of any nature arising as a direct result of the Insureds failure to comply with PCI DSS due to a breach, including any sums in relation to card reissuance or fraudulent transactions provided that the Company will pay Loss as a result of any covered Claim under Extension 2) Payment Card Industry Data Security Standard (PCI DSS) where shown as 'Insured' in the Schedule.
  - 6 fines and penalties unless they are permitted by the relevant law;
  - 7 taxes, or loss of tax benefits; or
  - 8 Defence Costs.

**Malware** means any malicious code software or virus designed to:

- 1 erase, deny access to or corrupt data;
- 2 damage, destroy or disrupt the normal functioning of any network or system; or
- 3 circumvent any network security product or service.

whether involving self-replication or not.

**Multimedia Event** means

- A) defamation or other tort related to disparagement of trade reputation, or the character of any person or organisation, including libel, slander, product disparagement, trade libel, infliction of emotional distress, malicious falsehood, outrage or outrageous conduct, breach of comparative advertising regulations, failure to attribute authorship or provide credit under any agreement to which the Insured is a party;
- B) infringement of intellectual property rights including but not limited to copyright, registered design, title, slogan, trade secret, trademark, trade name, trade dress, service mark, service name, domain name or metatag, breach of moral rights, passing off, plagiarism, piracy, or misappropriation of non public data; or
- C) alteration or addition of Electronic Data,

directly resulting from Unauthorised Access and arising from the publishing, dissemination, releasing, gathering, transmission, production, webcasting or other distribution of data by the Insured in connection with the Business.

**Network Security Event** means:

- 1 the negligent or non-deliberate or inadvertent transmission of any Malware to a third party for which the Insured is legally responsible from a Computer System;
- 2 the negligent or non-deliberate failure to secure the Insured's Computer System or network that results in Unauthorised Access; or
- 3 a Denial-of-service attack.

**Notification Costs** means

- 1 reasonable fees, costs and Expenses incurred by the Insured in respect of notifying any natural person or legal entity whose data or information has been compromised or may have been lost as a result of a Data Liability Event. Notification Costs shall include all reasonable costs to manage notifications and to respond to enquiries (including but limited to a call centre & creation of websites); and
- 2 reasonable fees and costs to determine notification requirements and notify the relevant legal entity in order to comply with Privacy Legislation.

**Outsource Provider** means the retention and authorisation by the Insured of a natural person or organisation to perform an internet technology function (including but not limited to, suppliers, contractors, sub contractors or vendors) on behalf of the Insured

provided that:

- 1 such function is performed under a signed written contract between such third party and the Insured;
- 2 the Insured retains the right to audit the performance of such function;
- 3 the Insured can demonstrate that they have vetted the natural person or organisation for competency, financial stability and honesty prior to the retention and authorisation by the Insured of such natural person or organisation to perform such function, and
- 4 such Outsource Provider has been declared to the Company in writing.

**Payment Card Industry Expenses** means reasonable charges, civil fines, penalties, Payment Card Industry (PCI) forensic investigator assessment costs or contractual damages.

**Privacy Legislation** means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, all published guidance by the Information Commissioners Office and the EU Data Protection Act or other similar laws protecting privacy elsewhere in the world.

**Public Relations Costs** means reasonable fees, costs and Expenses for obtaining advice and support to protect, or mitigate any damage to the Insured's reputation.

**Rate of Gross Profit** means the rate which Gross Profit would have borne to Turnover, during the Indemnity Period, if the Cyber Business Interruption Event had not occurred and allowing for trends of the Business or circumstances which would have affected the Business irrespective of the Cyber Business Interruption Event occurring.

**Related Claims** means any Claims, Remediation Costs, Losses or Business Interruption Losses or Cyber Extortion Losses under any sections of this Policy, directly or indirectly arising out of or in any way connected with the same originating cause or event, related or series of acts, circumstances, transactions, errors, omissions or events and such Claims or Losses will be deemed to be a single policy Claim, reported at the date of the first such policy Claim.

**Remediation Costs** means:

- 1 Credit Monitoring Costs;
- 2 Data Restoration Costs;
- 3 Defence Costs;
- 4 Forensic Costs;
- 5 Notification Costs; and
- 6 Public Relations Costs.

**Retroactive Date** means the date specified in the Schedule.

**Standard Turnover or Standard Gross Revenue** means the Turnover or Gross Revenue which would have been obtained during the Indemnity Period, if the Cyber Business Interruption Event had not occurred and allowing for trends of the Business or circumstances which would have affected the Business irrespective of the Cyber Business Interruption Event occurring.

**Statement of Fact** means the document setting out information provided by You or Your representative as being relevant to the cover that has been applied for. It also includes assumptions We have made about factual circumstances relevant to the cover and which are confirmed by You as true and correct.

**Sub-Limit** means the maximum aggregate amount this Policy will pay. All Sub-Limits form part of the Cyber Risk Limit of Indemnity and shall never exceed the Cyber Risk Limit of Indemnity stated in the Schedule.

**Turnover** means the money paid or payable to You for work done, goods sold and delivered and services rendered in the course of the Business. Estimated Gross Profit or Estimated Gross Revenue declared should reflect the financial year most nearly concurrent with the ensuing Period of Insurance.

**Unauthorised Access** means access to and use of the Insured's Computer System or network infrastructure by

- 1 any person or persons not authorised to do so including Employees; or
- 2 by something other than a person; or
- 3 by an authorised person or persons in an unauthorised manner.

**Uninsured Variable Costs** means those costs that vary directly with the output or the sales revenue of a company and shall mean:

- 1 Purchases and related discounts; and
- 2 bad debts,

unless otherwise stated in the Schedule.

**Waiting Period** means the number of hours stated in the Schedule that must elapse before the recovery of Business Interruption Loss. The Waiting Period will only commence after the Insured has Discovered the Cyber Business Interruption Event and has notified the Incident Manager of the Cyber Business Interruption Event.

**You/Your** means the means the entity named in the Schedule who shall act on behalf of all Insureds.

# Liability Insurance

## General Conditions/Claims Conditions

### 1 Observance

It is a requirement of the Company that the following conditions apply to all sections of the Policy except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees

### 2 Reasonable Precautions

It is a condition precedent to liability of the Company that the Policyholder at his own expense shall

- A) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition
- B) as soon as is reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

### 3 Action by the Policyholder

It is a condition precedent to liability of the Company that the Policyholder at his own expense shall without undue delay give to the Company notice with full particulars of any claim or circumstances which may give rise to a claim (regardless of the Policyholder's Contribution)

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Company immediately on receipt

Written notice shall also be given by the Policyholder to the Company immediately the Policyholder shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Policyholder without the written consent of the Company which shall be entitled to take over and conduct in the name of the Policyholder the defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Policyholder shall give all such assistance as the Company may reasonably require

### 4 Adjustment

If any part of the Premium is based on estimates provided by the Policyholder the Policyholder shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record The Policyholder shall within one month after the expiry of each Period of Insurance provide such information as the Company may require.

The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the Policyholder

### 5 Contribution

Other than in respect of Extension 3 to Section 2 if at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the Company will not pay any costs and expenses where cover is provided by any other insurance or where but for the existence of this Policy would have been provided by such insurance

### 6 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws

Unless the parties agree otherwise in writing the Company has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based

### 7 Non Payment – Consumer Credit Termination

The Company reserve the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement

### 8 Legal Representation

Where the Company provides its consent to indemnify the Policyholder in respect of any legal costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy the Company will choose an appropriate representative (be it a solicitor or otherwise) to act on the Policyholder's behalf

The Company will provide the Policyholder with details of the nominated appropriate representative prior to the representative's instruction

In the event that the Policyholder wishes to appoint its own representative, the Policyholder shall provide prior notification of its intention to do so and seek the Company's written consent

The Policyholder agrees that in respect of its proposed representative

The hourly rate (or such other fee basis as the case may be) to apply and

The terms and conditions of such appointment shall be subject to the Company's prior approval.

In the event of a dispute regarding the amount of legal costs incurred by the Policyholder's representative the Policyholder agrees that the Company will have the option to audit any files for

## 9 Cancellation

This Policy may be cancelled

A) by the Company giving 30 days notice in writing to the Policyholder at his last known address Thereupon the Policyholder shall become entitled to a proportionate return of premium

B) by the Policyholder giving 30 days notice in writing to the Company at the address shown in the Schedule provided a Long Term Agreement is not applicable to the Policy The Policyholder shall be entitled only to a return premium in accordance with the Company's usual short period scale.

The Policyholder shall not be entitled to any return premium if a claim has been made in the then current Period of Insurance

## Definitions

### 1 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

A) the Policyholder

B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder

C) at the request of the Policyholder

1) any principal

2) any director or partner of the Policyholder

3) any Person Employed

against legal liability in respect of which the Policyholder would have been entitled to indemnity under this Policy if the claim had been made against the Policyholder

4) the officers committees and members of the Policyholder's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided

5) any director or partner of the Policyholder or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Policyholder each of whom shall as though the Policyholder be subject to the terms of this Policy so far as they can apply

### 2 Employee

Employee shall mean any individual under a contract of service or apprenticeship with the Policyholder

### 3 Person Employed

Person Employed shall mean any of the following while under the direct control and supervision of the Policyholder and while working for the Policyholder in connection with the Business

A) Employee

B) labour master and persons supplied by them

C) individuals employed by labour only sub-contractors

D) self-employed person (not being in partnership with the Policyholder)

E) individual hired to or borrowed by the Policyholder

F) individual undertaking study or work experience while under the supervision of the Policyholder,

G) person working under the Community Offender Act 1978 or similar legislation,

H) prospective Employees being assessed by the Policyholder as to their suitability for employment,

I) voluntary worker

J) trustee

### 4 Injury

Injury shall mean

**Sections 1 and 3 (Part A)**

bodily injury death disease or illness

**Sections 2 and 3 (Part B)**

bodily injury mental injury death disease illness

### 5 Property

Property shall mean material property but shall not include Data

## **6 Data**

Data shall mean any data of any sort, 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 other information whatsoever

## **7 Business**

That which is specified in the Schedule and conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and shall include:

- A) the ownership, repair and maintenance of the Policyholder's own property
  - B) the provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any Person Employed
  - C) fire and security services maintained solely for the protection of premises owned or occupied by the Policyholder
  - D) private work undertaken by any Person Employed for any director or partner of the Policyholder or Employee with the prior consent of the Policyholder
  - E) the provision of car parks
  - F) the provision of sponsorship of events and sponsorship of individuals
  - G) repair or servicing of vehicles other than on a commercial basis
  - H) attendance at or participation in trade fairs shows and exhibitions by any Employee or Director in connection with their employment
  - I) former activities of the Policyholder as declared and agreed by the Company
- but in respect of Section 1 shall not include any work undertaken Offshore.

## **8 Offshore**

Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

## **9 Event**

Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

## **10 Policyholder's Contribution**

Policyholder's Contribution shall mean the amount or amounts specified in the Schedule which the Policyholder agrees to pay in respect of

- A) The claimant's damages
- B) The claimant's costs and expenses

## **11 Intellectual Property Rights**

Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

## **12 Virus**

Virus shall mean any program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer System Data or operations whether involving self-replication or not

The definition of Virus 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

## **13 Terrorism**

Terrorism shall mean 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

## **14 Employment-Related Practices**

Employment-Related Practices shall mean any error misstatement misleading statement act omission neglect or breach of duty actually or allegedly committed or attempted by the Policyholder in connection with any actual or alleged

- A) unlawful or unfair dismissal discharge or termination of employment
- B) breach of any written or oral employment contract or quasi-employment contract
- C) employment-related misrepresentation
- D) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin sex sexual orientation religion maternity pregnancy age and disability)
- E) violation or non-compliance with legislation regulating working hours
- F) failure to employ or promote

- G) demotion
- H) discipline
- I) deprivation of a career opportunity
- J) failure to grant tenure
- K) failure to adopt adequate workplace or employment policies and procedures
- L) retaliatory treatment of whistleblowers and others
- M) negligent evaluation
- N) employment-related invasion of privacy
- O) employment-related breach of data protection legislation
- P) employment-related libel slander humiliation and defamation
- Q) failure to furnish job references or accurate job references
- R) employment-related infliction of mental anguish or emotional distress.

#### **15 Aircraft Products**

Any structural parts, propulsion equipment, landing gear, substructure, electronic equipment, hydraulic equipment, technical instruments, tyres, fuel equipment or any other product which is knowingly manufactured, sold or distributed by the Policyholder for use in any aircraft, aerospace device or aerial device.

#### **16 Asbestos**

Asbestos shall include crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

#### **17 Asbestos Containing Materials**

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

#### **18 Asbestos Dust**

Asbestos Dust shall mean fibres or particles of Asbestos

#### **19 Clean Up Costs**

Clean up costs shall mean the costs reasonably incurred by

- A) a government agency or regulatory body
- B) the Policyholder with the written consent of the Company where a government agency or regulatory body would have required remediation

in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which the Policyholder is legally responsible

#### **20 Sudden Pollution or Contamination Incident**

Sudden Pollution or Contamination Incident shall mean pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in Great Britain Northern Ireland and the Channel Islands or the Isle of Man during any Period of Insurance

#### **21 United States of America**

The United States of America or any other territory within its jurisdiction

#### **22 Airside**

That part of any airport airfield or military installation provided for

- A) the take-off or landing of aircraft or the movement of aircraft on the ground
- B) aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars

#### **23 Vehicle**

Any mechanically propelled vehicle (including any machinery or apparatus which is attached thereto).

#### **24 Advertising injury**

Oral or written publication of material in any manner that slanders libels or defames a person's or organisation's products or services committed in the course of advertising the Policyholder's products or services



## THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

### Section 1 Employers' Liability

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during the Period of Insurance
  - A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - or
  - B) while temporarily outside these territoriesarising out of and in the course of employment by the Policyholder in the Business
- 2 in respect of
  - A) claimants costs and expenses which the Policyholder is legally liable to pay in connection with any claim
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - C)
    - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder director or partner or Employee of the Policyholder for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success where the Company has an interest in the outcome of the proceedings,
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the Policyincurred with the Company's prior written approval

#### General Provisions

Provided that in respect of any one Event

- 1 the total amount payable under this section of the Policy (including all Extensions additional Clauses and Memoranda) shall not exceed the Limit of Indemnity
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof
- 3 the total amount payable by the Company in respect of all damages costs and expenses arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under the Policy on or attributable to that one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder

#### Exclusions to Section 1

The indemnity will not apply to legal liability

- 1 **Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

  - A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof where such legal liability is
    - 1) that of any principal
    - 2) accepted under agreement and would not have attached in the absence of such agreement
  - C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.



## **2 Road Traffic Legislation**

in respect of Injury for which the Policyholder is required to arrange motor insurance or security in accordance with any road traffic legislation

## **3 Fines or Penalties**

- A) fines or penalties:
- B) the costs of appeal against any improvement or prohibition notices,
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012,
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction.

## **Extensions to Section 1**

(each of which is subject otherwise to the terms of this Policy)

### **1 Unsatisfied Court Judgments**

In the event of a judgment for damages being obtained

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Policyholder in the Business
  - B) against any company or individual other than the Policyholder operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in the territories specified in B) above and
  - C) remaining unsatisfied in whole or in part six months after the date of such judgment at the request of the Policyholder the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied
- Provided that
- A) there is no appeal outstanding
  - B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company

### **2 Compensation for Court Attendance**

In the event of any of the following persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- A) any director or partner of the Policyholder £750
- B) any Employee £500

### **3 Automatic Acquisitions**

The indemnity provided by this Policy shall apply in respect of any new or acquired company within Great Britain Northern Ireland the Isle of Man and the Channel Islands from the date of creation or acquisition

Provided that

- A) the activity of such company falls within the Business definition
- B) the new acquisition does not have an annual turnover in excess of 10% of the Policyholders annual turnover as declared to the Company at the beginning of the Period of Insurance or £10,000,000 whichever is the lesser
- C) the Policyholder shall submit full claims and underwriting information to the Company within 60 days after such new or acquired company
- D) the Company shall have the right to make any additional charges or changes in terms in respect of such new or acquired company

## **Conditions to Section 1**

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man or the Channel Islands but the Policyholder shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

## THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

### Section 2 Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
  - A) accidental Injury of any person
  - B) accidental loss of or damage to Property
  - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Policyholder or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Policyholder having regard to the nature and circumstances of such act or omission
  - D) wrongful arrest or false imprisonmenthappening during the Period of Insurance in connection with the Business.
- 2 in respect of
  - A) claimants costs and expenses which the Policyholder is legally liable to pay in connection with any claim under 1 above
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - C)
    - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder director, partner or Employee of the Policyholder for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007, or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success, where the Company has an interest in the outcome of the proceedings
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section of the Policy incurred with the Company's prior written approval.

### General Provisions

Provided that in respect of

- A) any one Event
  - B) all Events happening during the Period of Insurance in respect of products supplied
  - C) all Sudden Pollution or Contamination Incidents considered by the Company to have occurred during the Period of Insurance the following shall apply.
    - 1 the total amount payable by the Company in respect of 1 above and all Extensions Clauses and Memoranda shall not exceed the Limit of Indemnity
    - 2 the Policyholder's Contribution will be payable before the Company shall be liable to make any payment
    - 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which, at the absolute discretion of the Company, the claims arising out of such Event can be settled. The Company will then relinquish control and be under no further liability in respect of such claims except for costs and expenses for which the Company may be responsible prior to the date of such payment.
    - 4 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
    - 5 the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule
- For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein
- 6 in respect of claims happening or where a claim is brought in the United States of America all costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

## Exclusions to Section 2

The indemnity will not apply to legal liability

### 1 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Policyholder or any Person Entitled to Indemnity of any

A) Vehicle other than legal liability arising out of

- 1) the use of plant as a tool of trade on site
- 2) the use of plant at the premises of the Policyholder
- 3) the loading or unloading of any Vehicle except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

B) aircraft or other aerial device

C) aerospace device

D) hovercraft

E) water-borne vessel or craft other than

- i) hand propelled or sailing craft in inland or territorial waters
- ii) craft used for business entertainment within inland or territorial waters

### 2 Employers' Liability

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Policyholder in the Business

### 3 Property in the Policyholder's Custody or Control

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder other than

A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents

B) premises and their contents not owned by or leased or rented to the Policyholder at which the Policyholder is undertaking work in connection with the Business

C) premises and their fixtures and fittings leased or rented to the Policyholder unless such legal liability

- 1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
- 2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

### 4 Pollution or Contamination

caused by or arising out of pollution or contamination unless caused by a Sudden Pollution or Contamination Incident

### 5 Product Defects and Recall

A) in respect of loss of or damage to any

- 1) product supplied
  - 2) contract work executed
- } by the Policyholder

caused by any defect therein or the unsuitability thereof for its intended purpose

B) for the costs of recall removal repair alteration replacement or reinstatement of any

- 1) product supplied
  - 2) contract work executed
- } by the Policyholder

necessitated by any defect therein or the unsuitability thereof for its intended purpose

### 6 Professional Liability

arising from or in connection with

A) advice

B) design

C) specification

provided for a fee by the Policyholder and not connected with the supply or intended supply of the Policyholder's products

## **7 Fines or Penalties**

For

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

## **8 Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

## **9 War and Allied Risks**

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

## **10 Fear of Asbestos**

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials

## **11 Asbestos Removal Costs**

for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials

## **12 Asbestos in the United States of America**

arising directly or indirectly caused or contributed to or occurring by the presence of Asbestos, Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust happening in North America or where a claim is brought in a court of law in the United States of America

## **13 Aircraft Products**

arising from Aircraft Products

## **14 Cyber**

for mental injury arising from:

- i) loss destruction or corruption of Data
- ii) appropriation transmission use access to storage or modification of Data
- iii) the reduction in or loss of ability to use access process transmit modify or store Data
- iv) misinterpretation or misuse of Data

## **15 Breach of Professional Duty**

arising out of the provision of or failure to provide any instruction advice information or professional service whether or not a fee is involved other than in respect of

- i) the supply or intended supply of the Policyholder's products
- ii) the delivery by the Policyholder of any coaching, tuition, instruction, care or supervision of any person for whom the Policyholder are responsible

## **16 Airside**

arising out of work undertaken Airside

## **Extensions to Section 2**

(each of which is subject otherwise to the terms of this Policy)

### **1 Advertising Injury**

The Company will indemnify the Policyholder in respect of legal liability for Advertising Injury committed during the Period of Insurance.

This Extension shall not apply in respect of:

- A) liability arising from or caused by a deliberate or intentional act or omission of any Person Entitled to Indemnity by this Extension if the result thereof could reasonably have been expected by any person having regard to the nature and circumstances of such act or omission,

- B) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Extension,
- C) Advertising Injury where indemnity is provided by any other insurance,
- D) Advertising Injury committed by any Policyholder whose Business is any of the following:
  - i) advertising broadcasting publishing or telecasting,
  - ii) or determining the content of websites for others.
  - iii) providing an internet search access content or service provider,
- E) Advertising Injury arising out of electronic bulletin boards or chatrooms that the Policyholder hosts owns or exercises control over.

## 2 Cross Liabilities

If the Policyholder comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

## 3 Compensation for Court Attendance

In the event of any of the following persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- A) any director or partner of the Policyholder £750
- B) any Employee £500

## 4 Contingent Motor Liability

Notwithstanding Exclusion 1 the Company will provide indemnity to the Policyholder against legal liability for Injury, or loss or damage to Property arising out of the use in the course of the Business by any Employee or voluntary worker or trustee of any Vehicle not the property of nor provided by the Policyholder.

The indemnity will not apply to legal liability:

- A) in respect of loss of or damage to such Vehicle or to property within the Vehicle,
- B) in respect of which the Policyholder is entitled to indemnity under any other insurance,
- C) arising out of the use of any Vehicle whilst Airside.

Exclusion 2 shall not apply to this Extension.

## 5 Overseas Personal Liability

The Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner or voluntary worker or trustee of the Policyholder against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance
- C) to legal liability arising from the Business
- D) to liability which is the subject of indemnity under the Group Personal Accident and Business Travel Insurance Section if applicable.

## 6 Data Protection Act

The Company will provide an indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability to pay damages for damage or distress as described in UK Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing.

The Company will also pay claimant's costs and expenses which the Policyholder is legally liable to pay in connection with any claim incurred with the Company's prior written approval.

Provided that the Policyholder has paid the appropriate fee under the Data Protection (Charges and Information) Regulations 2018 or is exempt from doing so.

This Extension shall not apply in respect of

- A) the payment of fines or penalties,
- B) the costs of notifying any person regarding loss of Data,
- C) the costs of replacing, reinstating, rectifying, erasing, blocking or destroying Data,
- D) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission,

- E) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Extension,
- F) legal liability where indemnity is provided by any other insurance or elsewhere in this Policy.

Provided that the total payable under this Extension shall not exceed £1,000,000 in the aggregate in any one Period of Insurance

## 7 Member to Member Liability

In respect of Section 2 Public/Products Liability of the Liability part of this Policy the Definition of Person Entitled to Indemnity is deemed to include any member of the club/society described in the Schedule regardless of whether any claim made against such member is made by another who is also a member of such club/society.

The Company will provide indemnity to any member of the club/society described in the Schedule while engaged in club/society activities where any claim is made against any member by another member of such club/society

Provided that

- A) such member is not entitled to indemnity under any other policy and
- B) such member shall observe and be subject to the terms of this Policy so far as they can reasonably apply

## 8 Defective Premises Act

This Policy will include an indemnity to the Policyholder in respect of Injury or damage to Property incurred under the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975

## 9 Clean Up Costs

The Company will provide indemnity the Policyholder in respect of:

- 1) Clean up costs arising solely under a statutory provision that operates in any part of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,
- 2) i) costs or expenses in relation to any matter which may form the subject of indemnity under this Extension incurred with the Company's prior written approval,
  - ii) costs and expenses incurred with the Company's prior written approval in any appeal against any statutory notice served or to be served upon the Policyholder by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success.

The indemnity provided by this Policy shall not apply to costs (including Clean up Costs):

- A) incurred in achieving any improvement, betterment or alteration in any Property,
- B) for remedial action carried out or in relation to Property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder
- C) incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat,
- D) arising out of a genetically modified organism,
- E) comprising the first 10% of any one Sudden Pollution or Contamination Incident subject to a minimum contribution by the Policyholder of £2,500 and a maximum contribution of £25,000,
- F) arising solely from the Policyholder's liability under legislation operating in any part of Great Britain or Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009 or under any replacement legislation in respect of any of the foregoing,

Provided that:

- 1 all costs covered under 1) and 2) will form part of and not exceed the Limit of Indemnity shown in the Schedule for all Sudden Pollution or Contamination Incidents considered by the Company to have occurred during the Period of Insurance.
- 2 the total amount payable under this Extension shall not exceed £250,000.

## 10 Automatic Acquisitions

The indemnity provided by this Policy shall apply in respect of any new or acquired company within Great Britain Northern Ireland the Isle of Man and the Channel Islands from the date of creation or acquisition

Provided that

- A) the activity of such company falls within the Business definition
- B) the new acquisition does not have an annual turnover in excess of 10% of the Policyholders annual turnover as declared to the Company at the beginning of the Period of Insurance or £10,000,000 whichever is the lesser
- C) the Policyholder shall submit full claims and underwriting information to the Company within 60 days after such new or acquired company
- D) the Company shall have the right to make any additional charges or changes in terms in respect of such new or acquired company



## 11 Excess Motor Liability

Notwithstanding Exclusion 1, the Company will provide indemnity to the Policyholder against legal liability for damage to Property, for any amount in excess of the amount payable under any motor insurance where liability arises out of the use by any Person Employed or Director of the Policyholder of any of the Policyholder's Vehicles.

Provided that:

- A) the indemnity provided shall only apply in excess of £ 5,000,000 or the amount payable under any motor insurance whichever is the greater,
- B) the indemnity provided shall in addition be subject to the same terms conditions and warranties as the underlying motor insurance,
- C) the Limits of Indemnity contained in the Schedule shall be reduced by an amount equal to the indemnity recoverable by the Policyholder under the underlying motor insurance.

The indemnity will not apply to legal liability:

- A) in respect of loss of or damage to such Vehicle or to property within the Vehicle,
- B) in respect of which the Policyholder is entitled to indemnity under any other insurance,
- C) arising out of use of any Vehicle whilst Airside,
- D) arising directly or indirectly out of Terrorism.

## 12 Legionellosis

Notwithstanding Exclusion 4, the Company will provide indemnity to the Policyholder in respect of legal liability for accidental Injury caused by Legionellosis arising out of the Business.

Provided that:

- A) all claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place,
- B) all costs covered under this Extension will form part of and not exceed, the Limit of Indemnity shown in the Schedule for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings, or other structures, or of water, or land, or the atmosphere.

## 13 Legionellosis run off

The Company will provide indemnity in respect of Injury caused by Legionellosis arising out of the Business happening prior to the inception date of this Policy.

Provided that the Company shall not be liable for claims:

- A) where indemnity is provided by any other insurance,
- B) known to the Policyholder or any other Person Entitled to Indemnity prior to inception of this insurance,
- C) notified under any other policy which was in force prior to the inception of this insurance which might be reasonably expected to give rise to a claim.

## 14 Unauthorised Movement of Vehicles

The Company will indemnify the Policyholder in respect of legal liability for Injury, or loss of or damage to Property arising from or in connection with any Vehicle, not the property of nor provided by the Policyholder, that is causing an obstruction and interfering with the Business and is moved by any Person Employed or Director of the Policyholder.

The indemnity will not apply:

- A) where indemnity is provided by any motor insurance contract or where insurance or security is required by law,
- B) in respect of Injury or loss of or damage to Property caused by any Vehicle being moved whilst Airside.



## **THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

### **Section 3 Legal Defence Costs**

Where Injury of any person or loss of or damage to Property has not occurred or where the Company ceases to have an interest in the outcome of the proceedings under any other Liability Insurance Section insured under this Policy, the Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder up to the Limit of Indemnity in respect of:

- A) legal costs and other expenses incurred with the Company's prior written approval
- B) costs awarded against the Policyholder or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts **A** and **B** below

#### **Part A**

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Policyholder
- 2 the Corporate Manslaughter and Corporate Homicide Act 2007.

#### **Part B**

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Policyholder
- 2 Part II of the Consumer Protection Act 1987
- 3 Part II of the Food Safety Act 1990
- 4 the Corporate Manslaughter and Corporate Homicide Act 2007

#### **General Provisions**

Provided that in respect of Part **A** and **B**

- 1 the indemnity will not apply
  - A) to fines or penalties of any kind
  - B) to the costs of appeal against any improvement or prohibition notices
  - C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012
  - D) where indemnity is provided by any other insurance
  - E) to proceedings consequent upon any deliberate act or omission by
    - 1) the Policyholder
    - 2) any partner, director or trustee of the Policyholder
    - 3) any Employee or voluntary worker with any specific responsibility for compliance with the legislation specified in this Sectionwhich could reasonably have been expected to constitute a breach of the legislation specified in this Section
  - F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment  
The Company will then relinquish control of such claims and be under no further liability in respect thereof
- 3 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity
- 4 where the costs relate to the costs of appeal the Policyholder will only be indemnified if in the opinion of counsel (appointed by mutual consent) there is a probability of success

#### **Special Provision**

The Company shall pass notification to an independent third party service provider with whom the Company has an agreement which shall thereafter administer claims settlement on the Company's behalf

**THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

## **Section 4 Crisis Management**

### **Definitions**

#### **Injury**

Bodily injury death disease illness wrongful arrest or false imprisonment

#### **Crisis Management**

Crisis shall mean any crisis as a result of any matter which may form the subject of a claim for indemnity under this policy

#### **Crisis Management Costs**

Crisis Management Costs shall mean fees and expenses payable to the media consultants appointed by or on behalf of DWF LLP to minimise any adverse media reporting following a Crisis

#### **Crisis Consultant Costs**

Crisis Consultant Costs shall mean fees payable to DWF LLP or their appointed advisors acting on behalf of DWF LLP

Provided that legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy shall include Crisis Consultants Costs incurred with the Company's prior written approval other than Crisis Management Costs

#### **Legal Costs shall mean**

##### **Sections 1 and 2**

- A) claimant's costs and expenses which the Policyholder is legally liable to pay in connection with any claim
- B) (i) the costs of legal representation
  - (A) at any Coroner's Court or Fatal Accident Inquest (or other local equivalent)
  - (B) at any court arising out of any alleged breach of statutory duty resulting in any claim which may be the subject of indemnity
- (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy including Crisis Consultant Costs other than Crisis Management Costs incurred with the written consent of the Company

##### **Section 3**

- A) legal costs and expenses incurred with the Company's written consent
- B) costs awarded against the Policyholder or any director partner or Person Employed

**In the event of a Crisis occurring during the Period of Insurance please contact our crisis consultants DWF LLP using the 24/7 legal helpline on 03301024201**

#### **Crisis Management Costs**

The Company will provide indemnity to the Policyholder and if the Policyholder so requests any directors partners trustees Employees and voluntary worker of the Policyholder up to the Limit of Indemnity in respect of Crisis Management Costs in connection with any Crisis

Provided that in respect of all Crises occurring during any Period of Insurance

1. the total amount payable under this Extension shall not exceed £10,000
2. the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims can be settled the Company will then relinquish control of such claims and be under no further liability in respect thereof
3. the Crisis is reported to the crisis consultants immediately when the Crisis is known
4. any Crisis arising out of or based upon or attributable to one source or original cause shall be deemed a single Crisis

The indemnity will not apply

- A) to any changes in economic conditions or competitor environment including seasonal variations or change in customer demand taste purchasing patterns or purchasing channels
- B) to fraudulent acts committed by any of the Policyholder's senior executives
- C) to damages payable in respect of any claim for Injury or damage to Property and all related legal costs and legal expenses
- D) to any costs and expenses of proceedings before any court tribunal ombudsman or governmental body
- E) to intentional violation committed by the Policyholder's senior executives of any law regulation sanctions or industry guidance
- F) to Crisis Management Costs incurred arising out of or in connection with a Crisis relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials
- G) where indemnity is provided by any other insurance
- H) to Crisis Management Costs arising from any Crisis happening outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

## Crime Insurance

THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE INSURED AND NOTIFIED TO THE COMPANY DURING THE PERIOD OF INSURANCE

### Section 1 – Insuring Clause

#### 1.1 Insuring Clause

The Company shall indemnify the Insured against any Loss sustained by the Insured as a direct result of a Crime first Discovered in the Policy Period or Discovery Period.

### Section 2 – Coverage Extensions

In addition to the cover provided under the terms of Insuring Clause 1.1 above, the Company shall provide the following Coverage Extensions:

#### 2.1 Client Cover

The Company shall indemnify the Insured against any Loss sustained by the Client as a direct result of Client Crime first Discovered in the Policy Period or Discovery Period.

#### 2.2 Commercial Disruption

The Company shall indemnify the Insured against any Commercial Disruption Costs incurred by the Insured as a direct result of Commercial Disruption following a Crime first Discovered in the Policy Period or Discovery Period provided that:

- i) the Company shall not be liable to indemnify the Insured against any Commercial Disruption Costs in the first 48 hours following the Discovery of a Crime; and
- ii) the maximum period in respect of which the Company shall indemnify the Insured against Commercial Disruption Costs shall be the 90 day period immediately following the initial 48 hour period referred to in (i) above.

The maximum amount payable under this extension shall be sublimited to £250,000 which shall be part of the Limit of Liability.

#### 2.3 Contractual Penalties

The Company shall indemnify the Insured against any Contractual Penalties incurred by the Insured as a direct result of a Crime first Discovered in the Policy Period or Discovery Period. The maximum amount payable under this extension shall be sublimited to £250,000 and shall be part of the Limit of Liability.

#### 2.4 Court Compensation Costs

The Company shall indemnify the Insured against any Court Compensation Costs incurred by the Insured as a direct result of a Crime first Discovered in the Policy Period or Discovery Period. The maximum amount payable under this extension shall be sublimited to £25,000 and shall be part of the Limit of Liability.

#### 2.5 Damage to Money and Securities

The Company shall indemnify the Insured against any Criminal Damage Costs incurred by the Insured as a direct result of Criminal Damage first Discovered in the Policy Period or Discovery Period, provided that in respect of this extension:

- i) only Money and Securities from within the Insured's business premises; or
- ii) Money and Securities while in the custody of an Employee (or any other person authorised by the Insured to have such custody where they provide an indemnity or have insurance for such loss),

shall be deemed covered Loss.

#### 2.6 Expenses

The Company shall indemnify the Insured against any Expenses incurred by the Insured as a direct result of a Crime first Discovered in the Policy Period or Discovery Period. The maximum amount payable under this extension shall be limited to the Expenses sub-limit specified in the Schedule which shall be in addition to the Limit of Liability.

#### 2.7 Identity Fraud

The Company shall indemnify the Insured against any Identity Fraud Expenses incurred by the Insured as a direct result of Identity Fraud first Discovered in the Policy Period or Discovery Period. The maximum amount payable under this extension shall be sublimited to 10% of the Limit of Liability or £250,000 whichever is the less and shall be part of the Limit of Liability.

#### 2.8 Malicious Data Damage

The Company shall indemnify the Insured against any Data Damage Expenses incurred by the Insured as a direct result of Data Damage first Discovered in the Policy Period or Discovery Period. The maximum amount payable under this extension shall be sub-limited to 10% of the Limit of Liability or £250,000 whichever is the less and shall be part of the Limit of Liability.

## 2.9 Mitigation Costs

The Company shall indemnify the Insured against any Mitigation Costs incurred by the Insured as a direct result of a Crime first Discovered in the Policy Period or Discovery Period. The maximum amount payable under this extension shall be sublimited to £250,000 and shall be part of the Limit of Liability.

## 2.10 Public Relations Consultancy Fees

The Company shall indemnify the Insured against any Public Relations Consultancy Fees incurred by the Insured as a direct result of a Crime first Discovered in the Policy Period or Discovery Period. The maximum amount payable under this extension shall be sub-limited to £25,000 and shall be part of the Limit of Liability.

## 2.11 Public Utilities Fraud

The Company shall indemnify the Insured against any Public Utilities Fraud Charges incurred by the Insured as a direct result of Public Utilities Fraud first Discovered in the Policy Period or Discovery Period provided that:

- i) the Insured shall not admit liability or pay Public Utilities Fraud Charges without the Insurer's prior written consent; and
- ii) the Company shall not be liable for Loss occurring more than 60 days prior to the date of Discovery.

The maximum amount payable under this extension shall be sublimited to 10% of the Limit of Liability or £250,000 whichever is the less and shall be part of the Limit of Liability.

## 2.12 Telecommunication Fraud

The Company shall indemnify the Insured against any Telecommunication Fraud Charges incurred by the Insured as a direct result of Telecommunication Fraud first Discovered in the Policy Period or Discovery Period provided that:

- i) the Insured shall not admit liability or pay Telecommunication Fraud Charges without the Insurer's prior written consent; and
- ii) the Company shall not be liable for Loss occurring more than 60 days prior to the date of Discovery.

The maximum amount payable under this extension shall be sublimited to 10% of the Limit of Liability or £250,000 whichever is the less and shall be part of the Limit of Liability.

## Section 3 – Exclusions

The Company shall not be liable to indemnify the Insured against any Loss:

### 3.1 Benefiting Another Insured

sustained by any Insured to the advantage of any other Insured;

### 3.2 Confidential Information

arising directly or indirectly from the loss of, or use of confidential information of any kind including but not limited to intellectual property rights, patents, trademarks, trade secrets or confidential manufacturing, processing or servicing methods, except to the extent that such confidential information is used in the commission of a Crime otherwise covered under this Policy;

### 3.3 Indirect or Consequential Loss

that is deemed to be consequential or indirect loss of any kind including but not limited to profits, dividends, interest, gains or other income. Expenses are not deemed to be consequential or indirect loss;

### 3.4 Kidnap, Ransom and Extortion

arising directly or indirectly from kidnap, ransom or extortion. However where Loss is sustained by the Insured resulting from extortion by any person:

- i) wrongfully detaining an Employee or their relative; and
- ii) making a demand of that Employee that they surrender (in exchange for the release of the Employee or their relative) Money, Securities or Property contained within the Insured's business premises or Funds accessed from the business premises, to the deprivation of the Insured,

then such Loss shall not be excluded provided there is no Employee fraud or dishonesty in relation to that act of extortion;

### 3.5 Major Shareholders

arising directly or indirectly from Crime committed by a shareholder, or their representative, holding more than 15% of the issued share capital of the Insured. However:

- i) if such Loss would be covered in the absence of this exclusion; then
- ii) the Company shall pay that part of Loss which is in excess of the value of their shareholding on the day immediately preceding the date of Discovery of the Crime;

### 3.6 Nuclear

arising directly or indirectly from nuclear reaction, radiation or radioactive contamination;

### 3.7 Past Knowledge of Fraud

arising directly or indirectly from an act of an Employee after a director, officer, company secretary, manager, trustee, equity partner or Member of the Insured acquires knowledge of Crime, fraud or dishonesty committed by the Employee:

- i) whilst employed by the Insured; or
- ii) prior to employment with the Insured where the assets involved in such Crime, fraud or dishonesty were more than £15,000;

### 3.8 Profit and Loss and Inventory Calculations

dependant solely upon profit and loss calculations, inventory calculations, comparisons or checks with physical stock. However, where the Insured establishes, wholly apart from such calculations comparisons or checks, that Loss has occurred resulting directly from a Crime, such calculations, comparisons or checks can be used to support the amount of Loss claimed;

### 3.9 Trading

arising directly or indirectly from loss due to the authorised or unauthorised trading of Securities, Money, Property, Funds or anything else of value, or their derivatives. However where such loss contains Loss arising from a Crime committed by an Employee which causes the Insured to sustain direct financial loss, the Company shall pay that part of Loss which constitutes the improper personal gain of the Employee or any other person benefiting from that Employee's actions. Improper personal gain shall not include salaries, commissions, emoluments or any other benefits from employment; or

### 3.10 War and Terrorism

arising directly or indirectly from War or Terrorism.

## Section 4 – Definitions

### 4.1 Definitions

**A Associated Company** means a company which is not a Subsidiary and;

- 1 in which the Policyholder or a Subsidiary directly holds any issued share;
- 2 whose security and internal control policies and procedures are controlled and set by the Policyholder or a Subsidiary; and
- 3 whose day to day management the Policyholder or a Subsidiary has the right to control.

**B Benefit Plan** means any pension or benefit plan established by an Insured for the benefit of its Employees.

**C Client** means a customer to whom the Insured provides goods or services under a written contract.

**D Client Crime** means the criminal, fraudulent or dishonest taking or appropriation of Money, Securities, Property or Funds to the deprivation of a Client;

- 1 by an Employee where there is no collusion with the Client's employees; or
- 2 by a Third Party where there is no collusion with an Employee or Client employee and where the Money, Securities, Property or Funds are in the care custody and control of the Insured.

**E Commercial Disruption** means the Insured's total inability to continue to provide goods or services. The ability to continue to provide goods or services at a level less than normal or optimal shall not be deemed to be Commercial Disruption for the purposes of this Policy.

**F Commercial Disruption Costs** means the necessary and reasonable costs incurred by the Insured, with the Company's priorwritten consent, to temporarily rent premises for the purposes of carrying on business or to hire temporary additional staff.

**G Contractual Penalties** means a monetary penalty assumed by and enforced against the Insured (excluding damages for mental distress or punitive or exemplary damages for breach of contract) under a written contract.

**H Court Compensation Costs** means £250 per day for each Employee who is required to:

- 1 attend court as a witness;
- 2 attend an interview by a solicitor for the purposes of composing a witness statement;
- 3 attend a conference or consultation with a barrister; or
- 4 attend a court as an observer,

provided that the Company's prior written consent is given and the maximum daily amount payable by the Company for all such attendance collectively shall be £500. Payment shall be made to the Policyholder.

**I Crime** means, in respect of:

- 1 Insuring Clause 1.1; the criminal, fraudulent or dishonest taking or appropriation of Money, Securities, Property or Funds to the deprivation of the Insured by any person;
- 2 Client Cover 2.1; Client Crime;
- 3 Damage to Money and Securities 2.5; Criminal Damage;

- 4 Identity Fraud 2.7; Identity Fraud;
- 5 Malicious Data Damage 2.8; Data Damage;
- 6 Public Utilities Fraud 2.11; Public Utilities Fraud; or
- 7 Telecommunications Fraud 2.12; Telecommunications Fraud.
- J Criminal Damage** means destruction of or damage to, Money or Securities caused by a criminal act of any person.
- K Criminal Damage Costs** means the cost of replacing Money or Securities.
- L Data** means information contained in any record of the Insured's whether electronic or physical, including but not limited to books, manuscripts, tapes, disks, memory devices, servers or computer systems.
- M Data Damage** means the criminal and malicious alteration, deletion or corruption of Data where the Insured has been specifically and solely targeted.
- N Data Damage Expenses** means the necessary and reasonable costs incurred by the Insured, with the Company's prior written consent, to rectify Data Damage but does not include expenses to replace hardware, improve or optimise software, or arising from the incorrect use or obsolescence of hardware or software.
- O Discovered/Discovery** means when a director, officer, company secretary, manager, trustee, equity partner or Member of the Insured:
- 1 first learns of a Crime or any acts that may reasonably be expected to cause Loss; or
  - 2 first suspects (even without the knowledge of such acts) that a Crime may have been committed that is likely to lead to Loss,
- regardless of when the acts took place or the quantum of Loss.
- Discovery also means when the Insured receives notice of an actual or potential claim against it alleging facts that if true would lead to Loss.
- Discovery by one person shall be regarded as Discovery by all persons.
- P Discovery Period** means an automatic period of 90 days or the period of time noted in the Schedule after the Policy Period has expired
- Q Employee** means a natural person who is:
- 1 under a contract of service with the Insured whether permanent, temporary, full time, part time or seasonal and is governed by and reporting directly to, an Insured in the performance of such service and is compensated by wages, salary or commission;
  - 2 performing duties personally under the control and direction of the Insured who is a student, secondee, volunteer or on a work experience or training placement;
  - 3 a member of the board of directors, board of trustees or equivalent management board, but not equity partners or Members of the Insured;
  - 4 employed by an entity to whom the Insured Outsources; or
  - 5 an ex-Employee for the first 60 days following termination of employment unless such termination was the result of a Crime, fraud or dishonesty.
- provided that an Employee shall not mean any person who works for or acts on behalf of any external; auditor, accountant, broker, investment manager, investment advisor, solicitor or any financial agent or representative.
- R Excess** means the amount or amounts specified in the Schedule which the Insured agrees to pay in respect of any Loss.
- S Expenses** means the necessary and reasonable costs incurred by the Insured with the Company's prior written consent:
- 1 to substantiate the amount of Loss;
  - 2 to repair or replace (to an equivalent standard) a safe or vault belonging to an Insured;
  - 3 to reconstitute Data;
  - 4 for Legal Costs; and
  - 5 for Interest Payments,
- provided that Expenses shall not include salaries, commissions, emoluments or any other benefits from employment or costs and expenses normally incurred by the Insured in the absence of a Crime or costs and expenses incurred by a Client.
- T Funds** means credit balances in the Insured's name held at a financial institution.
- U Identity Fraud** means the theft or fraudulent alteration of publicly available information pertaining to the identity of the Insured by an Employee, Third Party or Client which the Insured is legally required to provide (including but not limited to memoranda and articles of association, annual financial filings and compliance records) or has legitimately authored, provided that such information has been relied upon by investors, customers or vendors in establishing the financial standing and credit worthiness of the Insured.



- V Identity Fraud Expenses** means the necessary and reasonable legal fees incurred by the Insured, with the Company's prior written consent:
- 1 to correct or reinstate information following an Identity Fraud; or
  - 2 to dismiss legal actions against them on the grounds that they are not the perpetrator of the alleged wrongdoing or to employ a private investigation agency to investigate the identity of the perpetrator of the Identity Fraud.
- W Insured** means the Policyholder, Subsidiary, Associated Company or Benefit Plan.
- X Interest Payments** means interest that would have been received by the Insured on Money or Funds but for a Loss sustained by the Insured under this Policy resulting from a Crime involving such Money or Funds. The Company liability shall be limited to simple interest on the principal amount calculated at LIBOR (London Interbank Offered Rate) as published in The Financial Times on the date of Discovery of the Crime or as otherwise agreed between the Insured and the lending party whichever is the less.
- Y Legal Costs** means the necessary and reasonable legal fees incurred by the Insured, with the Company's prior written consent, in defending a claim brought against it to establish liability for a Loss resulting from a Crime.
- Z Limit of Liability** means the limit specified in the Schedule.
- AA Limited Liability Partnership** means a limited liability partnership formed under the Limited Liability Partnership Act 2000.
- BB Loss** means, in respect of:
- 1 Insuring Clause 1.1; direct financial loss sustained by the Insured;
  - 2 Client Cover 2.1; direct financial loss sustained by the Client;
  - 3 Commercial Disruption 2.2; Commercial Disruption Costs;
  - 4 Contractual Penalties 2.3; Contractual Penalties;
  - 5 Court Compensation Costs 2.4; Court Compensation Costs;
  - 6 Damage to Money and Securities 2.5; Criminal Damage Costs;
  - 7 Expenses 2.6; Expenses;
  - 8 Identity Fraud 2.7; Identity Fraud Expenses;
  - 9 Malicious Data Damage 2.8; Data Damage Expenses;
  - 10 Mitigation Costs 2.9; Mitigation Costs;
  - 11 Public Relations Consultancy Fees 2.10; Public Relations Consultancy Fees;
  - 12 Public Utilities Fraud 2.11; Public Utilities Fraud Charges; or
  - 13 Telecommunications Fraud 2.12; Telecommunications Fraud Charges,
- provided that Loss shall not include taxes, fines, penalties (other than Contractual Penalties), punitive or exemplary damages or damages for mental distress or liability assumed under contract except to the extent that Loss would have been incurred as a matter of applicable law in the absence of such contract.
- CC Member** means a member of a Limited Liability Partnership as defined under the Limited Liability Partnership Act 2000.
- DD Mitigation Costs** means the necessary and reasonable costs incurred by the Insured, with the Company's prior written consent, to mitigate a Loss resulting from a Crime but only if such mitigation reduces or eliminates such Loss.
- EE Money** means currency, coins and bank notes in current use and bullion, traveller's cheques, postal orders, postage stamps, luncheon vouchers, consumer redemption vouchers, gift tokens, trading stamps, phone cards, VAT stamps, petrol cards in current use and unused credits in franking machines.
- FF Outsources** means the retention and authorisation by the Insured of a natural person or organisation to perform a normal administrative function on behalf of the Insured provided that:
- 1 such function is performed under a written contract;
  - 2 the Insured retains the right to audit the performance of such function; and
  - 3 the Insured can demonstrate that they have vetted the natural person or organisation for competency, financial stability and honesty prior to the retention and authorisation by the Insured of such natural person or organisation to perform such function.
- GG Policy Period** means the period of time designated in the Schedule.
- HH Property** means tangible property but shall not include Money, Securities or Funds.
- II Public Relations Consultancy Fees** means the necessary and reasonable costs incurred by the Insured with the Company's prior written consent, to employ the services of a public relations consultant solely to provide advice to minimise adverse publicity (but not the costs of advertising or disseminating information) following a Loss resulting from a Crime.
- JJ Public Utilities Fraud** means the unauthorised and criminal use of gas, electricity or water.



**KK Public Utilities Fraud Charges** means the charges raised by the public utilities provider against the Insured for Public Utilities Fraud.

**LL Securities** means negotiable and non-negotiable instruments or contracts representing Money or Property but does not include Money or Property, letters of credit, bills of lading, shipping documents, warehouse receipts, trust receipts, accounts receivable or any other bill, document or receipt similar in nature or effect or serving a similar purpose.

**MM Subsidiary** means a company or Limited Liability Partnership in which the Policyholder:

- 1 holds directly or indirectly more than 50% of the issued share capital;
- 2 has the right to appoint or remove a majority of the board of directors or Members; or
- 3 holds directly or indirectly a majority of the voting rights.

**NN Telecommunication Fraud** means the unauthorised and criminal use of, or access to, a terrestrial telecommunications system, owned or leased by the Insured on their premises which is password protected and is also protected by other reasonable and documented security measures, provided that non-terrestrial mobile and data telecommunications systems shall not constitute a terrestrial telecommunications system.

**OO Telecommunication Fraud Charges** means the charges raised by the telecommunications provider against the Insured for Telecommunication Fraud.

**PP Territory** means the territory set out in the Schedule.

**QQ Terrorism** means any person's action on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing of, or influencing by force or violence of, Her Majesty's government in the United Kingdom or any other government whether legally established or not.

**RR Third Party** means a natural person other than an Employee or Client.

**SS War** means war, invasion, foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or the use of military or usurped power.

## Section 5 – General Conditions

### 5.1 Acquisition of the Policyholder

If during the Policy Period:

- i) the Policyholder has 100% of its issued share capital acquired by another entity or consolidates or merges with another entity such that more than 50% of its issued share capital is acquired; or
- ii) there is a change in control resulting in any person, entity or group of persons or entities obtaining the right to appoint or remove a majority of the Policyholder's board members,

then cover shall continue until the end of the Policy Period but only for Crimes committed prior to such acquisition, consolidation, merger or change in control provided that this Policy is not replaced by similar insurance or the Insured does not have the benefit of other similar insurance. Where there is other insurance in place providing similar cover, this Policy shall cease immediately together with any Discovery Period and the premium shall be deemed fully earned.

### 5.2 Acquisition or Creation of Subsidiaries or Associated Companies

If prior to or during the Policy Period the Insured acquires or creates a new Subsidiary, Associated Company or Benefit Plan then it shall become an Insured from the date of acquisition or creation but only for Crimes committed after the date of acquisition or creation provided that for acquisitions or creations that occur during the Policy Period where such acquired or created entity:

- i) has gross consolidated turnover or employee numbers that increase the existing gross consolidated turnover or Employee numbers of all Insureds by more than 25%; or
- ii) has had a loss that would be covered under the terms of this Policy in the last 3 years that is greater than 50% of the retention specified in the Schedule; or
- iii) has activities that are materially different from the Insured's,

the Policyholder shall give written notice to the Company of such acquisition or creation as soon as reasonably possible but in no event later than 60 days post acquisition or creation, upon which the Insurer shall have the right to amend the terms and conditions of this Policy including charging an additional premium.

### 5.3 Alteration and Assignment

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy duly signed by an authorised signatory of the Insurer.

### 5.4 Arbitration

Any dispute arising out of or in connection with this Policy may be referred, with the mutual agreement of the Policyholder and Company, to an arbitrator. The arbitrator shall be a Queen's Council specialising in insurance law and shall be appointed by agreement between the Policyholder and Company or, failing such agreement, by the Chairman for the time being of the Bar Council.

## 5.5 Cancellation

This Policy may be cancelled:

- i) by the Policyholder by giving 30 days notice in writing to the Company at the address shown in the Schedule;
- ii) by the Company by giving 30 days notice in writing to the Policyholder at the address shown in the Schedule;
- iii) by the Company by giving 30 days notice to the Policyholder due to the non-payment of premium; or
- iv) at such other time as may be agreed upon by the Policyholder and the Company in writing,

whereupon a return premium shall be due to the Policyholder calculated at customary short period rates if cancellation is effected by the Policyholder and pro-rata if cancelled by the Company, but only if notice of a Crime has not been given under the Policy under which circumstances there shall be no return premium.

## 5.6 Cancellation of the Insured's Fixed Sum Loan Agreement

Where the Company has agreed to the Insured paying their premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, the Company reserves the right to terminate the Policy and the Insured will no longer be insured by the Company if the Insured's monthly premium payment has a fixed Sum Loan Agreement regulated by The Consumer Credit Act 2006, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, the Company reserves the right to also terminate that linked loan agreement.

## 5.7 Connected Crimes

All Crimes resulting from a single act or any number of acts in which the same person is concerned or implicated, whether such act or acts occurred before or during the Policy Period, shall be deemed to be a single Crime first Discovered on the date when the first of such Crimes was Discovered.

## 5.8 Data Damage Expenses and Reconstitution of Data

The Insured shall at all times:

- i) maintain current back up files of Data such that it is isolated from Data in current usage and is unaffected by a Crime;
- ii) ensure that Data is protected by appropriate security measures including but not limited to physical security where appropriate, passwords, firewalls and malware detection, prevention and deletion software; and
- iii) not use unlicensed software

## 5.9 Discovery Period

If the Insured (other than for non-payment of premium) or Company refuse to renew this Policy, then the Insured shall have the right to a Discovery Period that shall start immediately upon the cessation of the Policy Period, provided that prior to the end of the Policy Period:

- i) the Insured has paid the additional premium (if applicable) for that Discovery Period as set out in the Schedule;
- ii) the Insured has not arranged or obtained the benefit of any insurance cover provided under any renewal or replacement of this Policy;
- iii) no claims or circumstances relating to any actual or potential Loss have been notified to the Company; and
- iv) the Policyholder has not been acquired or become insolvent in the circumstances set out in the General Conditions of this Policy.

If during the Discovery Period the Insured arranges or obtains the benefit of any insurance that provides cover the same as or substantially similar to that provided in this Policy, then the Discovery Period shall come to an end and the additional premium (if applicable) shall be deemed fully earned.

Crimes that are Discovered in the Discovery Period shall be deemed to be Discovered in the Policy Period. There shall be no cover for Crimes committed during the Discovery Period.

## 5.10 Dispute Resolution

Subject to General Condition 5.4, any dispute arising in respect of this Policy (and any non-contractual obligations arising out of or in respect of it) shall be subject to the exclusive jurisdiction of the English courts.

## 5.11 Insolvency

If during the Policy Period the Policyholder enters into a winding up of any kind, administration, voluntary arrangement or any other insolvency procedure or if a receiver or holder of a similar position is appointed over any of its assets, then cover for the Insureds shall continue until the end of the Policy Period, but not for Crimes committed after the date of that entry or appointment.

If during the Policy Period a Subsidiary, Associated Company or Benefit Plan enters into a winding up of any kind, administration, voluntary arrangement or any other insolvency procedure or if a receiver or holder of a similar position is appointed over any of its assets, then cover for that Subsidiary, Associated Company or Benefit Plan shall continue until the end of the Policy Period, but not for Crimes committed after the date of that entry or appointment.

## 5.12 Joint Policy

Each Insured is deemed for all purposes under this Policy to be insured jointly and not separately for their respective several insurable interests.

### **5.13 Law Applicable**

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

### **5.14 Limits of Liability**

The Company's liability for Loss covered under this Policy for any single Crime shall not exceed the Limit of Liability stated in the Schedule or the sub-limits stated in the Coverage Extensions.

The sub-limits are part of and shall erode the Limit of Liability apart from the Expenses sub-limit which is in addition to the Limit of Liability.

The Limit of Liability (and any applicable sub-limits) shall be the Company's maximum aggregate liability for all Insureds together, not per Insured and for all Insuring Clauses and Coverage Extensions together triggered by a single Crime not per Insuring Clause and Coverage Extension.

Regardless of the number of times this Policy is renewed and of the total premium paid, the Limit of Liability shall not be cumulative from year to year or from policy period to policy period.

### **5.15 Policyholder and Insured**

The Policyholder shall act on behalf of all Insureds with respect to:

- i) the giving and receiving of notice of Crimes;
- ii) cancellation of this Policy;
- iii) the payment of premiums and the receiving of any return premiums that may become due;
- iv) the negotiation, agreement to and acceptance of any amendments or endorsements;
- v) the giving and receiving of any notice provided for in this Policy; and
- vi) the receiving of any claim payment made by the Insurer in respect of Loss.

### **5.16 Retention**

For each single Crime, the Company shall only be liable for that amount of Loss that exceeds the retention stated in the Schedule and the amount of recoveries made prior to the Company making payment for Loss.

If an Insured receives payment for loss or liability covered under another policy after the application of a retention for Loss also covered under this Policy, the retention stated in the Schedule shall, in respect of that Crime, be reduced by the retention applied under the other policy.

No retention shall apply to Loss sustained by a Benefit Plan or to Court Compensation Costs or Public Relations Consultancy Fees.

### **5.17 Sale or Cessation of Subsidiaries, Associated Companies and Benefit Plans**

If during the Policy Period a Subsidiary, Associated Company or Benefit Plan is sold or ceases to be an Insured, then cover shall continue for such sold or ceased entity until the end of the Policy Period but only for Crimes committed prior to such sale or cessation.

If two years prior to the Policy Period a Subsidiary, Associated Company or Benefit Plan was sold or ceased to be an Insured, then such entity shall have cover for Crimes committed prior to such sale or cessation provided there was an insurance policy issued by the Company providing substantially the same cover as this Policy and it was in force at the time such Crimes were committed.

### **5.18 Territorial Application**

Subject to the terms and conditions of this Policy, cover shall be provided for Crimes occurring anywhere within the Territory.

## **Section 6 – Claims Conditions**

### **6.1 Claims Notification**

In order for claims to be accepted under this Policy the Insured must give written notice of a Crime as soon as reasonably possible after Discovery and in no event later than 60 days after it is Discovered to the Insurer at "The Claims Department, Professional and Financial Risks, St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL" marked for the attention of the Professional and Financial Risks Claims Manager. Notice will be effective on the day of receipt by the Company.

Failure to comply with this condition will result in the claim being rejected.

### **6.2 Co-operation**

Each Insured shall give to the Company all such information and co-operation that it may reasonably require to establish its liability, defend any claim against the Insured (it being understood and agreed that there is no obligation upon the Company

to conduct the defence of such claim) or pursue prosecution against the perpetrators of a Crime including but not limited to submitting to examination under oath and producing all relevant documents to the fullest extent legally permissible.

### 6.3 Loss Mitigation and Waiver

The Insured shall exercise due diligence and do all that is necessary and reasonable to avoid or minimise Loss and shall do nothing that may prejudice the Company's rights or remedies under, or in connection with, this Policy in relation to such Loss.

Provided that, where the Insured is prevented from stopping or attempting to frustrate a Crime as a direct result of a direction or instruction issued by an authority under the auspices of Her Majesty's government (and invested thereby with the powers to do so) the Company shall waive any rights or remedies it may have for the failure of the Insured to mitigate such Loss in such circumstances.

### 6.4 Other Insurance

Loss covered under this Policy shall be specifically excess of loss covered under any other valid and collectible insurance (including but not limited to insurance that is stated to be primary, contributory, excess, contingent or otherwise) indemnity or guarantee, unless such other insurance, indemnity or guarantee is specifically excess of this Policy.

### 6.5 Proof of Loss

Within 6 months after Discovery of a Crime the Insured shall provide a full proof of Loss to the Company with all relevant information known to the Insured at the time in relation to that Loss, including but not limited to the quantum of Loss, the nature of the Crime and identity of the perpetrators if known.

### 6.6 Recoveries

Recoveries (which shall not include any payments received in respect of any insurance, reinsurance, sureties or indemnities) in respect of Loss covered under this Policy as a result of Crime shall be distributed as follows:

- i) firstly; to the Insured for any Loss that would otherwise be covered but is in excess of the Limit of Liability stated in the Schedule;
- ii) secondly; to the Company for claims paid to the Insured; and
- iii) thirdly; to the Insured for any retention amount applicable.

All recoveries shall be distributed only after the cost of recovery has been deducted from those recoveries.

### 6.7 Subrogation

If and to the extent that the Company makes any payment under this Policy in respect of a Loss the Insurer shall be subrogated to all the Insured's rights of recovery and action in respect of such Loss. The Insured shall do everything necessary to secure and preserve such rights of subrogation, including but not limited to the execution of such documents as are necessary to enable the Company to bring legal proceedings in the name of the Insured.

### 6.8 Valuation

The Company shall not be liable to indemnify the Insured for more than:

- i) the lesser of the market value of Securities at the close of business on the day immediately preceding the day on which the Crime was Discovered, or the cost of replacing the Securities including the costs of posting any required lost instrument bond (which costs shall be paid by the Insurer on behalf of the Insured);
- ii) the cost of blank material such as paper, tapes, disks and other materials for storing Data but not the value of the information contained therein;
- iii) the costs of labour for the copying or transcription of Data furnished by the Insured in order to reinstate such Data;
- iv) the value of a foreign currency calculated in pounds sterling at the mid point rate of exchange published in The Financial Times on the day the Crime is first Discovered; and
- v) the cash value of Property at the time the Crime is Discovered or the costs of repairing or replacing the Property with that of an equivalent standard whichever is the less.

## Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in this policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements contained in the policy.

Directions for claim notification are included in the Claims Conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in this policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your telephone number
- Personal details necessary to confirm your identity
- Policy number

- The date of the incident
- The cause of the claim
- Details of the claim together with the claim value, if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the claim.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon the circumstances.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Your Claims Helpline Number is **01403 232308**.

Please quote your policy number.

For your protection, telephone calls may be recorded or monitored.

## **Additional Benefits**

Choosing an RSA policy means that you also benefit from a number of additional services that we provide free of charge. Our advice-lines will put you in touch with highly qualified experts who can offer information and assistance on a number of issues and there is no limit to the number of times you can call.

### **A. Legal Assistance**

A 24 hour service that gives you access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

### **B. Health & Safety**

Help is available 24 hours a day on health and safety legislation, including its interpretation and advice on civil and criminal liability for accidents at work.

### **C. Tax Advice**

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

### **D. Stress Counselling**

Stress affects most principals or business owners at some point in their working lives. Our stress counselling service will help you deal with stress at work by addressing minor problems before they become major crises. Confidentiality is of the utmost importance and our counsellors are qualified and experienced in assessing problems quickly so they can provide immediate therapy. This service is restricted to Insured firms with up to 10 principals, Partners, Directors or Members

The advice-line number is **0345 078 3863**

Please quote reference number **72847**

Advice lines are intended for business use only and are a service provided to sole practitioners, Directors, Partners and Members of the Insured. Employees do not qualify to use this service.

This page should be read in conjunction with the rest of your policy documents.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

## Charity Trustee Assurance

THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE INSURED AND NOTIFIED TO THE COMPANY DURING THE PERIOD OF INSURANCE

### I. Trustee Liability

#### A Trustee Liability Insuring Clauses

##### 1 Trustee Liability Cover

The Company shall indemnify the Insured Persons against any Loss incurred by the Insured Persons arising from a Claim that first arises during the Period of Insurance,

*provided that:*

- A) such Claim is notified to the Company during the Period of Insurance or any applicable Discovery Period; and
- B) the Civil Society has not already provided an indemnity to that Insured Person in respect of such Loss.

##### 2 Civil Society Reimbursement Cover

The Company shall indemnify the Civil Society against any Loss incurred by the Insured Persons arising from a Claim that first arises during the Period of Insurance if and to the extent that the Civil Society:

- A) is legally required and permitted to indemnify the relevant Insured Person; and
- B) has provided an indemnity to an Insured Person, in respect of such Loss,

*provided that:*

- i) such Claim is notified to the Company during the Period of Insurance or any applicable Discovery Period; and
- ii) the Company shall not be liable to indemnify the Civil Society in respect of such Loss and the Civil Society shall be liable to pay any applicable Excess.

#### B Trustee Liability Limit of Indemnity

The Company's liability under this Coverage Section shall not exceed the Limit of Indemnity specified in the Schedule *provided that:*

the amount of the Limit of Indemnity available under B. Trustee Liability Limit of Indemnity to pay any judgements or settlements shall be inclusive of any applicable Defence Costs and the amount of any such Defence Costs shall correspondingly reduce the overall Limit of Indemnity

#### C Trustee Liability Extensions

The following coverage Extensions shall be provided under this Section I ("Trustee Liability"),

*provided that:*

- A) the terms of sub-section A. ("Trustee Liability Insuring Clauses") above shall apply; and
- B) the maximum liability of the Company during the Period of Insurance under each Extension shall, unless specified in the relevant Extension, be subject to the Limit of Indemnity as detailed in sub-section B. ("Trustee Liability Limit of Indemnity") above:

##### 1 Civil Fines and Penalties

The Company shall indemnify the Insured against any civil fine or penalty imposed upon an Insured Person by any regulator, disciplinary body, criminal authority, government body, government agency, official trade body or any other body that is empowered by statute to investigate the affairs of an Insured, as a direct result of such person acting in their capacity as an Insured Person,

*provided that*

this Extension shall not apply if and to the extent such civil fine or penalty is uninsurable under the laws or regulations of the relevant territory.

##### 2 Compensation for Court Attendance

If any legal advisers acting on behalf of the Insured, with the consent of the Company, require any Trustee of the Insured to attend any court tribunal, arbitration, adjudication, mediation or other hearing as a witness in connection with a Claim made against an Insured Person that is the subject of the cover provided under this Policy the Company shall provide compensation to the Insured at the rate of £250 per person for each day on which such attendance is required,

*provided that*

the maximum liability of the Company during the Period of Insurance under this Extension shall be the single aggregate limit of £100,000.



### 3 Corporate Manslaughter

The Company shall indemnify the Insured against that part of any Loss comprising of Defence Costs incurred by an Insured Person,

*provided that:*

- A) such Defence Costs are incurred in respect of corporate manslaughter and Corporate Homicide Act 2007 (or other similar or equivalent criminal offence in any jurisdiction in which the Civil Society operates), related criminal proceedings arising from any Wrongful Act or Investigation; and
- B) such Defence Costs shall not include costs relating to any publicity or remedial orders imposed by any court (or similar or equivalent judicial remedial or punitive measure imposed in any jurisdiction in which the Civil Society operates).

### 4 Crisis Management & Regulatory Event Public Relations Costs

The Company shall indemnify the Insured against any fees, costs and Expenses reasonably and necessarily incurred by an Insured Person in employing the services of an external public relations consultant, crisis management firm or law firm for the sole purpose of providing guidance to an Insured Person in order to minimise or limit any adverse publicity in relation to the circumstances or events that could reasonably be considered as having the potential to give rise to a Probable Claim or Investigation,

*provided that:*

- A) The Company has given its prior written consent to incurring such costs and Expenses (such consent shall not be unreasonably denied, withheld or delayed); and
- B) the maximum liability of the Company during the Period of Insurance under this Extension shall be the single aggregate limit of £100,000.

### 5 Cyber Liability

The Company shall indemnify the Insured Persons against any Loss incurred by the Insured Persons arising from a Claim that first arises during the Period of Insurance in respect of a Cyber Liability Event.

In respect of this Extension the Company shall indemnify the Insured against any fees, costs and Expenses reasonably and necessarily incurred by an Insured Person in employing the services of an external public relations consultant, crisis management firm or law firm for the sole purpose of providing guidance to the Insured Persons in order to minimise or limit any adverse publicity in relation to a Cyber Liability Event,

*provided that*

the Company has given its prior written consent to incurring such costs and Expenses (such consent shall not be unreasonably denied, withheld or delayed).

### 6 Deprivation of Assets

The Company shall indemnify the Insured against any Deprivation of Asset Expenses and Expenses incurred by an Insured Person,

*provided that:*

- A) The Company has given its express prior written consent to such Deprivation of Asset Expenses and Expenses being incurred;
- B) the indemnity provided under this Extension shall only apply in respect of the amount of such Deprivation of Asset Expenses and Expenses that are in excess of the applicable Excess under Insuring Clauses A.1("Trustee Liability") or A.2. ("Civil Society Reimbursement Cover"); and
- C) the maximum liability of the Company during the Period of Insurance under this Extension shall be the single aggregate limit of £100,000.

### 7 Emergency Costs and Expenses

If, after having used reasonable efforts, an Insured is unable to obtain the Company's prior written consent to an Insured Person incurring Defence Costs the Company shall retrospectively approve and indemnify the Insured in respect of such Defence Costs, less any applicable Excess,

*provided that:*

- A) such Defence Costs would otherwise be covered;
- B) such Defence Costs are notified to the Company as soon as reasonably possible but no later than 10 days after they are incurred;
- C) the maximum liability of the Company during the Period of Insurance under this Extension shall be the single aggregate limit of £50,000; and
- D) this Extension shall not apply in addition to any other Extension for any Loss, Claim or Related Claim.



## 8 Employment Wrongful Acts

The Company shall indemnify the Insured Persons against any Loss incurred by an Insured Person arising from a Claim that first arises during the Period of Insurance in respect of an Employment Wrongful Act,

*provided that:*

- A) such Claim is notified to the Company during the Period of Insurance or any applicable Discovery Period; and
- B) the Company shall not be liable to indemnify the Civil Society in respect of any applicable Excess.

## 9 Investigation Defence Costs

The Company shall indemnify the Insured against that part of any Loss which relates to Defence Costs incurred by an Insured Person in defending themselves in respect of any Investigation commenced by the filing of a notice of charge, formal investigative order, questionnaire or similar document,

*provided that,*

the Company shall not be liable under this Extension for the cost of the Insured Person's time, or any costs, expenses, fees or overheads incurred by any Civil Society, incurred in respect of that Investigation.

## 10 Kidnap & Ransom Event

The Company shall indemnify the Insured against any fees, costs and Expenses reasonably and necessarily incurred by the Insured in employing the services of an external public relations consultant, crisis management firm or law firm for the sole purpose of providing guidance to the Insured in order to minimise or limit any adverse publicity in relation to the circumstances or events that could reasonably be considered being a Kidnap & Ransom Event

*provided that:*

- A) any Kidnap & Ransom Event includes a request for a ransom;
- B) any Kidnap & Ransom Event has been notified and acknowledged by the Police (or equivalent body sanctioned by local, state, or national government to enforce laws and apprehend those who break them);
- C) The Company shall not be liable under this Extension in respect of any Kidnap & Ransom Event that occurs in Brazil, Columbia, Ecuador, Georgia, Haiti, Iran, Iraq, Israel, Lebanon, Mexico, Nigeria, Pakistan, Philippines, Russia, Somalia, Syria, Ivory Coast and Venezuela; and
- D) the maximum liability of the Company during the Period of Insurance under this Extension shall be the single aggregate limit of £100,000.

## 11 Loss of or damage to Documents

The Company shall pay on behalf of the Civil Society or the Trustee all costs and expenses reasonably incurred by the Civil Society or the Trustee in replacing or restoring Documents,

*provided that:*

- A) the maximum liability of the Company during the Period of Insurance under this Extension shall be as detailed in the Policy Schedule
- B) such loss of or damage to Documents is first Discovered during the Period of Insurance or any applicable Discovery Period; and
- C) where the Documents are in electronic format, the Insured can demonstrate to the Company's reasonable satisfaction that sufficient and proper procedures were in place for the security and daily back-up of the Documents; and
- D) the Company shall not be liable for any costs or expenses in respect of loss of or damage to Documents directly based on, arising out of or in any way involving:
  - i) the transmission or impact of any Virus; or
  - ii) unauthorised access to a Computer System.

## 12 Management Buy-Outs

If a Subsidiary ceases to be owned or controlled by the Civil Society as a result of a buy-out by existing management the Company shall maintain the cover provided by this Policy in respect of that Subsidiary:

- A) for a period of 30 calendar days from the date of that buy-out; and
- B) in respect of Wrongful Acts committed during that 30 calendar day period referred to in (a) above,

*provided that:*

- i) this Extension shall be excess of any other insurance in force which provides cover in respect of such Wrongful Acts;
- ii) shall apply to existing Trustees of the original Subsidiary only;
- iii) this Extension shall not apply to Policy Condition H. Discovery Period; and
- iv) the maximum liability of the Company during the Period of Insurance under this Extension shall be the single aggregate limit of £100,000

### 13 Mental Anguish or Emotional Distress

The Company shall indemnify the Insured against that part of any Loss which comprises Defence Costs incurred by an Insured Person in defending themselves in any Employment Wrongful Act related legal proceeding which arises in relation to any actual or alleged mental anguish or emotional distress suffered by any past, present or prospective employee or non-executive Trustee of the Civil Society as a result of that Insured Person acting in their capacity as a Trustee.

### 14 Outside Directorship/Entities

The Company shall indemnify any Insured Person and any Employee of the Civil Society where, at the specific request of the Civil Society that Insured Person or Employee was, is, or becomes during the Period of Insurance a director, officer, trustee, governor or occupies a position of equivalent status, of any Outside Entity, against any Loss arising from Claims made against such Insured Person or Employee in respect of any Wrongful Act committed or attempted by such Insured Person or Employee in their respective capacities as a director, officer, trustee, governor or position of equivalent status, of such Outside Entity,

*provided that,*

- A) the cover provided by this Extension shall be excess of any indemnification provided by such Outside Entity and any valid and collectable directors and officers liability insurance in respect of such Outside Entity; and
- B) the cover provided by this extension shall exclude any trusteeship or administration of any pension plan, programme or scheme or any Insured Person acting in a fiduciary capacity in respect of the Pensions Act 2014.

### 15 Pension Liability

The Company shall indemnify the Insured against any Loss arising from a Claim that first arises during the Period of Insurance in respect of any matter asserted against an Insured Person for a Pension Management Event.

*provided that:*

- A) the cover provided by this Extension shall be excess of any indemnification provided by such valid and collectible directors and liability insurance or pension trustee insurance in respect of any relevant pension scheme; and
- B) the cover provided by this Extension shall not include Loss resulting from a failure to contribute to any pension scheme correctly or on time.

### 16 Personal Liability for Unpaid Taxes following Insolvency

The Company shall indemnify any Insured against that part of any Loss that arises from that Insured Person's personal liability for any unpaid taxes and Employee wages where the organisation has become insolvent,

*provided that:*

- A) the cover provided under this Extension shall not apply if and to the extent that such liability for unpaid taxes arises from improper personal financial gain, fraud, dishonesty or wilful intent of the Insured Person to breach any statutory duty governing the payment of taxes; and
- B) the maximum liability of the Company during the Period of Insurance under this Extension shall be £100,000.

### 17 Pollution

The Company shall indemnify the Insured Persons against Loss incurred by the Insured in defending themselves against criminal or regulatory proceedings in respect of Pollution which results from a Wrongful Act,

*provided that*

this Extension shall not apply to or in respect of any Claim arising in or in relation to the USA.

### 18 Retired and Former Trustees

- A) If any Insured Person Retires as a Trustee of the Civil Society prior to the expiry of the Period of Insurance such Insured Person shall be entitled to a free Discovery Period for a period of 72 months after the expiry of the Period of Insurance,

*provided that*

this Discovery Period shall not apply where:

- i) You or the Insured renews or replaces this Policy (whether with the Company or otherwise); or
- ii) a Discovery Period has been activated in accordance with Policy Condition H. (Discovery Period), of this Policy;

- B) If any Insured Person ceases to be a Trustee of the Civil Society during the Period of Insurance for reasons other than Retirement such Insured Person shall be entitled to a free Discovery Period of 180 calendar days after the expiry of the Period of Insurance,

*provided that*

this Discovery Period shall not apply where:

- i) the Insured Person has ceased to be a Trustee of the Civil Society as a result or consequence of:
  - a) disqualification from holding the office of Trustee;
  - b) the acquisition, Merger or winding up of You as detailed under Policy Condition Q. Transactions Changing Coverage; or
  - c) You becoming insolvent or being wound up,
- ii) You or the Insured renews or replaces this Policy (whether with the Company or otherwise); or
- iii) a Discovery Period has been activated in accordance with Policy Condition H. (Discovery Period) of this Policy.

### **19 Shareholder Action deriving from Pollution**

The Company shall indemnify the Insured against any Loss that arises in respect of civil proceedings brought against any Insured Person, either directly or derivatively, by any shareholder or bondholder of the Civil Society alleging loss in the value of the share capital of the Civil Society by reason of Pollution which results from a Wrongful Act,

*provided that*

this Extension shall not apply:

- A) in circumstances where on or before the Original Inception Date any Insured Person or any Employee of the Company whose responsibilities include environmental control or compliance knew or should reasonably have foreseen that a Circumstance existed which could have given rise to a Claim against the Civil Society or any Insured Person; or
- B) in respect of any Claim arising in or in relation to the USA.

### **20 Shareholder Claim Cover**

The Company shall indemnify the Civil Society against any costs and Expenses reasonably and necessarily incurred by a shareholder of the Civil Society in pursuing a Claim in the name of the Civil Society against a Trustee and which the Civil Society is liable to pay such costs and Expenses in accordance with an order of any court,

*provided that:*

- A) such Claim by the shareholder in the name of the Civil Society was first made during the Period of Insurance;
- B) any costs and expenses incurred by a shareholder under this Extension shall be considered as Loss for the purposes of applying any Exclusion; and
- C) The Company shall not unreasonably withhold its consent to the incurring of costs and Expenses under this Extension.

### **21 Spouses**

If a Claim against an Insured Person includes a Claim against the Insured Person's Spouse solely by reason of;

- A) such Spouse's legal status as a Spouse of the Insured Person; or
- B) such Spouse's ownership interest in property which the claimant seeks as recovery for Claims made against the Insured Person,

any Loss which such Spouse becomes legally obliged to pay by reason of such Claim shall be treated for the purposes of this Policy as Loss which the Insured Person is legally obliged to pay on account of the Claims made against the Insured Person,

*provided that:*

- i) all terms and conditions of this Policy (including, without limitation, the Excess) applicable to any Loss incurred by such Insured Person in the Claim shall also apply to such Spousal Loss; and
- ii) this Extension shall not apply if and to the extent that the Claim alleges any Wrongful Act or omission by the Insured Person's Spouse.

## **II. Civil Society Liability**

### **A Civil Society Liability Insuring Clause**

The Company shall indemnify the Civil Society against any Loss incurred by the Civil Society arising from a Claim that first arises during the Period of Insurance,

*provided that:*

- A) such Claim is notified to the Company during the Period of Insurance or any applicable Discovery Period; and
- B) The Company shall not be liable to indemnify the Civil Society in respect of any applicable Excess.

### **B Civil Society Liability Limit of Indemnity**

The Company's liability under this Coverage Section shall not exceed the Limit of Indemnity specified in the Schedule, *provided that;*

where the Company is liable to indemnify more than one person, from, company or body the total amount of indemnity payable under this Policy shall not exceed the Limit of Indemnity.

### **C Civil Society Liability Extensions**

The following coverage Extensions shall be provided under this Section II ("Civil Society Liability"),

*provided that:*

- A) the terms of sub-section A. ("Civil Society Liability Insuring Clause") above shall apply; and
- B) the maximum liability of the Company during the Period of Insurance under each Extension shall, unless specified in the relevant Extension, be subject to the Limit of Indemnity detailed in sub-section B. ("Civil Society Liability Limit of Indemnity") above:

## 1 Contractual Liability Defence Costs

The Company shall indemnify the Civil Society against any Defence Costs arising from or in connection with actual or alleged contractual liability of any Civil Society under any express, oral, written or implied contracts or agreements arising from a Wrongful Act,

*provided that:*

- A) the Civil Society has obtained the express prior written consent from the Company to the incurring of those Defence Costs (such consent shall not be unreasonably denied, withheld or delayed); and
- B) the maximum liability of the Company during the Period of Insurance under this Extension shall be the single aggregate limit of £100,000.

## 2 Corporate Manslaughter

The Company shall indemnify the Civil Society against that part of any Loss comprising of Defence Costs incurred by the Civil Society, in respect of corporate manslaughter (or other similar or equivalent criminal offence in any jurisdiction in which the Civil Society operates) related criminal proceedings arising from a Wrongful Act or Investigation,

*provided that:*

- A) the Civil Society has obtained the express prior written consent from the Company to the incurring of those Defence Costs (such consent shall not be unreasonably denied, withheld or delayed); and
- B) such Defence Costs shall not include costs relating to any publicity or remedial orders imposed by any court (or similar or equivalent judicial remedial or punitive measure imposed in any jurisdiction in which the Civil Society operates);

## 3 Cyber Liability

The Company shall indemnify the Civil Society against any Loss incurred by the Civil Society arising from a Claim that first arises during the Period of Insurance for a Cyber Liability Event.

In respect of this Extension the Company shall indemnify the Insured against any fees, costs and Expenses reasonably and necessarily incurred by the Civil Society in employing the services of an external public relations consultant, crisis management firm or law firm for the sole purpose of providing guidance to the Insured in order to minimise or limit any adverse publicity in relation to a Cyber Liability Event,

*provided that:*

- A) The Company has given its prior written consent to incurring such costs and Expenses (such consent shall not be unreasonably denied, withheld or delayed);
- B) the maximum liability of the Company during the Period of Insurance for such fees, costs and Expenses shall be the single aggregate limit of £100,000.

## 4 Emergency Costs and Expenses

If, having used reasonable efforts, the Civil Society is unable to obtain the Company's prior written consent to the Civil Society incurring Defence Costs the subject of II. A Civil Society Liability Insuring Clause the Company shall retrospectively approve and indemnify the Civil Society against such Defence Costs, less any applicable Excess,

*provided that:*

- A) such Defence Costs would otherwise be covered under A. Civil Society Liability Insuring Clause; and
- B) such Defence Costs are notified to the Company by the Civil Society as soon as possible but no later than 10 days after they are incurred;
- C) the maximum liability of the Company during the Period of Insurance under this Extension shall be the single aggregate limit of £50,000; and
- D) this Extension shall not apply in addition to any other Extension for any Loss, Claim or Related Claim.

## 5 Loss of or damage to Documents

The Company shall pay on behalf of the Civil Society or the Trustee all costs and Expenses reasonably incurred by Civil Society or the Trustee in replacing or restoring Documents.

The maximum liability of the Company during the Period of Insurance under this Extension shall be as detailed in the Policy Schedule

*provided that:*

- A) such loss of or damage to Documents is first Discovered during the Period of Insurance or any applicable Discovery Period; and
- B) where the Documents are in electronic format, the Civil Society can demonstrate to the reasonable satisfaction of the Company that sufficient and proper procedures were in place for the security and daily back-up of the Documents; and
- C) The Company shall not be liable for any costs or expenses in respect of loss of or damage to Documents directly based on, arising out of or in any way involving:
  - i) the transmission or impact of any Virus; or
  - ii) unauthorised access to a System.

## 6 Pollution

The Company shall indemnify the Civil Society against that part of any Loss which relates to Defence Costs incurred by the Civil Society in defending itself against criminal or regulatory proceedings in respect of Pollution which results from a Wrongful Act,

*provided that:*

- A) the Civil Society has obtained the express prior written consent to the incurring of those Defence Costs (such consent shall not be unreasonably denied, withheld or delayed); and
- B) this Extension shall not apply to or in respect of any Claim arising in or in relation to the USA.

## 7 Social Media Public Relations Consultancy Fees

The Company shall indemnify the Civil Society in respect of any Public Relations Consultancy Fees reasonably and necessarily incurred by the Civil Society in order to mitigate the adverse effect or potentially adverse effect on the Civil Society's reputation of any negative publicity in relation to the Civil Society's alleged business practices that is posted on any internet-based social media platform or website,

*provided that:*

- A) the Civil Society has obtained the express prior written consent to the incurring of those Public Relations Consultancy Fees (such consent shall not be unreasonably denied, withheld or delayed); and
- B) the maximum liability of the Company during the Period of Insurance under this Extension shall be the single aggregate limit of £100,000.

## D Civil Society Liability Exclusions

The Company shall not be liable to indemnify the Insured against any Loss which arises directly or indirectly based on, arising out of or in any way involving (the "Exclusions"):

### 1 Contractual Liability

any actual or alleged contractual liability of any Civil Society under any express, oral, written or implied contracts or agreements,

*provided that*

this Exclusion shall not apply in respect of Defence Costs otherwise covered by Extension C.1. ("Contractual Liability Defence Costs").

### 2 Employment Wrongful Act

any Employment Wrongful Act.

### 3 Pension Trusteeship or Administration

the trusteeship or administration by any Insured of any pension plan, programme or scheme or other employee benefit programme or any Insured acting in a fiduciary capacity in respect thereof, including any obligation incurred under the Pensions Act 1995, Pensions Act 2004, Pensions Act 2014 or for any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (USA) or any regulations promulgated there or within any similar or equivalent law or regulation,

*provided that*

this Exclusion shall not apply to any Loss arising from a Claim for Retaliation.

### 4 Pollution

A) Pollution; or

B) any direction or request that any Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, or any voluntary decision to do so (including, without limitation, any claim for financial loss to the Civil Society, its shareholders, bondholders or its creditors based on, arising out of, or in any way involving the matters described in this Exclusion).

### 5 Professional Services Risks

professional Services undertaken by or on behalf of the Civil Society arising from or in connection with:

- A) advice;
- B) design; or
- C) specification.

### 6 Unfair Trade Practices

any actual or alleged violation of any law (whether statutory, regulatory or common law) with respect to any of the following activities:

- A) anti-trust;
- B) business competition;
- C) unfair trade practices; or
- D) tortious interference in another's business or contractual relationships.

## **7 Workers Compensation**

any actual or alleged liability relating to workers compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits, pension benefits or any similar law or obligation whatsoever.

### **III. Employment Practices Liability**

#### **A Employment Practices Liability Insuring Clause**

The Company shall indemnify the Civil Society against any Loss incurred by the Civil Society arising from a Claim that first arises during the Period of Insurance as a result of any Employment Wrongful Act,

*provided that*

such Claim is brought against the Civil Society by:

- 1 an Employee or prospective Employee;
- 2 a partner or prospective partner of the Insured;
- 3 a director, non-executive director or officer or prospective director, prospective non-executive director or prospective officer of any Civil Society;
- 4 a natural person at work (whether self employed or employed by an organisation other than the Civil Society),

*provided that*

such natural person is providing services to the Civil Society on premises owned and occupied by the Civil Society; or

- 5 where such Claim is in respect of an Investigation Equality and Human Rights Commission (EHRC) 2010; or any other officially recognised regulatory, professional, or trade body, or any similar or equivalent body.

#### **B Employment Practices Limit of Indemnity**

The Company's liability under this Coverage Section shall not exceed the Limit of Indemnity,

*provided that;*

where the Company is liable to indemnify more than one person, firm, company or body the total amount of indemnity payable under this Policy shall not exceed the Limit of Indemnity.

#### **C Employment Practices Liability Extensions**

The following coverage Extensions shall be provided under this Section III ("Employment Practices Liability"),

*provided that:*

- A) the terms of sub-section A. ("Employment Practices Liability Insuring Clause") above shall apply; and
- B) the maximum liability of the Company during the Period of Insurance under each Extension shall, unless specified in the relevant Extension, be subject to the Limit of Indemnity as detailed in sub-section B. ("Employment Practices Liability Limit of Indemnity") above:

##### **1 Social Media Public Relations Consultancy Fees**

The Company shall indemnify the Civil Society in respect of any Public Relations Consultancy Fees reasonably and necessarily incurred by the Civil Society in order to mitigate the adverse effect or potentially adverse effect on the Civil Society's reputation of any negative publicity in relation to the Civil Society's alleged employment practices that is posted on any internet-based social media platform or website,

*provided that:*

- A) the Civil Society has obtained the express prior written consent from the Company to the incurring of those Public Relations Consultancy Fees (such consent shall not be unreasonably denied, withheld or delayed); and
- B) the maximum liability of the Company during the Period of Insurance under this Extension shall be the single aggregate limit of £100,000; and
- C) this Extension shall not apply in addition to II Civil Society Liability, C. Civil Society Liability Extensions, 7. Social Media Public Relations Consultancy Fees.

#### **D Employment Practices Liability Exclusions**

##### **1 Exclusions applicable to all types of Loss**

The Company shall not be liable to indemnify the Civil Society against any Employment Wrongful Act related Loss which arises directly or indirectly based on, arising out of or in any way involving:

- A) USA Claims  
any Claim arising in or in relation to the USA;
- B) Pension Trustee Liability  
the trusteeship or administration by an Insured of any pension, profit share or other employee benefit programme or an Insured acting in a fiduciary capacity in respect thereof including, but not limited to, any obligation incurred under the Pensions Act 1995, Pensions Act 2004 or Pensions Act 2014 or for any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (USA) or any regulations promulgated there or within any similar or equivalent law or regulation.



- C) Strikes, Collective Redundancies, Labour Disputes  
any Claim incurred as a result of strikes, obligations to consult representatives and employees in relation to collective redundancies, lockouts, trade union disputes, labour disputes or negotiations or other similar actions (including, but not limited to, disputes in respect of recognition); or
- D) Violation of Health & Safety, Workers' Compensation or Similar Law  
any actual or alleged violation of the responsibilities, obligations or duties imposed by any law governing health and safety, workers' compensation, unemployment insurance, social security, disability benefits or similar law  
*provided that*  
Exclusions D.1.(c), and D.1.(d) above shall not apply, and cover shall be provided under Clause III. A. ("Employment Practices Liability Insuring Clause") above if and to the extent that a Claim relates to any actual or alleged Retaliatory treatment of the claimant by the Civil Society arising from the claimant's exercise of rights in accordance with any of the regulations or activities set out in Exclusion D.1.(c) above.

## 2 Exclusions Applicable to all types of Loss, other than Defence Costs

The Company shall not be liable to indemnify the Civil Society against any Employment Wrongful Act related Loss which is directly or indirectly based on, arising out of or in any way involving:

- A) Accommodation for Disabled Persons  
any costs incurred by the Civil Society to make any accommodation for any disabled person in respect of working practices or otherwise;
- B) Breach of Employment Contract, Breach of Minimum Wage Legislation for Benefits Due to Employees  
any liability for:
  - i) payment of wages or any other form of payment due under a contract of employment or otherwise, (including, but not limited to, compensation payable in respect of contractual or statutory notice periods and contractual or statutory payments due on redundancy) or liability for awards of damages for breach of, or for the payment of a debt under, an Employee's contract of employment,  
*provided that this Exclusion*
    - (i) shall not apply if and to the extent that any breach of an Employee's contract of employment relates to a breach of any disciplinary or grievance procedures or equal opportunities policy;
  - ii) repayment of deductions wrongfully made from salary, wages or Benefits or from any other form of payment due under the contract of employment;
  - iii) breach of any obligation in accordance with any minimum wage legislation, save that this Exclusion shall not apply, and cover shall be provided under Clause A. ("Employment Practices Liability Insuring Clause") above, where a Claim relates to any actual or alleged Retaliation in connection with such breach; or
  - iv) payment of Benefits due to an Employee from the Insured or otherwise or to become due or the equivalent value of such Benefits,

provided that the Exclusions set out in (A) and (B) above shall not apply if and to the extent that Defence Costs form part of such Employment Wrongful Act related Loss.

## IV. Fidelity

FIDELITY IS A LOSS DISCOVERED CONTRACT. NO COVER EXISTS FOR ANY LOSS FIRST DISCOVERED BEFORE THE PERIOD OF INSURANCE OR AFTER THE END OF THE PERIOD OF INSURANCE UNLESS AND TO THE EXTENT THAT A DISCOVERY PERIOD APPLIES

### A Fidelity Insuring Clause

The Company shall pay for Fidelity Loss first Discovered during the Period of Insurance or any applicable Discovery Period, resulting from

- 1 Criminal Acts committed by an Employee (acting alone or in collusion with any other person) in respect of Covered Property, Money or Securities
- 2 Computer Fraud
- 3 Funds Transfer Fraud

### B Fidelity Limit of Indemnity and Prior Policies

#### 1 Fidelity Limit of Indemnity

- (a) The Fidelity Limit of Indemnity does not apply separately for each Civil Society.
- (b) The Company's liability for loss sustained by any or all Civil Societies shall not exceed the amount for which the Company would have been liable had all such loss been suffered by any one Civil Society.
- (c) The Fidelity Limit of Indemnity shall be the Company's maximum liability (excluding the Expenses Coverage noted in Extension of Coverage II.A.) for all claims during the Period of Insurance and any applicable Discovery Period.



## 2 Prior Policies

If a Fidelity Loss is covered partly under this Fidelity Policy Section and partly under a prior policy, the Retention applicable to the Fidelity Loss under this Fidelity Policy Section shall be reduced by the retention or deductible actually applied to the loss under such prior policy;

## 3 Discovery Period

The purchase of any Discovery Period shall not increase or reinstate the applicable Fidelity Limit of Indemnity, which shall be the Company's maximum liability for the Period of Insurance and Discovery Period, combined.

## 4 Non Accumulation of Liability

Regardless of the number of years this Fidelity Policy Section remains in effect and the total premiums due or paid, the Fidelity Limit of Indemnity shall not be cumulative from year to year or from Period of Insurance to Period of Insurance. The Company shall indemnify the Insured Persons of the Charity against Loss under this Policy for any and all Losses arising from all Claims and all Related Claims first Discovered and notified during the Period of Insurance or any applicable Discovery Period,

## C Fidelity Extensions

### A) Expenses Coverage

The Company shall pay the following costs and expenses incurred with its prior written consent;

1. Investigation Expenses;
2. Computer Clean-up Costs;
3. Public Relations Consultancy Fees.

The maximum payable by the Company during the Period of Insurance under this extension shall be the lesser of 10% of the Fidelity Limit of Indemnity or the maximum aggregate Sub-Limit of £25,000.

Such costs and expenses shall be in addition to the Fidelity

### B) Ownership & Client Coverage

The Money, Securities and Covered Property covered under this Fidelity Policy Section are limited to that owned or leased by the Civil Society.

This extension shall extend to include Money, Securities and Covered Property:

1. held by the Civil Society in any capacity; or
2. held by any Client in any capacity and where the Civil Society is legally liable to such Client.

### C) Acquisition or creation of subsidiary companies

Policy condition: Acquisition or Creation of Subsidiary shall be replaced, or shall apply where absent, with the following for this Fidelity Policy Section;

1. If, during the Period of Insurance, the Civil Society acquires or creates any new office, branch or Subsidiary (either directly or through one or more of its Subsidiaries), coverage shall apply from such date of acquisition or creation provided that the new office, branch, or Subsidiary:
  - (a) has no more than 20% of the total number of Employees previously declared by or on behalf of all of the Civil Society; and
  - (b) does not undertake activities which vary materially from those declared in the Proposal;
  - (c) such activities are confined to the UK; and
  - (d) has not had a loss within the past three years with a quantum greater than 50% of the Retention specified in the Schedule.
2. If the new office, branch or Subsidiary acquired or created falls outside the above conditions, the Company agrees to provide cover from the date of their creation or acquisition for a period of 60 days. During the period of 60 days the Policyholder shall provide any additional information and pay any additional premium as may be reasonably required by the Company.

Cover provided under this sub-section in relation to any new office, branch or Subsidiary shall only apply with respect to any Fidelity Loss caused by any act which is committed after the date of their creation or acquisition. However, the Company shall consider the provision of retroactive cover for any new office, branch or Subsidiary in respect of Fidelity Loss otherwise insured hereunder, prior to the date of any such acquisition, upon specific request, subject to payment of any additional premium required and the signing of a written endorsement.

### D) Fidelity Discovery Period

Policy condition: Discovery Period shall be replaced, or shall apply where absent, with the following for this Fidelity Policy Extension;

Following expiry or earlier termination of this Fidelity Policy Section for any Civil Society the Policyholder may continue to notify Fidelity Loss first Discovered not later than 12 months following such expiry or earlier termination provided that:

1. cover shall only apply to Fidelity Loss or that part of a Fidelity Loss occurring prior to the expiry of the Period of Insurance or earlier termination; and

2. cover for that Civil Society is not replaced by a similar policy of insurance issued by the Company or by another insurer irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

Any Fidelity Loss first Discovered during the period provided under this Fidelity Section shall be deemed to have been Discovered during the immediately preceding Period of Insurance.

The purchase of any Discovery Period shall not increase or reinstate the applicable Fidelity Limit of Indemnity, which shall be the Company's maximum liability for the Period of Insurance and Discovery Period, combined.

If the Company declines to offer any terms for renewal of this Fidelity Policy Section the Policyholder shall be entitled to purchase a Discovery Period on the terms set out below. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute the Company declining to renew.

Options to purchase up to 12 months may be available but shall be at the Company's sole discretion.

**E) Identity Fraud**

The Company shall pay Identity Fraud Expenses incurred by the Civil Society with the Company's prior written consent provided that the maximum liability of the Company under this extension during the Period of Insurance is limited to the lesser of 10% of the Fidelity Limit of Indemnity or the maximum. Sub-Limit of £25,000.

**D Fidelity Exclusions**

The Company shall not be liable for:

**A) Confidential Information**

loss of intangible property howsoever caused including but not limited to any intellectual property rights, trade secrets, computer programmes, confidential processing methods or other confidential information of any kind;

**B) Discovery after expiry**

loss Discovered prior to the commencement of the Period of Insurance or after the expiry of the Period of Insurance unless provided by the Discovery Period extension;

**C) Extortion**

loss arising out of or in any way connected with extortion or any threat thereof unless committed by an Employee (acting alone or in collusion with others);

**D) Indirect Loss**

loss which amounts to indirect loss of any kind, including but not limited to, interest, profits, dividends or other income except as otherwise covered under this Fidelity Policy Section.

**E) Loss between Insured**

loss sustained by one Civil Society or one part of an Civil Society to the advantage of any other Civil Society or other part of an Civil Society;

**F) Loss sustained after knowledge**

loss caused by an Employee which is committed after the Civil Society or any director, equity partner, Member, officer or senior manager of the Civil Society shall have knowledge of any theft, fraud or dishonesty committed by such Employee:

1. whilst employed by an Civil Society; or
2. prior to employment with an Civil Society;

**G) Major Shareholders**

Criminal Acts committed by:

1. an Employee controlling more than 10% of the voting share capital of the Civil Society at the time of committing such act; or
2. any equity partner or Member of the Civil Society whether acting alone or in collusion with an Employee or with others;

**H) Nuclear**

loss due to nuclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing;

**I) Profit and Loss Computation and Inventory Comparison**

loss or any part of any loss which is dependent solely upon:

1. a profit and loss computation or comparison; or
2. a comparison of inventory records with an actual physical count, provided, however, that where the Civil Society establishes

wholly apart from such comparison that it has sustained a loss covered under Insuring Clause I.A. caused by an identified Employee then it may offer its inventory records and actual physical count of inventory in support of the amount of loss claimed;

**J) Taxes, Fines and Damages**

taxes, fines or damages except for direct compensatory damages or contractual penalties as specifically covered by this Fidelity Policy Section;

**K) War or Terrorism**

loss arising from declared or undeclared war, civil war, insurrection, riot, rebellion or revolution, military, naval or usurped power, governmental intervention, expropriation or nationalisation or Terrorism.

**L) Retroactive Date**

loss or part of a loss sustained prior to the Retroactive Date stated in the Schedule.

**E Fidelity Conditions**

Transaction Change in Coverage for this Fidelity Policy Section shall be replaced, or shall apply where absent, with the following;

**A) Transaction Change in Coverage**

**1 Acquisition, Merger or Winding Up of the Policyholder**

Unless otherwise agreed in writing by the Company, this Fidelity Policy Section shall terminate for all Civil Societies upon:

(a) the acquisition of the entire issued share capital of the Policyholder or of all or substantially all of its assets, by another entity, or the merger or consolidation of the Policyholder into or with another entity such that the Policyholder is not the surviving entity; or

(b) the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of the directors of the Policyholder; or

(c) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, trustee or other similar insolvency appointee or fiduciary in respect of the Policyholder;

Following termination, the Policyholder may continue to notify Fidelity Loss first Discovered during the Period of Insurance provided that:

(i) cover shall only apply to Fidelity Loss or that part of any Fidelity Loss occurring prior to the event described in 1.(a), (b) or (c) above; and

(ii) this Fidelity Policy Section has not been replaced by a similar policy of insurance issued by the Company or by another insurer irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

**2 Disposal or Winding Up of Subsidiary Civil Societies**

Unless otherwise agreed in writing by RSA, this Fidelity Policy Section shall terminate for a Subsidiary upon:

(a) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, trustee or other similar insolvency appointee or fiduciary in respect of such Subsidiary; or

(b) falling outside the definition of Subsidiary.

Following termination, the Policyholder may continue to notify Fidelity Loss first Discovered during the Period of Insurance or Discovery Period provided that:

(i) cover shall only apply to Fidelity Loss or that part of any Fidelity Loss occurring prior to the event described in (a) or (b) above; and

(ii) this Fidelity Policy Section has not been replaced by a similar policy of insurance issued by the Company or by another insurer irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

**B) Acquisitions Prior to the Policy Period**

Policy Condition: Acquisitions Prior to the Period of Insurance for this Fidelity Policy Section shall be replaced, or shall apply where absent, with the following;

If a new office, branch or Subsidiary has been acquired by the Civil Societies prior to the Period of Insurance, such office, branch or Subsidiary shall be covered under this Fidelity Policy Section in relation only to Fidelity Loss caused by any act or omission covered under section I. or

II. occurring after the date on which such office, branch or Subsidiary was acquired by the Civil Society unless agreed in writing by the Company and endorsed to this Fidelity Policy Section.

**C) Alteration and Assignment**

Policy Condition: Alteration and Assignment for this Fidelity Policy Section shall be replaced with the following;

No change in, modification of, or assignment of interest under this Fidelity Policy Section shall be effective except when made by written endorsement to this Fidelity Policy Section which is signed by an authorised signatory of the Company.

**D) Authorisation Clause**

Policy Condition: Authorisation Clause for this Fidelity Policy Section shall be replaced, or shall apply where absent, with the following;

Failure to comply with this Condition will result in a claim being rejected or settlement reduced. The Policyholder shall act on behalf of all Civil Societies with respect to the giving and receiving of notice for Fidelity Loss, the payment of premiums and the receiving of any return premiums that may become due under this Policy, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this Fidelity Policy Section, and the Civil Societies agree that the Policyholder shall so act on their behalf.

All amounts payable under this Fidelity Policy Section shall be made to the Policyholder. The Company shall not be liable for the application or distribution of such amounts between Civil Societies and shall be released from all liability in respect of such payment by virtue of its payment to the Policyholder.

## **F Fidelity Claims Conditions**

### **A) Discovery and Notification**

Claims Condition: Notification for this Fidelity Policy Section shall be replaced, or shall apply where absent, as follows;

It shall be a condition precedent to the obligations of the Company under this Fidelity Policy Section that the Policyholder shall give the Company written notice as soon as practicable after Discovery of a Fidelity Loss, and in any event no later than 60 days after such Discovery, which notice must be sent to the Company at the Claims Department, Professional & Financial Risks, St Mark's Court, Chart Way, Horsham, Sussex RH12 1XL, for the attention of the Professional & Financial Risks Claims Manager.

Within 6 months after Discovery of any such Fidelity Loss, the Insured shall furnish the Company, at the address set out above, sworn proof of loss with full particulars including all relevant information in their possession in relation to the Fidelity Loss and such further information as may be required by the Company.

### **B) Subrogation and Recoveries**

Claims Condition: Subrogation and Recoveries for this Fidelity Policy Section shall be replaced, or shall apply where absent, as follows;

1. In the event of any payment under this Fidelity Policy Section, the Company shall be subrogated to the extent of such payment to all the Insured's rights of recovery. The Insured shall do everything necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable the Company effectively to bring proceedings in the name of the Civil Society.
2. Provided however that in no event shall the Company exercise its rights of subrogation against any equity partner, member, director or Employee of the Civil Society unless such person is concerned or implicated in a Fidelity Loss covered under this Fidelity Policy Section.
3. All recoveries obtained by the Insured from other parties shall be allocated, after the settlement of any claim under this Fidelity Policy Section as follows:
  - (a) firstly, to the benefit of the Civil Society to reduce or extinguish the amount of the Civil Societies Fidelity Loss to the extent that it would have been paid under this Fidelity Policy Section but for the fact that such Fidelity Loss exceeds the Fidelity Limit of Indemnity together with any Retention where applicable;
  - (b) secondly, to the benefit of the Company for all sums paid in settlement of Fidelity Loss arising under this Fidelity Policy Section;
  - (c) thirdly, to the benefit of the Civil Society for the amount of the Retention under this Fidelity Policy Section.

All recoveries shall be applied as herein only after deduction of the reasonable cost of obtaining such recovery. All recoveries made prior to settlement of any claim under this Fidelity Policy Section shall be held for the benefit of the Company and applied as stated herein after settlement if any is made.

### **C) Valuation**

The Company shall not be liable for more than:

1. the actual market value of Securities at the close of business on the business day immediately preceding the day on which the Fidelity Loss was Discovered or the actual cost of replacing Securities whichever is less plus the cost of posting any required lost instrument bond (which cost shall be paid by the Company on behalf of the Civil Society);
2. the cost of blank material such as blank pages, tapes or other materials plus the cost of labour and computer time for the actual transcription or copying of Data which shall have been furnished by the Insured in order to reinstate books of account and other records;
3. the cost of labour for the transcription or copying of electronic data furnished by the Insured in order to reinstate such electronic data;
4. the value of a foreign currency calculated in pounds sterling at the rate of exchange published as The Financial Times closing mid point rate on the date of Discovery;
5. the actual cash value of Covered Property at the time of loss or the actual cost of repairing or replacing the Covered Property with property of similar quality or value whichever is less.

All recoveries shall be applied as herein only after deduction of the reasonable cost of obtaining such recovery. All recoveries made prior to settlement of any claim under this Fidelity Policy Section shall be held for the benefit of the Company and applied as stated herein after settlement if any is made.

## **V. Charity Protection Professional Indemnity**

This Policy shall extend to include Charity Professional Indemnity Cover provided that You are a Charity.

### **A Charity Professional Indemnity Insuring Clause**

The Company shall pay on behalf of the Charity, Loss arising from Claims first made against the Charity during the Period of Insurance,

*provided that;*

- A) any act error or omission actually or allegedly committed arises out of the provision of the Professional Services of the Charity; and
- B) such Claim is notified to the Company during the Period of Insurance or any applicable Discovery Period; and
- C) the Company shall not be liable to indemnify the Charity in respect of any Excess;
- D) You are a Charity

## **B Charity Professional Indemnity Limit of Liability**

The Company shall indemnify the Charity for Loss arising from all Claims and all Related Claims first made against the Charity during the Period of Insurance or any applicable Discovery Period,

*provided that;*

- A) The Limit of Liability shall not apply separately for each Insured; and
- B) Loss sustained or Loss arising out of any one Claim and all Related Claims sustained by any or all Charities shall not exceed the amount for which the Company would have been liable had all such Loss been suffered by any one Insured; and
- C) The maximum liability of the Company during the Period of Insurance under this Extension shall be as detailed in the Policy Schedule
- D) The Charity shall be liable to pay the Excess as detailed in the Policy Schedule

## **C Charity Professional Indemnity Exclusions**

### **1 Exclusions applicable to all types of Loss**

The Company shall not be liable to indemnify the Charity against any Loss which arises directly or indirectly based on arising out of or in any way involving (the "Exclusions");

#### **A) Adjudication and Arbitration**

any Claim arising out of or related to any

- i) decision made against the Charity by an adjudicator who was not independent of the parties to the dispute
- ii) adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the Insured than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996
- iii) arbitration award made in respect of any Claim or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland unless that seat was agreed to by the Company;

#### **B) Asbestos Risks**

any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving the presence of, the release of, or the exposure of persons buildings or property to any material fibres or particles containing crocidolite, amosite, chrysotile fibrous, actinolite fibrous, anthophyllite or fibrous tremolite or any mixture containing any of those minerals;

#### **C) Bodily Injury to Employees**

any liability arising out of death, disease, illness or bodily or mental injury to an Employee arising out of and in the course of such employment for or on behalf of the Charity;

#### **D) Bodily Injury to Others or Damage to Property**

any liability arising out of death, disease, illness or bodily or mental injury to;

- i) any other person; or
- ii) loss of or damage to property

unless arising out of advice design specification or omission to perform a professional duty;

#### **E) Contractual Agreement**

- i) any express guarantee given by the Charity; or
- ii) any express contractual penalty made between the Charity and a third party; or
- iii) any acceptance by the Charity of liability for liquidated damages;

in so far as liability assumed by the Charity exceeds the amount of the Charity's liability in the absence of such agreement;

#### **F) Design, Manufacture, Construct and Supply**

any Claim arising from the provision of advice, design or specification where the Charity contracts to;

- i) manufacture construct erect or install; or
- ii) supply materials or equipment;

#### **G) Employment Wrongful Act**

any Employment Wrongful Act;

- H) Financial Institution  
any activity that involves the provision of advice or assistance or representation for the application of services provided for as a Financial Institution and for which such services are regulated by the Financial Conduct Authority;
- I) Goods and Services
- i) the supply of any goods by or on behalf of the Charity or products manufactured constructed altered repaired treated sold supplied or distributed by or on behalf of the Charity;
  - ii) any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Charity of goods or services;
- J) Nuclear  
Loss or destruction of or damage to any property whatsoever or any Loss or expense of whatsoever nature resulting or arising therefrom or any legal liability of whatsoever nature 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; or
  - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- K) Pension and Benefit Schemes  
any Claim arising from any plan programme or scheme providing benefits to the Charity or any Employees;
- L) Previous Claims or Circumstances
- i) the consequence of any Circumstance
    - a) notified under any insurance which was in force prior to the inception of this Policy; or
    - b) known to the Charity or which should have been known to the Charity at the inception of this Policy which might reasonably be expected to produce a Claim;
  - ii) any Claim made against the Charity prior to the Period of Insurance;
- M) Professional Services  
Professional Services undertaken by or on behalf of the Charity arising from, that involves or in connection with:
- i) investment; or
  - ii) tax advice;
  - iii) any Legal Activity;
  - iv) architectural; or
  - v) structural design; or
  - vi) the provision of medical services;
- N) Spite or Reckless Behaviour  
any Claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour;
- O) Trading Liabilities  
any trading losses or trading liabilities incurred in connection with any business managed or carried on by the Charity including loss of any client account or business;
- P) Transportation or Property  
the ownership, use, occupation or leasing of mobile or immobile goods or property by or on behalf of the Charity;
- Q) Trustee Liability  
any Claim against any Charity in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee;
- R) North American Jurisdiction and Operations
- i) damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim; or
  - ii) the enforcement upholding or registration against the Charity by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim; or
  - iii) the operations of the Charity or any Trustee, principal partner, Member director Employee agent branch subsidiary or parent company of the Charity in North America.
- S) War and Terrorism
- i) any Claim arising directly or indirectly out of any war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power); or
  - ii) Terrorism.



## VI. Exclusion

### A Exclusions applicable to all Insuring Clauses

The Company shall not be liable to indemnify the Insured against any Loss which arises:

1) Bodily Injury/Property Damage

for any bodily injury, mental anguish or emotional distress, illness, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof,

*provided that;*

- A) this Exclusion shall not apply to bodily injury in respect of that element of Loss for Insured Persons comprising Defence Costs otherwise covered under Claims Condition B. ("Allocation") unless and until such time as that Insured has been found by way of any judgment or other final adjudication to have committed such act of dishonesty or fraud; and
- B) the Company reserves its right to reduce liability under this Policy by an amount that fairly represents the extent to which the Company's interests have been prejudiced by the Policyholder's act or omission to have placed or in force valid and collectable valid and collectable Employers Liability and Third Party Liability insurance; and
- C) Loss has not been declined, refused, exhausted under a valid and collectible Property Damage, Employers Liability and Third Party Liability insurance;
- D) this exclusion shall not apply to cover provided for under V. Charity Protection Professional Indemnity

2) Fraud or Dishonesty

directly or indirectly based on, arising out of, or in any way involving any act of dishonesty or fraud found by way of any judgment or other final adjudication to have been committed by any Insured,

*provided that*

this Exclusion shall not apply in respect of that element of Loss comprising Defence Costs otherwise covered under Claims Condition B. ("Allocation") unless and until such time as that Insured has been found by way of any judgment or other final adjudication to have committed such act of dishonesty or fraud;

3) Illegal Profit or Advantage

directly or indirectly based on, arising out of, or in any way involving any Insured being found by way of judgment or other final adjudication to have gained any profit or advantage or to have received any remuneration to which that Insured was not legally entitled,

*provided that*

this Exclusion shall not apply in respect of that element of Loss comprising Defence Costs otherwise covered under Claims Condition B. ("Allocation") unless and until such time as that Insured has been found by way of any judgment or other final adjudication to have gained any profit or advantage or to have received any remuneration to which that Insured was not legally entitled;

4) Prior Knowledge of Fact, Circumstance or Situation

directly or indirectly based on, arising out of, or in any way involving any fact, Circumstance or situation:

- A) which has been or should have been the subject of any written notice given under any contract of insurance of which this Policy is a direct or indirect renewal or replacement; or
- B) alleged in, relating to or underlying any written demand for monetary damages or other relief or any civil, criminal or administrative or regulatory proceeding (including arbitration) pending on or prior to the Original Inception Date;

5) Retroactive Date

directly or indirectly based on, arising out of, or in any way involving any Wrongful Act committed on or before the Retroactive Date.

### B Severability of Exclusions

No fact pertaining to or knowledge possessed by any Insured shall be imputed to any other Insured for the purposes of applying any of the Exclusions set out in sub-section A. ("Exclusions applicable to all Insuring Clauses") above.

## VII. Conditions

### A Acquisition or Creation of Subsidiary

A) Subject to (b) and (c) below, if during the Period of Insurance any Civil Society creates or acquires a new Subsidiary (either directly or indirectly):

- i) that new Subsidiary shall be automatically covered under this Policy in relation to Wrongful Acts committed or alleged to have been committed after the date the new Subsidiary was created or acquired by the Civil Society; and
- ii) the Civil Society shall not be required to provide the Company with any particulars of the new Subsidiary until the next renewal date following creation or acquisition of the Subsidiary,

B) The automatic coverage provided under (a) above shall not apply if a new Subsidiary created or acquired by any Civil Society:

- i) has gross consolidated assets that increase the gross consolidated assets of the Civil Society by more than fifty per cent (50%) (by reference to the Civil Society's most recent consolidated annual accounts);
- ii) is a Financial Institution;

- iii) has any of its Securities listed on any exchange;
  - iv) is situated outside of the United Kingdom and in a country in which the Civil Society does not already hold a Subsidiary; or
  - v) has increased the number of Employees by more than 50% in the Period of Insurance;.
  - vi) if such new Subsidiary employs any person in the USA.
- C) If any Civil Society acquires or creates a Subsidiary that falls within the parameters specified in (b) above, the cover provided under this Policy shall be extended to such new Subsidiary in relation to Wrongful Acts committed or alleged to have been committed after the date the new Subsidiary was created or acquired by the Civil Society, *provided that*, in respect of that new Subsidiary, You shall:
- i) provide the Company with written notice of any such creation or acquisition as soon as possible, together with such additional information as the Company may require;
  - ii) accept any notified alteration in the terms of this Policy that the Company (at its sole and absolute discretion) may require; and
  - iii) pay any additional premium that the Company (at its sole and absolute discretion) may require.
- D) Once the conditions precedent set out in (c) above have been met the Company shall include the new Subsidiary within the scope of this Policy by way of endorsement.
- E) The Company shall have no liability under (c) above in respect of any matter which the Insured fails to notify to the Company in accordance with the requirements of this Clause A (“Acquisition or Creation of Subsidiary”).
- F) The Company shall, at its sole and absolute discretion, be entitled to consider the provision of retroactive cover for any new Subsidiary in respect of Wrongful Acts committed or alleged to have been committed prior to the date of any such acquisition or creation upon specific request from You.
- G) If the Company, at its sole and absolute discretion, agrees to provide such retroactive cover referred to above it shall be recorded by way of an endorsement to this Policy.

#### **B Alteration and Assignment**

No change in, modification of, or assignment of interest under this Policy shall be effective without a written endorsement to this Policy agreed and issued by the Company

#### **C Acquisitions Prior to the Period of Insurance**

If a new Subsidiary has been acquired by the Civil Society prior to the Period of Insurance, such Subsidiary shall be covered under this Policy but only for Losses in relation to Wrongful Acts committed or alleged to have been committed:

- A) after the date on which such Subsidiary was acquired by the Civil Society; and
- B) during the Period of Insurance.

#### **D Authorisation Clause**

You shall act on behalf of all Insureds with respect to:

- A) the giving and receiving of notice of any Claim or Circumstance;
- B) the payment of premiums and the receiving of any return premiums that may become due under this Policy;
- C) the negotiation, agreement to and acceptance of endorsements to this Policy; and
- D) the giving or receiving of any notice provided for in this Policy except the giving of notice to apply for any Discovery Period which extends to include Insured Persons.

#### **E Cancellation of the Insured’s Fixed Sum Loan Agreement**

The Company shall have the right to terminate this Policy with immediate effect if there is a default in instalment payments due under any linked loan agreement.

#### **F Defence Costs**

Defence Costs incurred by the Company, or by the Insured with the written consent of the Company shall form part of and shall not be in addition to the applicable Limit of Indemnity and the payment by the Company of any such Defence Costs shall correspondingly reduce such Limit of Indemnity.

#### **G Discovery Period**

- A) The Insured Persons or You shall be entitled to elect a Discovery Period on the terms set out below if:
  - i) The Company declines to offer any terms for renewal of this Policy; or
  - ii) You make a specific written request to the Company for such Discovery Period, which is accepted by the Company.
- B) Subject to (c) below, the terms of the Discovery Period shall be 12 months for fifty per cent (50%) of the Full Annual Premium payable in respect of this Policy.
- C) Options to purchase a Discovery Period of up to 72 months may be available but shall be at the Company’s sole and absolute discretion.

- D) The application to elect any Discovery Period shall be given to the Company within 30 calendar days of the expiry of the Period of Insurance, and payment of the requisite premium, if applicable, in respect of that Discovery Period shall be made within 30 calendar days of the expiry of the Period of Insurance (such premium being non-refundable). Any time delay between the expiry of the Period of Insurance and the election of any Discovery Period shall form part of and shall not be in addition to the Discovery Period elected.
- E) If a Merger or administration takes place, You shall not be entitled to purchase a Discovery Period on the terms set out in this Extension, however within 30 calendar days of the expiry of the Period of Insurance You may request a quotation from the Company for a Discovery Period. The Company shall consider such request and may, at its sole and absolute discretion, offer a Discovery Period on such terms as the Company may consider appropriate.
- F) At any time during:
  - i) the 30 calendar day application period referred to in (d) above; and
  - ii) the Discovery Period,
 (and without prejudice to VIII. Claims Condition A.2. ("Claims Notification")) You and the Insured Persons shall be entitled to continue to notify Claims and Circumstances to the Company but only in respect of Wrongful Acts committed prior to the expiry of the Period of Insurance. Any such Claim or Circumstance so notified to the Company during the Discovery Period shall be deemed to have been notified during the Period of Insurance.
- G) If the Insured Persons or You elect a Discovery Period then upon expiry of such Discovery Period no further Discovery Period will be available under this policy (except as provided for under I. Trustee Liability C. Trustee Extensions 18. Retired & Former Directors)
- H) The purchase by the Insured of any Discovery Period shall not increase or reinstate the applicable Limit of Indemnity (which shall continue to be the Company's maximum liability for the Period of Insurance and Discovery Period combined).

#### **H Dispute Resolution**

Subject to Claims Condition B ("Allocation") and Claims Condition D ("Disputes as to Contesting Legal Proceedings") of this Policy, any dispute arising in respect of this Policy, or any obligations, whether contractual or non-contractual, arising out of or in respect of it, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

#### **I Interpretation of Legal References**

Any legal references within this Policy shall include any equivalent legal provision in the jurisdiction of Your ordinary residence or location of the risk insured, *provided that* such jurisdiction falls within the territorial scope of this Policy.

#### **J Law Applicable**

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Company has agreed with You that the law which applies to this contract is the law which applies to the part of the United Kingdom in which You are based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which You are based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which You are based, or, if You are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which You are based.

#### **K Partial Invalidity**

If any provision of this Policy is, or becomes, invalid or unenforceable in accordance with the law to which this Policy is subject, such provision shall be deemed to be deleted and all other terms and conditions of this Policy shall remain in full force and effect.

#### **L Severability**

The Proposal shall be construed as a separate application for cover by the Company and each of the Insured Persons with respect to the statements, representations and declarations contained therein.

No fact relating to, or statement of, or knowledge possessed by, any Insured Person shall be imputed to any other Insured Person for the purpose of determining the availability of cover under this Policy.

Provided that no cover shall be provided under this Policy in respect of:

- a) any Insured Person who knew of such misrepresentation or non-disclosure; or
- b) the Civil Society where the Civil Society has a requirement, legally or otherwise, to indemnify any Insured Person with knowledge of such misrepresentation or non-disclosure.

#### **M Retention/Excess**

A) The Company's liability under this Policy for any Loss arising from:

- i) any single Claim; and
- ii) any and all Related Claims,

shall apply only to that part of such Loss which is excess of the applicable Excess.

B) The Insured shall bear at their own risk the amount of any applicable Excess in respect of:

- i) each and every Claim; and
- ii) any Related Claim.

- C) If the Civil Society is permitted or required to indemnify any Insured Persons in respect of any Loss suffered by them but fails to do so, the Company shall pay such Loss directly to that Insured Person on behalf of the Civil Society, *provided that* the Civil Society shall be liable to pay any applicable Excess.
- D) In respect of I. Trustee Liability and II. Civil Society Liability any Excess borne by an Insured in respect of any Claim shall be reimbursed by the Company if final judgment or adjudication is given in favour of an Insured by a court or tribunal of competent jurisdiction. For the purposes of this condition, final judgment or adjudication shall only be adjudged to have been given when all rights of appeal to higher courts or tribunals have been foregone or exhausted.
- E) Any Excess shall not form part of the Limit of Indemnity and it shall be payable by the Insured before the application of the Limit of Indemnity.

## **N Territory**

Unless otherwise endorsed, the insurance cover provided under this Policy shall extend worldwide.

## **O Transactions Changing Coverage**

### 1) Acquisition, Merger or Winding Up of You

Unless otherwise agreed in writing by the Company (at its sole and absolute discretion), this Policy shall terminate for all Insureds upon:

- A) the acquisition of Your entire issued share capital or of all or substantially all of Your assets, by another entity, or the Merger or consolidation of You into or with another entity such that You are not the surviving entity;
- B) the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of Your directors;
- C) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, trustee or other similar insolvency appointee or fiduciary to You; or
- D) the winding-up of You (but not, for this purpose, any Subsidiary).

Following the termination of this Policy pursuant to the above, You shall be entitled to continue to notify Circumstances and Claims that first arise prior to the termination of the Policy (or any applicable Discovery Period),

*provided that:*

- i) cover shall only apply to any Loss or that part of any Loss that arises as a direct result of a Wrongful Act occurring prior to the termination of this Policy; and
- ii) this Policy has not been replaced by a similar policy of insurance issued by the Company or by another insurer irrespective of whether such other insurance provides cover for loss sustained prior to the effective date of that similar policy of insurance.

### 2) Disposal or Winding Up of Subsidiary Companies

Unless otherwise agreed in writing by the Company, this Policy shall terminate for a Subsidiary upon;

- A) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, trustee, or other similar insolvency appointee or fiduciary in respect of such Subsidiary; or
- B) falling outside of the definition of Subsidiary.

Following the termination of this Policy pursuant to the above, You shall be entitled to continue to notify Circumstances and Claims that first arise prior to the termination of the Policy,

*provided that*

cover shall only apply to any Loss or that part of any Loss that arises as a direct result of a Wrongful Act occurring prior to the termination of this Policy.

## **VIII. Claims Conditions**

### **A Claims Notification**

In order for Claims to be accepted and paid under this Policy the Civil Society must comply with this Condition

- 1) Subject to Claims Condition A.2 below, You must immediately give written notice to the Company as soon as possible after You receive notice of any Claim or a Claim has been first made or You become aware of any Circumstances, *provided that,*

notwithstanding the above, such written notice shall be given to the Company:

- A) during the Period of Insurance (or any applicable Discovery Period); or
- B) within 60 calendar days for Claims made to the Insured that have not been notified to the Company for the Period of Insurance immediately prior to expiry (excluding any Discovery Period).
- C) the Company will not make any payment unless notification is made in accordance with this section.

- 2) If You fail You do not exist as an entity or refuse to give notice under Claims Condition A.1 above a Trustee shall be entitled to give written notice of a Claim directly to the Company,

*provided that*

all other terms and conditions of Claims Condition A.1 shall otherwise apply.

- 3) Notification of any Claim or Circumstance pursuant to Claims Conditions A.1 and A.2 above shall be sent to the Company at the Claims Department, Professional & Financial Risks, St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL and marked for the attention of the "Professional & Financial Risks Claims Manager, Profin & Major Claims".

Each notification shall so far as possible provide full details of the Claim or Circumstance including, but not limited to:

- A) the identity of the claimant or potential claimant;
  - B) the nature of the Claim;
  - C) the likely quantum of the Claim; and
  - D) Your preliminary views (and those of the Insured) on the merits of such Claim and You shall provide the Company with such further information and documentation (where appropriate documentation includes evidence of invoices, receipts, proof of payments and the like) as it may reasonably require.
- 4) Any Claim arising from any notification of Circumstances shall be deemed to have been made in the Period of Insurance (including any applicable Discovery Period) in which the Circumstances were first notified to the Company.
  - 5) If the terms of this Condition have not been complied with and as a direct consequence, the amount for which the Company is liable under this Policy has increased, then no payment shall be made by the Company in respect of the amount of such increase.

## **B Allocation**

- 1) If and to the extent that an Insured incurs both a Loss (or part thereof) insured by this Policy and a Loss (or part thereof) not insured by this Policy (either because a Claim is made against both Insured Persons and the Civil Society or because a Claim includes both a Loss which is insured and a Loss that is not) the Company shall negotiate in good faith with the Insured to determine a fair and reasonable allocation of the insured and uninsured Loss taking into account the relative legal exposures of the Company and the Insured with respect to the insured and uninsured Loss. Whilst such Claim referred to above is ongoing the Company shall advance all Defence Costs to any Insured Persons whilst they are named in any legal action or Investigation,  
*provided that*  
such Defence Costs shall not be included in any allocation of the insured Loss.
- 2) If the Insured and the Company cannot agree on an 'insured vs. uninsured' allocation in respect of Loss, the Insured and the Company shall submit the issue of allocation to a Queen's Counsel. The identity of the Queen's Counsel shall be agreed between the parties and failing agreement within 30 calendar days of one party receiving written notice of a nomination being made by the other party, shall be chosen by the Chairman for the time being of the Bar Council whose decision shall be binding on the Company and the Insured. The Queen's Counsel shall be directed to apportion all costs of the determination between the Company and the Insured as the Queen's Counsel so determines.
- 3) All references to Queen's Counsel and Chairman of the Bar Council include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status or equivalent appointee.

## **C Defence and Cooperation**

- 1) The Company shall have the right (but is not obliged or required) to:
  - A) conduct, in the name of the Insured, the defence and settlement of any Claim insured, either in whole or in part, under this Policy; and
  - B) appoint lawyers or other representatives for this purpose (even if any of the allegations against the Insured are groundless, false or fraudulent),  
*provided that*  
the Company's right to conduct such defence or appoint such lawyer or other representatives shall cease upon exhaustion of the Limit of Indemnity.
- 2) With respect to any Claim or Circumstance notified under this Policy:
  - A) the Insured shall execute all papers required and shall do everything necessary to defend such Claim and provide the Company with all information, documentation, assistance and co-operation as the Company may reasonably request; and
  - B) the Company shall advance to the relevant Insured the amount of any Defence Costs in excess of any applicable Excess,  
*provided that*  
if and to the extent it is finally established or determined that such Defence Costs (or any part thereof) are not insured under this Policy, the Insureds, severally according to their respective interests under this Policy, shall repay such uninsured Defence Costs to the Company.
- 3) The Insured shall not settle or offer to settle any Claim, incur any Defence Costs or otherwise assume any contractual obligation or admit any liability with respect to any Claim, without the Company's express prior written consent (such consent shall not be unreasonably denied, withheld or delayed). The Company shall not be liable for, and any applicable Excess shall not be depleted or exhausted by any settlement, Loss or Defence Costs, assumed obligation or admission to which the Company has not provided its express prior written consent (such consent shall not be unreasonably denied, withheld or delayed).



4) If a Claim arises the Insured shall:

- A) do nothing that prejudices the Company's position or its potential or actual rights of recovery in respect of that Claim; and
- B) at all times use reasonable endeavours to do, and concur in doing, all such things as are reasonably practicable to avoid or diminish any Loss that may arise in respect of that Claim and assist with the defence or settlement of any Claim.

The Company shall be entitled to undertake any investigation it deems necessary in respect of such Claim. For the purposes of (b) above, "reasonable endeavours" in this context shall include, but not be limited to, the self reporting to any regulator an actual or suspected material breach of a Civil Society's or an Insured Person's legal or regulatory duties where the Civil Society or Insured Person is required to give notice of such an actual or potential breach,

*provided that:*

- i) the cost incurred by the Insured in taking any such steps shall constitute Defence Costs; and
- ii) any self-reporting shall not constitute an admission of liability on the part of the Insured with regard to any Claim.

#### **D Disputes as to Contesting Legal Proceedings**

- 1) In the event of any disagreement arising between the Company and an Insured as to whether or not to contest or settle any legal proceedings or proceed with any appeal of a decision of a Court, the issue shall be remitted to a Queen's Counsel whose decision on the probability of successfully defending the Claim or the acceptability of the proposed terms of settlement or the probability of succeeding on appeal shall be final and the Company and the Insured shall be bound by that decision.
- 2) The identity of such Queen's Counsel referred to in Claims Condition D.1 above shall be agreed by the Company and You or, failing such agreement within 30 calendar days of one party receiving written notice of a nomination being made by the other party, by the Chairman for the time being of the Bar Council.
- 3) The costs and expenses of the Queen's Counsel referred to in Claims Conditions D.1 and D.2 above shall be deemed to form part of the Defence Costs.
- 4) All references in this Claims Condition D to Queen's Counsel and Chairman of the Bar Council include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status or equivalent appointee.

#### **E Other Insurance**

The insurance cover provided under this Policy shall only apply in excess of the cover and limits of any other valid and collectible contract of insurance providing cover to the relevant Insured (including, but not limited to, any insurance which is stated to be primary, contributory, excess, contingent or otherwise), unless such other contract of insurance and the cover and limits stated therein is specifically stated to operate in excess of this Policy.

If at the time of any Loss that is insured under this Policy there is any other contract of insurance effected by or on behalf of any Insured that covers the same Loss, the liability of the Company under this Policy to indemnify the Insured in respect of such Loss shall be limited to the Insured's rateable portion (as between this Policy and such other contract of insurance) of such Loss, subject always to the Limit of Indemnity and any applicable coverage Extensions.

Any Loss which is covered partly by this Policy and partly by another contract of insurance (including any contract of insurance of which this Policy is a renewal) issued by the Company to the Insured for which any previous applicable Discovery Period has not expired, shall be limited to the *larger amount and broader cover of:*

A) that provided under such previous contract of insurance;

and

B) this Policy,

and shall not be cumulative.

#### **F Related Claims**

For the purposes of the cover provided under this Policy all Related Claims shall be deemed to be one Claim, and such Claim shall be deemed to have first arisen on the date the earliest of such Related Claims first arises, regardless of whether such date is before or during the Period of Insurance (or any applicable Discovery Period).

#### **G Subrogation and Recoveries**

- 1) If any payment is made by the Company to an Insured pursuant to this Policy in respect of any Loss:
  - A) The Company shall, to the extent of such payment, be subrogated to all the Insured's rights of recovery in respect of such Loss; and
  - B) the Insured shall do everything reasonably necessary to secure and preserve such rights of recovery referred to in (a) above (including, but not limited to, the execution of such documents as are necessary to enable the Company to bring proceedings or otherwise exercise its rights of subrogation in the name of the Insured).



- 2) Notwithstanding Claims Condition G.1 above, the Company shall not be entitled to exercise its rights of subrogation against an Insured Person unless such Insured Person has been fraudulent, committed a criminal act or obtained any profit or advantage to which such Insured Person was not legally entitled.
- 3) Any and all recoveries obtained by the Insured from any other party in respect of any Loss insured under this Policy shall be allocated, after the settlement of any Claim, from the top down in respect of such Loss as follows:
  - A) *firstly*, to the benefit of the Insured to reduce or extinguish the amount of the Insured's Loss if and to the extent that such Loss would have been paid under this Policy but for the fact that the amount of such Loss exceeds the Limit of Indemnity together with any applicable Excess;
  - B) *secondly*, to the benefit of the Company for all sums paid in settlement of any Loss arising under this Policy; and
  - C) *thirdly*, to the benefit of the Insured for the amount of any applicable Excess,
 

*provided that:*

    - i) such allocation shall only apply after the deduction by the relevant party of the reasonable costs incurred by them (or on their behalf) in obtaining such recovery; and
    - ii) any and all recoveries made prior to settlement of any Claim shall be held for the benefit of the Company and only be so allocated after that Claim has been settled (if applicable).

## IX. Definitions

### 1 Definitions

#### A Benefits

Benefits means perquisites, fringe benefits, amounts due or payments made in connection with an employee benefit plan or pension scheme, share or stock options or any other right to purchase, acquire or sell shares or stock, and any other obligation or payment, made to or for the benefit of an Employee other than salary (including bonus) or wages.

#### B Charity

Charity means any Policyholder and its Subsidiaries that;

- 1) has a defined charitable purpose; and
- 2) is regulated by a Charity Commission or similar body.
- 3) is a social enterprise or community interest company (CIC)
- 4) is an informal not for profit or voluntary group and is registered in United Kingdom, Channel Islands or the Isle of Man

#### C Circumstance

Circumstance means an incident, occurrence, fact, matter, act or omission which might reasonably be considered to give rise to a Claim.

#### D Civil Society

Civil Society means You and Your Subsidiaries

#### E Claim

Claim means:

- 1) service of a Claim Form, counterclaim, Related Claim, Application Notice, Notice of Appeal, Witness Summons or similar legal document (including an application for any related injunction) served upon any Insured in respect of a Wrongful Act;
- 2) any arbitration proceeding or request to nominate an arbitrator served upon any Insured in respect of a Wrongful Act;
- 3) any written communication (including electronic communications), whether or not containing a demand for compensation or damages, received by any Insured threatening commencement of proceedings in respect of a Wrongful Act, and any written demand against any Insured Person for monetary damages, reinstatement or other non-monetary relief;
- 4) any criminal prosecution of an Insured Person resulting from a Wrongful Act;
- 5) any notice of an Investigation commenced by the filing of a notice of charge, formal investigative order, questionnaire or similar document:
  - A) into the affairs of the Civil Society or the affairs of an Outside Entity as provided in Trustees Liability Extension C.14 ("Outside Directorship/Entities") and where an Insured Person is required to attend or give evidence; or
  - B) involving a Wrongful Act alleged to have been committed by an Insured Person or in respect of which an Insured Person is required to attend or give evidence by reason of that Insured Person acting in their capacity as a Trustee, and
- 6) any proceedings brought against any Insured Person during the Period of Insurance by any Official Body seeking:

- A) extradition of an Insured Person where the allegations from which the extradition proceedings result arise from a Wrongful Act by reason of that Insured Person acting in their capacity of a Trustee;
  - B) confiscation, assumption or ownership and control, suspension or freezing of rights of ownership of real property or personal assets of any Insured Person;
  - C) a charge over real property or personal assets of such Insured Person;
  - D) a temporary or permanent prohibition on such Insured Person holding the office or performing the function of a Trustee of the Civil Society;
  - E) restriction of such Insured Person's liberty to a specified domestic residence or an Official Detention; or
  - F) deportation of an Insured Person following revocation of otherwise proper, current and valid immigration status for any reason *other than* an Insured Person's conviction of a crime,
- provided that any Claim is first made against, or received by, an Insured Person during the Period of Insurance.

**F Client**

Client means a party to whom a Civil Society provides goods or services under written contract or for a fee.

**G Clean-Up Costs**

Clean-Up Costs means:

- 1) rewriting or amending the software programs or systems where such rewriting or amending is necessary to correct the programs, systems or the security codes;
- 2) duplicating destroyed or damaged electronic data or computer programs from other electronic data or computer programs which shall have been furnished by the Civil Society and in the event that destroyed or damaged computer programs cannot be duplicated from other computer programs, the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonably necessary to restore the computer programs to substantially the previous level of operational capability, but shall not include costs arising:
  - a) as a result of the reconstitution of Data recorded on magnetic or optical media if there are no analysis files specifications or backups of software or Data held outside the Premises; or
  - b) as a result of the reconstitution of Data if the Civil Society knowingly uses illegal copies of programs:
    - i) to render the information usable by replacement processing equipment; or
    - ii) to design update or improve the software or programs or to perfect their operation or performance; or
- 3) as a result of an alteration in Data held on magnetic media due to the effect of magnetic fields their incorrect use or the obsolescence of the Computer System.

**H Computer Clean-up Costs**

Computer Clean-Up Costs means reasonable Clean-Up Costs following the fraudulent use of computer hardware, software or Computer System which are the subject of a loss covered under this Policy.

**I Computer Fraud**

Computer Fraud means loss of Covered Property, Money or Securities due to any fraudulent or dishonest manipulation by a Third Party of the Civil Society's computer hardware, software programs or Computer System.

For the avoidance of doubt, Computer Fraud does not include:

- 1) the use of any computer to fraudulently cause a transfer of funds belonging to the Insured or for which the Civil Society is responsible from an account maintained by the Civil Society at a financial institution; or
- 2) charges for which the Civil Society is legally liable directly resulting from the fraudulent and unauthorised access and use of a telecommunications system.

**J Computer System**

Computer System shall mean any Civil Society computer network, software programmes or similar electronic social media content for which the Civil Society is responsible.

**K Contribution**

Contribution means Excess

**L Corporate Trustee**

Corporate Trustee means a company incorporated for the purpose of administering the Charity or of acting as Trustee of the Charity.

**M Coverage Section**

Coverage Section shall mean the terms and conditions relating to each of I. Trustee Liability, II. Civil Society Liability, III. Employment Practices Liability and where applicable IV. Charity Protection Fidelity Cover & V. Charity Protection Professional Indemnity.

**N Covered Property**

Covered Property means tangible property other than Money or Securities

**O Criminal Act**

Criminal Act means theft, fraud or dishonesty committed with the clear intent of obtaining an improper personal financial gain for the Employee or for any other person or organisation intended to receive such gain; but in respect of trading or dealing in commodities, futures, options, currency, foreign exchange and the like this Fidelity Policy Section shall only apply if such act is committed by the Employee with the intent to cause the Civil Society Fidelity Loss and with the clear intent of obtaining an improper personal financial gain for the Employee or for any other person or organisation intended to receive such gain. For the purposes of this definition “improper personal financial gain” shall not include salary, commissions, fees, bonuses, promotions or other emoluments or benefits earned in the normal course of employment.

**P Cyber Liability Event**

Cyber Liability Event means any Wrongful Act as provided in VII Trustee Definitions 000. Wrongful Act I. (“an Insured Person”) arising from use of any Computer System or Data for which the Civil Society is legally liable.

**Q Data**

Data characters, or symbols on which operations are performed by a computer, being stored and transmitted in the form of electrical signals and recorded on magnetic, optical, or mechanical recording media the property of any Civil Society or for which any Civil Society is responsible that is required by law to be protected from public disclosure.

**R Defence Costs**

Defence Costs means that part of a Loss consisting of any costs, charges and fees (including, but not limited to, lawyers’ and agents’ fees and expenses) incurred by the Company or reasonably and necessarily incurred by the Insured:

- 1) in defending, investigating or settling any Claim or assisting the Company in investigating, defending or settling any Claim (including the amount of any premiums paid for any insurance instruments or bonds which may be required in certain jurisdictions to institute an appeal or enter a Court appearance);
- 2) in respect of the attendance or giving of evidence by any Insured Person at any Investigation into the affairs of the Civil Society or the affairs of an Outside Entity as provided in Trustee Liability Extension C.14 (“Outside Directorship/Entities”);
- 3) in respect of any Investigation involving a Wrongful Act alleged to have been committed by any Insured Person or relating to which any Insured Person is required to attend or give evidence by reason of them acting in their capacity as a Trustee; or
- 4) in respect of an Employment Wrongful Act Defence Costs shall extend to include Preliminary Hearings where a Claim is Probable,

*provided that*

Defence Costs shall not include any regular or overtime wages, salaries, fees or benefits of the Trustees or Employees of the Charity

**S Deprivation of Assets Expenses**

Deprivation of Assets Expenses means the amount paid by the Insured directly to the provider of any:

- 1) schooling;
- 2) housing;
- 3) utilities; or
- 4) personal insurances,

as a direct result of any interim or interlocutory order confiscating or suspending the rights of ownership over personal assets or real property of any Insured Person during the Period of Insurance in circumstances where a personal allowance has been directed by a Court to meet such payments and that personal allowance has been exhausted.

**T Discovery**

Discovery means when a Trustee (not in collusion with a dishonest Trustee or Employee or any other person) first becomes aware of facts which would cause a reasonable person to believe that a Fidelity Loss covered by the Policy has been or is likely to be incurred, regardless of when the act or acts causing or contributing to such Fidelity Loss occurred, even though the exact amount or details of such Fidelity Loss may not then be known, and Discovered shall be construed accordingly.

**U Discovery/Discovered**

Discovery/Discovered means when a director, equity partner, member, officer or senior manager of the Civil Society (not in collusion with a dishonest Employee) first becomes aware of facts which would cause a reasonable person to believe that Fidelity Loss covered is likely to be incurred, regardless of when the act or acts causing or contributing to such Fidelity Loss occurred even though the exact amount or details of Fidelity Loss may not then be known. Discovery also means when the Civil Society receives notice of an actual or potential claim against it alleging facts that if true would constitute a covered Fidelity Loss.

Discovery made by one Civil Society shall constitute Discovery made by every Civil Society.

## **V Discovery Period**

Discovery Period means the period immediately following the expiry of the Period of Insurance during which You shall be entitled to continue to notify Claims or Circumstances pursuant to the terms of:

- 1) Policy Condition H. (Discovery Period); or
- 2) Trustee Extension C.18 ("Retired and Former Trustees"), (each as applicable) of this Policy.

## **W Documents**

Documents means:

- 1) documents (excluding bearer bonds, coupons, bank or currency notes or other negotiable instruments); or
- 2) computer systems records the property of the Insured or for which the Insured is legally responsible.

## **X Employee**

Employee means any natural person who was, or is, or becomes during the Period of Insurance:

- 1) an employee (which shall include trainees, casual, part-time, seasonal, temporary, voluntary and work experience personnel) of the Civil Society whilst acting in such capacity; or
- 2) seconded to the Civil Society and acting in such capacity.

## **Y Employment Wrongful Act**

Employment Wrongful Act means any error, misstatement, misleading statement, act, omission, neglect or breach of duty committed by any one or more Insured Persons in their capacities as such against any past, present or prospective Employee, Trustee or partner of Yours, in connection with any:

- 1) wrongful, unlawful or unfair dismissal, discharge or termination of employment;
- 2) breach of any written or oral employment contract or quasi-employment contract;
- 3) employment-related misrepresentation;
- 4) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin, sex, sexual orientation, religion, maternity, pregnancy, age and disability);
- 5) violation or non-compliance with legislation regulating working hours;
- 6) wrongful failure to employ or promote;
- 7) wrongful demotion;
- 8) wrongful discipline;
- 9) wrongful deprivation of a career opportunity;
- 10) failure to grant tenure;
- 11) failure to adopt adequate workplace or employment policies and procedures;
- 12) Retaliatory treatment of whistleblowers or others;
- 13) negligent evaluation;
- 14) employment-related invasion of privacy;
- 15) employment-related breach of data protection legislation;
- 16) employment-related libel, slander, humiliation and defamation;
- 17) failure to furnish accurate job references;
- 18) employment-related wrongful infliction of mental anguish or emotional distress; or
- 19) breach of any obligation which has been transferred to the Civil Society by virtue of the Transfer of Undertakings 2014 or the EC Acquired Rights Directive, save for any obligation which existed at or prior to the date of transfer.

## **Z Expenses**

Expenses means the necessary and reasonable costs, charges and fees incurred by the Insured or by the Company in investigating, defending or settling any Claim

*provided that*

Expenses shall not include

- 1) salaries, commissions, emoluments, fees or any other benefits from employment or costs and expenses normally incurred by the Insured in the absence of a Claim; or
- 2) costs and expenses incurred by a customer to whom the Insured provides goods or services under a written contract unless ordered by a court or other legally authorised tribunal; and
- 3) Expenses incurred without the prior written consent of the Company

## **AA Excess**

Excess means that part of each and every Claim or Loss, as applicable, which shall not be indemnified by the Company and is payable by the Insured, the amount of which is specified in the Schedule.

**BB Fidelity Limit of Indemnity**

Fidelity Limit of Indemnity shall mean the maximum aggregate shown in the Schedule

**CC Financial Institution**

Financial Institution means any entity whose principal business activity is as a clearing bank, deposit/lending bank, building society, foreign exchange broker or trader, merchant bank, stockbroker, securities broker, commodity trader or broker, derivative trader or broker, hedge fund, insurance broker, insurance company (general or life), financial advisor (including independent financial advisors), asset management company, investment trust provider, Independent Saving Account provider, unit trust or other financial investment provider, credit provider or currency exchange operation or any other similar entity.

**DD Fidelity Loss**

Fidelity Loss means direct financial loss sustained by the Civil Society (or for the purposes of V. Fidelity Extensions, B. Ownership & Client Coverage Extension, 2., direct financial loss sustained by a Client), arising from an act specifically insured under the Fidelity Insuring Clause within the Fidelity Section. All Fidelity Loss of any kind, sustained as a result of one act, omission, or event or series of events shall be deemed to be one loss for the purpose of the calculation of the Fidelity Limit of Indemnity or Retention regardless of when during the Period of Insurance or prior thereto, such acts occurred or the number of Civil Societies who sustain such loss.

**EE Full Annual Premium**

Full Annual Premium means the annual insurance premium payable by You, including any additional insurance premium which becomes payable immediately prior to the expiry of the Period of Insurance.

**FF Funds Transfer Fraud**

Funds Transfer Fraud means the Fidelity Loss of funds from an account maintained by the Civil Society at a financial institution (from which the Civil Society or their authorised representatives may request the transfer, payment or delivery of funds), following fraudulent electronic, telegraphic, cable, facsimile, teletype, telephone, or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from the Civil Society, but which are fraudulently transmitted or issued by a Third Party, are a forgery or fraudulently altered by a Third Party.

**GG Identity**

Identity means publicly available data held by an official registry or any other party which relates to the formation and identity of the Insured and relied upon by investors or vendors in establishing the financial standing and credit worthiness of the Insured.

**HH Identity Fraud**

Identity Fraud means the fraudulent modification, alteration or theft of Identity committed by an Employee or Third Party.

**II Identity Fraud Expenses**

Identity Fraud Expenses means reasonable and necessary:

- 1) fees, costs and expenses incurred solely to correct or reinstate public records following an Identity Fraud;
- 2) legal fees, costs and expenses incurred in applying for civil or criminal proceedings to be dismissed or withdrawn on the basis that the alleged liability resides with the perpetrator of the Identity Fraud; or
- 3) fees, costs and expenses incurred to employ the services of a professional private investigation agency to investigate the identity of the perpetrator of the Identity Fraud.

**JJ Insured**

Insured means:

- 1) the Insured Persons;
- 2) the Civil Society; or
- 3) You,

declared to the Company prior to the commencement of the Period of Insurance and as may be acquired or created during the Period of Insurance pursuant to the terms of Policy Condition A. ("Acquisition or Creation of a Subsidiary").

**KK Insured Persons**

Insured Persons means;

- 1) any natural person who was, is, or becomes during the Period of Insurance, a Trustee or manager;
- 2) any natural person falling within the definition of Insured in accordance with Definition III ("Trustee") who is incompetent, incapacitated, bankrupt or deceased and against whose estates, heirs, executives or other legal representatives claims are being pursued which would, absent such incompetence, incapacity, bankruptcy or death be covered by the Policy; and

- 3) in connection with Employment Wrongful Acts only, any Employee of the Civil Society or any natural person (whether self-employed or employed by an entity other than the Civil Society) who is contracted to and supervised by the Civil Society,  
*provided that:*
- A) the contract between that Employee of the Civil Society or natural person and the Civil Society provides for the Civil Society to indemnify that Employee or natural person in respect of any Claim and the Civil Society has agreed to do so; and
  - B) the Company has agreed (at its sole and absolute discretion) to provide such cover and each such Employee or natural person is added to the Policy Schedule by written endorsement.

**LL Investigation**

Investigation means any formal or official investigation (other than the Civil Society's own internal investigation) or where an official investigation is Probable: examination, dawn raids, site raids, regulatory interviews or other proceedings made or commenced during the Period of Insurance by a governmental body, professional body or other institution duly authorised to carry out such investigations.

**MM Investigation Expenses**

Investigation Expenses means expenses incurred solely to substantiate the amount of a Fidelity Loss covered but does not mean expenses paid by the Civil Society for salaries, wages or similar expenses.

**NN Legal Activity**

Legal Activity means

- 1) the provision of legal advice or assistance, or representation in connection with the application of the law or resolution of legal dispute;
- 2) any Reserved Legal Activity as defined in section 12 of the Legal Services Act 2007, namely:
  - (a) the exercise of a right of audience;
  - (b) the conduct of litigation;
  - (c) reserved instrument activities;
  - (d) probate activities;
  - (e) notarial activities;
  - (f) the administration of oaths.

**OO Limit of Indemnity**

Limit of Indemnity means the limit specified in the Policy Schedule.

**PP Kidnap & Ransom Event**

Kidnap & Ransom Event means the unlawfully seizing and carrying away of an Insured Person by force or fraud, or seizing and detaining an Insured Person with an intent to carry that person away at a later time for a purpose.

**QQ Loss/Losses**

Loss/Losses:

- 1) means:
  - A) damages, compensation, contributions, judgments or (if concluded with the Company's prior written consent) settlements;
  - B) claimant's legal costs and Expenses;
  - C) punitive, exemplary and aggravated damages if and to the extent such damages are insurable under the laws of the United Kingdom, Channel Islands or Isle of Man,  
*except where:*
    - i) such damages are awarded in respect of an Employment Wrongful Act; and
    - ii) such damages are awarded in respect of any Claim arising in or in relation to the USA.
  - D) all other costs and Expenses ordered by a court or other legally authorised tribunal, or incurred with the Company's prior written consent;
  - E) Defence Costs, in respect of a Claim made against, or received by, any Insured, jointly or severally; and
  - F) in respect of an Employment Wrongful Act only, the cost to the Insured of paying wages (but not Benefits) to an Employee for the period from the date of the purported dismissal or termination to the date on which the court or Tribunal of first instance delivered its judgment to the parties,  
*provided that*  
 Loss shall not include:
    - a) any taxes;
    - b) any fines;



- c) any penalties;
- d) any other form of Loss which is uninsurable under the law of the state or country to which the Claim is subject;
- e) the multiple portion of any multiplied damage award;
- f) any amount which the Insured is not legally liable to pay; or
- g) in respect of an Employment Wrongful Act only:
- i) any amount not indemnified by the Civil Society for which the Insureds are absolved from payment by reason of any covenant, agreement or court order;
- ii) the value of any share or stock options or any other right to purchase, acquire or sell shares or stock;
- iii) taxes, fines or penalties imposed by law or the multiple portion of any multiplied damage award;
- iv) the cost of complying with any injunctive or other non-monetary relief or any agreement to provide any such relief; or
- v) matters uninsurable under the law in accordance with which this Policy is construed or such Claim is adjudicated.

**RR Member**

Member means a member of a Limited Liability Partnership as defined under the Limited Liability Partnership Act 2000.

**SS Merger** means the occurrence of either of the following events:

- 1) Your consolidating with or merging into or selling all or substantially all of Your assets to any other person or entity or group of persons or entities acting in concert; or
- 2) any person or entity, whether individually or together with any other person or entity, acquiring an amount of share capital representing more than fifty per cent. (50%) of the voting power for the election of Your Trustees, or acquiring the voting rights for such an amount of the shares.

**TT Money**

Money means:

- 1) currency, coins and bank notes in current use and bullion; or
- 2) travellers cheques, postal orders, postage stamps, luncheon vouchers, consumer redemption vouchers, gift tokens, trading stamps, phone cards, and VAT stamps all in current use and unused credits in franking machines; or
- 3) monetary balances held at a financial institution to the credit of the Civil Society.

**UU North America**

North America means the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof.

**VV North American Claim**

North American Claim means each and every Claim brought against the Charity in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political subdivision in North America should apply.

**WW Official Detention**

Official Detention means the confinement of any Insured Person in secure custodial premises, operated by or on behalf of a governmental or judicial agency in connection with a Claim against such Insured Person regardless of whether such confinement is without charge or without a judicial finding of culpability or liability in relation to such Claim.

**XX Original Inception Date**

means the date from which the Civil Society has maintained uninterrupted equivalent insurance cover with an insurer, whether under this Policy or any preceding contract of insurance.

**YY Outside Entity**

Outside Entity means any organisation (other than a Subsidiary) *unless* that entity is either:

- 1) registered (for any purpose), domiciled or incorporated in the USA; or
- 2) has any of its Securities listed on any exchange in the USA,

*provided that*

in the case of an organisation falling within this Definition, such entity shall constitute an Outside Entity and be insured under this Policy if:

- A) The Company has agreed to provide such insurance cover;
- B) such entity is listed as an Outside Entity in the Schedule by written endorsement; and
- C) You hold share capital in such entity.

**ZZ Pension Management Event**

Pension Management Event means any Wrongful Act arising from any pension plan, fund, or scheme (including a personal pension scheme), stakeholder or Enrolment Pension Scheme which provides retirement income for Employees of any Civil Society.

**AAA Period of Insurance**

Period of Insurance means the period of time specified in the Schedule.

**BBB Policy**

Policy means, collectively, the Policy Schedule, the Proposal, each Policy Section and the Terms and Conditions of this contract of insurance including any Clauses attaching thereto.

**CCC Policy Schedule**

Policy Schedule means the Charity Trustee Assurance Policy Schedule attaching to this Policy.

**DDD Pollutants**

Pollutants means:

- 1) any air emission, odour, waste water, oil or oil products, infectious or medical waste, biological contaminants, asbestos or asbestos products, electric or magnetic or electromagnetic fields and noise, and any ionising radiations or contamination by radioactivity; and
- 2) any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or a country, state, county, municipality or locality counterpart thereof including, but not limited to, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials.

**EEE Pollution**

Pollution means the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of Pollutants into or on real or personal property, water or the atmosphere.

**FFF Professional Indemnity Wrongful Act**

Professional Indemnity Wrongful Act means any act or omission actually or allegedly committed arising out of the provision of Professional Services.

**GGG Professional Services**

Professional Services means the services specified in the defined charitable purpose when performed within or in furtherance of the Charity.

**HHH Probable**

Probable shall mean where a Trustee has knowledge of such facts as would lead a reasonable person to believe that a particular governmental body, professional body, or other institution duly authorised is committing, has committed or is about to commit a formal interview or investigation. The Trustee must be able to articulate the facts and circumstances forming the basis for probable cause.

**III Property**

Property means tangible property other than Money or Securities.

**JJJ Proposal**

Proposal means, the signed proposal form, Statement of Fact and any other information supplied by or on behalf of the Insured in relation to this Policy.

**KKK Public Relations Consultancy Fees**

Public Relations Consultancy Fees means fees necessarily incurred by the Insured to employ the services of an external public relations consultant solely for the purpose of providing advice to the Insured to review, develop or implement a crisis plan in order to minimise the impact of any adverse publicity following the occurrence of any Loss covered by this Policy.

**LLL Related Claims**

Related Claims means any and all Claims based on, arising out of, or in any way involving the same or related or series of; facts, acts, Circumstances, situations, transactions, original cause or source, error, omission or events.

**MMM Retaliation/Retaliatory**

Retaliation/Retaliatory means a Wrongful Act of an Insured relating to, or alleged to be in response to:

- 1) the treatment of any Employee less favourably than any other Employees; or
- 2) the victimisation of any Employee because that Employee threatens to bring proceedings, give evidence or information, take any action or make any allegation concerning the Insured, with reference to any applicable laws or legislation in the relevant jurisdiction relating to:
  - A) sex, race, or disability discrimination;
  - B) whistle blowing; or
  - C) any employment protection law generally.

**NNN Retention**

Retention means that part of each and every Claim or Fidelity Loss, as applicable, which shall not be indemnified by the Company and is payable by the Civil Society, the amount of which is specified in the Policy Schedule. Retention may also be referred to as Fidelity Excess in the Policy Schedule.

**OOO Retires/Retirement**

Retires/Retirement means the act of any Insured Person in voluntarily relinquishing their position from the Civil Society with a resulting state of retirement whereby such Insured Person does not subsequently resume or assume the position of Trustee or Employee.

**PPP Retroactive Date**

Retroactive Date means the date specified in the Policy Schedule.

**QQQ Securities**

Securities means:

- 1) any note, stock, bearer instrument, derivative, bond, debenture, evidence of indebtedness, depositary receipt, share or other equity or debt security of any Insured; and
- 2) any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or purchase, voting certificate relating to, certificate of deposit for, or other interest in any of the items referred to in (1.) above.

**RRR Spouse**

Spouse means a lawful spouse, civil partner or any person deriving similar status by reason of the law applicable to the relevant territory or jurisdiction in which that person resides.

**SSS Statement of Fact**

Statement of Fact means the information contained in any document provided by You to the Company relating to the cover applied for under this Policy.

**TTT Sub-Limit**

Sub-Limit means the maximum aggregate liability of the Company from all Claims or Related Claims first made during the Period of Insurance (or any applicable Discovery Period) arising from an Extension to any Insuring Clause under this Policy. Any Sub-Limit shall be part of and not in addition to the Limit of Indemnity attaching to the applicable Insuring Clause.

**UUU Subsidiary**

Subsidiary means any entity in which You:

- 1) hold directly or indirectly more than fifty per cent (50%) of the voting rights;
- 2) have the right to appoint or remove a majority of the board of Directors; or
- 3) hold more than half of the issued share capital,

and where You are a partnership, an entity shall be a Subsidiary of the partnership where such holding or right is held for the benefit of the partnership.

**VVV System**

System means computers, other computing and electronic equipment linked to computer hardware, electronic data, processing equipment, microchips and anything which relies on a microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

**WWW Third Party**

Third Party means any person other than:

- 1) an Employee, equity partner, member or director of the Civil Society; or
- 2) one who is or acts on behalf of the Civil Society as any auditor, accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee, or other similar agent or representative; or
- 3) one providing a service pursuant to and under a contract with the Civil Society.

**XXX Trustee**

Trustee means any natural person who was, who is or who will become:

- 1) a trustee of the Civil Society or the Employee thereof to whom any duty of such trustee is delegated;
- 2) a trustee of any trust other than a trust corporation or a pension fund trust which was, is, or may hereafter be or be deemed to be the Civil Society or wholly or mainly engaged within or in furtherance of the purposes of the Civil Society;
- 3) a director including any de facto director (as defined under Section 251 of the Companies Act 2006 or any equivalent provision in the jurisdiction) of the Civil Society, or company incorporated for the purpose of administering the Civil Society, or the Trustee other than its external auditor, liquidator, administrator, receiver or solicitor; and
- 4) an officer or member of the committee of management of any unincorporated association which was, is or may hereafter be or be deemed to be the Civil Society or wholly or mainly engaged within or in furtherance of the purposes of the Civil Society.
- 5) a manager of the Civil Society
- 6) a Member

For the avoidance of doubt, the Policy covers a Trustee solely in relation to his activities for and on behalf of the Civil Society and not in relation to any other activities.

**YYY Terrorism**

Terrorism means an act of any person acting on behalf of or in connection with any individual or 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 (whether such government is legally established or not).

**ZZZ Tribunal**

Tribunal means a tribunal constituted in accordance with the Employment Tribunals (Constitution and Rules of Procedures) Regulations 2001, and any statutory amendment or successor thereto.

**AAAA United Kingdom**

United Kingdom means the United Kingdom of Great Britain and Northern Ireland.

**BBBB USA**

USA means the United States of America and in each case its territories and possessions and any state or political subdivision thereof.

**CCCC Virus**

Virus means programming code or series of instructions designed to achieve an unexpected, unauthorised or undesirable effect or operation when loaded onto a Computer System, transmitted or transferred between Computer Systems via networks, extranets, internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not.

**DDDD Wrongful Act**

Wrongful Act means in respect of:

- 1) an Insured Person:
  - any error, misstatement, misleading statement, act, omission, neglect, breach of duty, breach of trust, libel, slander, breach of contract, breach of warranty of authority, wrongful trading as set out in section 214 of the Insolvency Act 1986 (or any equivalent situation in any jurisdiction in which the Civil Society is incorporated), Employment Wrongful Act, any other matter asserted against a Trustee solely by reason of their status as such or other act committed by any Insured Person in their duties or capacity as:
    - A) a Trustee; or
    - B) a Trustee, governor or incumbent of a position of equivalent status of any Outside Entity,
- and
- 2) the Civil Society:
  - any error, misstatement, misleading statement, act, omission, neglect, or breach of duty, breach of trust, breach of warranty of authority, or other act actually or allegedly committed or attempted by the Civil Society.

**EEEE You/Your**

You/Your means the organisation so designated in the Policy Schedule.

## Claim Notification

Conditions that apply to the Policy and in the event of a claim are set out in this Policy. It is important that You comply with all policy conditions and You should familiarise yourself with any requirements. Directions for claim notification are included in the Claims Conditions Section VIII of this Policy.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your telephone number
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the claim
- Details of the claim together with the claim value, if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the claim.

This information requested within the Claims Conditions will enable the Company to make an initial evaluation on policy liability and claim value. The Company may, however, request additional information depending upon circumstances. Sometimes the Company, or someone acting on our behalf, may wish to meet with You to discuss the circumstances of the Claim, or to undertake further investigations.

Notification of any Circumstance or Claim must be sent in writing to:

Professional & Financial Risks Claims Department  
St Mark's Court  
Chart Way  
Horsham  
West Sussex  
RH12 1XL

RSA recognise that there may be some occasions when You need to notify us of matters urgently and RSA is pleased to be able to offer a Claims Helpline.

The Claims Helpline number is 0345 300 4006

Please quote Your policy number when you call. For your protection, telephone calls may be recorded or monitored.

## Additional Benefits

Choosing this policy means that the Insured benefits from a number of additional services that are provided free of charge. The advice-lines have highly qualified experts who can offer information and assistance on a number of issues. Advice-lines are completely free, unless specified below, and there is no limit to the number of times you can call.

### A Health & Safety

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

### B Tax Advice

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

### C Stress Counselling

Stress affects most people at some point in their working lives. Our stress counselling service will help deal with stress at work by addressing minor problems before they become major crises.

Confidentiality is of the utmost importance, and counsellors are both qualified and experienced in assessing problems quickly so they can provide immediate therapy.

The advice-line number is 0345 078 3863. Please quote reference number 72666.

### D Specialist legal advice

RSA have a team of top Trustee Liability specialist lawyers to help our Policyholders defend a Claim or Investigation made against them.

Our partner has extensive experience in handling Trustee Indemnity Liability and Employment Practice Liability (EPL) matters. Should you have any concerns that proceedings may be commenced against you, you are entitled to two hours free consultation.

**We're here to help you**

Should you require assistance, please provide the following information at the start of the call:

- Your policy number
- Civil Society name
- If possible provide a copy of your insurance policy.

The advice line number is 0800 009 3599

Advice lines are intended for business use and are a service provided to the Insured in their capacity as a Trustee for the Civil Society.

This page should be read together with the rest of your policy documents.



THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

## Professional Indemnity Insurance

THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE INSURED (AND, IN RELATION TO INSURANCE CLAUSE 3, LOSS OR DAMAGE OCCURRING) AND NOTIFIED TO THE COMPANY DURING THE PERIOD OF INSURANCE.

### Definitions

For the purposes of Professional Indemnity Insurance

**1 Agency Worker means**

any person supplied as defined under the Agency Workers Regulations 2010 and The Agency Workers (Amendment) Regulations 2019

**2 Asbestos Risks means**

- A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- B) the release of Asbestos Dust
- C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials

**3 Asbestos means**

crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

**4 Asbestos Dust means**

fibres or particles of Asbestos

**5 Asbestos Containing Materials means**

any material containing Asbestos or Asbestos Dust

**6 Bodily Injury means**

death disease illness or bodily or mental injury

**7 Business**

The activities undertaken by the Insured as stated in the Schedule

**8 Claim means**

- A) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
- B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
- C) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured or
- D) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules

**9 Cyber Act means**

an unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer System

**10 Data means**

information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System

**11 Data Protection Law means**

any applicable data protection and privacy legislation or regulations in any country province state territory or jurisdiction which govern the use confidentiality integrity security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended updated or re-enacted from time to time)

**12 Defence Costs means**

all costs and expenses (other than costs incurred in connection with Claims Condition 8B) Dishonesty and Fraud) which are incurred by the Company or by the Insured with the Company's written consent in connection with the defence investigation or settlement of any Claim made against the Insured and notified under this Policy and in connection with any circumstances which might give rise to a Claim

the Company shall not unreasonably withhold its consent to the incurring of Defence Costs

### **13 Documents means**

all

A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)

B) computer systems records

the property of the Insured or for which the Insured is responsible

### **14 Employee means**

A) any person including any volunteer, trainee or consultant under a contract of service with the Insured or the Predecessors

B) any Agency Worker

at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Insurance

### **15 Endorsement means**

an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule

### **16 Insured means**

Insured as named in the Schedule each of the following parties will in addition be deemed the Insured in respect of Claims arising out of the conduct of the Professional Business provided that each shall be subject to the terms of this Insurance to the extent such terms can apply

A) any partner director or Member or former partner director or Member of the Insured or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such partner director or Member or former partner director or Member

B) at the Insured's request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such Employee

### **17 Insured's Contribution means**

the amount for which the Insured is responsible under Insurance Clause 1 (Civil Liability) of this Policy in respect of any one Claim

The Insured's Contribution shall not apply to Insurance Clause 2 (Defence Costs)

All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

### **18 Malware means**

any malicious code software or virus designed to

A) erase deny access to or corrupt data

B) damage destroy or disrupt the normal functioning of any computer mobile device computer system or computer network or take partial control over its operation or

C) circumvent any network security product or service whether involving self-replication or not

### **19 Member means**

a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000

### **20 North America means**

the United States of America and Canada and in each case its territories and possessions and any state or political subdivision thereof

### **21 North American Claim means**

each and every Claim brought against the Insured in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political subdivision in North America should apply

### **22 Predecessors means**

any person practice or other from to which the Insured has succeeded

### **23 Professional Business means**

professional services undertaken by or on behalf of the Insured or the Predecessors in connection with the Business defined in the Schedule

### **24 Statement of Fact means**

the document setting out information provided by the Insured and their representative as being relevant to the cover that has been applied for

It also includes assumptions the Insurer has made about factual circumstances relevant to the cover and which are confirmed by the Insured as true and correct

## **25 Terrorism means**

an act of any person acting on behalf of or in connection with any individual or 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 government whether legally established or not

## **26 War Risks means**

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

## **Insurance Clauses**

### **1 Civil Liability**

The Company will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of Claims first made against the Insured during the Period of Insurance and notified to the Insurer in accordance with the Claims Conditions in respect of civil liability incurred in connection with the conduct of Professional Business including liability incurred

- A) for claimant's costs and expenses
- B) as a result of any decision by an adjudicator appointed to resolve a dispute in accordance with the Statutory Scheme for Construction Contracts or an adjudication clause or rules contained in a contract
- C) as a result of any award by an arbitrator or tribunal of arbitrators
- D) as a result of any decision or award by an ombudsman under any ombudsman scheme in which the Insured participates

### **2 Defence Costs**

The Company will in addition pay Defence Costs incurred by the Company or by the Insured with the Company's written consent in connection with any Claim under Insurance Clause 1 (Civil Liability)

Provided that the Company's liability for Defence Costs in relation to any Claim disposed of for an amount which exceeds the available Limit of Indemnity shall be limited to the proportion that the available Limit of Indemnity bears to the amount payable to dispose of such Claim

### **3 Loss of or Damage to Documents**

The Company will in the event of loss of or damage to Documents occurring in the conduct of the Professional Business and advised to the Company during the Period of Insurance indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £250,000 during the Period of Insurance  
Provided that

- A) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them
- B) where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Company that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- C) the Company shall not be liable for loss of or damage to Documents arising directly or indirectly from
  - 1) the transmission or impact of any Malware
  - 2) unauthorised access to a Computer System
- D) the Insurer shall not be liable for costs of reconstituting or recovering lost inaccessible or damaged Data owned or controlled by the Insured or any other person acting on behalf of the Insured

### **4 Compensation for Court Attendance**

In the event of

- A) the legal advisers acting on behalf of the Insured with the consent of the Company requiring any principal partner Member director or Employee of the Insured to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or
- B) the Company requesting the attendance of any principal partner Member director or Employee as an interested party at any mediation

in connection with a Claim made against the Insured and notified under this Insurance the Company will provide compensation to the Insured at the following rates for each day on which attendance is required

- 1) Any principal partner Member or director of the Insured £500
- 2) Any Employee £250

## **Limits of Indemnity**

- 1) The liability of the Company shall not exceed the Limit of Indemnity specified in the Schedule
- 2) Where the Company is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Insurance shall not exceed the Limit of Indemnity
- 3) All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

## Exclusions

The Company shall not be liable in respect of

### 1 Adjudication and Arbitration

any Claim arising out of or related to any

- A) decision made against the Insured by an adjudicator who was not independent of the parties to the dispute
- B) adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the Insured than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996
- C) arbitration award made in respect of any Claim or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland unless that seat was agreed to by the Company

### 2 Asbestos Risks

any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving Asbestos Risks

### 3 Bodily Injury to Employees

any liability arising out of Bodily Injury to an Employee arising out of and in the course of his employment for or on behalf of the Insured

### 4 Bodily Injury to Others or Damage to Property

any liability arising out of Bodily Injury to any other person or loss of or damage to property unless arising out of advice design specification or omission to perform a professional duty

### 5 Contractual Liabilities and Guarantees

any Claim arising from any contractual agreement in respect of

- A) any express guarantee given by the Insured or
- B) any express contractual penalty made between the Insured and a third party or
- C) any acceptance by the Insured of liability for liquidated damages

in so far as liability assumed by the Insured exceeds the amount of the Insured's liability in the absence of such agreement

### 6 Controlling Interest

any Claim made against the Insured by

- A) any entity in which the Insured or any partner Member or director or any combination of partners Members or directors of the Insured exercises or has exercised a controlling interest
- B) any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured

unless such Claim emanates from an independent third party

### 7 Cyber

any Claim directly caused by directly resulting from or directly arising out of

- A) Cyber Act or
- B) any partial or total unavailability or failure of any ComputerSystem

Provided the Computer System is owned or controlled by the Insured or any other party acting on behalf of the Insured in either case or

- C) the receipt or transmission of malware malicious code or similar by the Insured or any other party acting on behalf of the Insured

### 8 Design and Construct/Supply

any Claim arising from the provision of advice design or specification where the Insured contracts to

- A) manufacture construct erect or install or
- B) supply materials or equipment

Provided this Exclusion shall not apply to project models or displays

### 9 Directors' and Officers' Liability

any Claim against any Insured in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee

## **10 Dishonesty**

any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person

Furthermore no indemnity shall be given to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature

## **11 Employment**

any Claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct

## **12 Fines Penalties and Punitive Damages etc.**

any fines penalties punitive exemplary or aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award

## **13 Goods and Services**

- A) any Claim arising out of the supply of any goods by or on behalf of the Insured or products manufactured constructed altered repaired treated sold supplied or distributed by or on behalf of the Insured
- B) any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Insured of goods or services

## **14 Infrastructure**

any Claim directly or indirectly caused by directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided

- A) to the Insured or any other party acting on behalf of the Insured by an internet service provider telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the Insured
- B) by any utility provider but only where such failure or interruption of service impacts a Computer System owned or controlled by the Insured or any other party acting on behalf of the Insured

## **15 Insolvency of the Insured**

any Claim arising out of or relating to the insolvency or bankruptcy of the Insured

Provided that this Exclusion shall not apply to any Claim

- A) in respect of monies held on behalf of third parties or
- B) for which the Insured would otherwise be indemnified by this Insurance but for the insolvency or bankruptcy of the Insured

## **16 Insured's Contribution**

the Insured's Contribution

## **17 North American Jurisdiction and Operations**

- A) damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- B) the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- C) the operations of the Insured or any principal partner Member director Employee agent branch subsidiary or parent company of the Insured in North America

## **18 Nuclear**

loss or destruction of or damage to any property whatsoever or any loss or expense of whatsoever nature resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

## **19 Pension and Benefit Schemes**

any Claim arising from any plan programme or scheme providing benefits to the Insured or any Employees

## **20 Pollution**

any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind

## **21 Previous Claims or Circumstances**

- A) the consequence of any circumstance
  - 1) notified under any insurance which was in force prior to the inception of this Insurance
  - 2) known to the Insured or which should have been known to the Insured at the inception of this Insurance which might reasonably be expected to produce a Claim
- B) any Claim made against the Insured prior to the Period of Insurance

## **22 Retroactive Date**

any claim or loss otherwise eligible for indemnity under this Professional Indemnity insurance where the cause of such Claim or loss occurred or was alleged to have occurred prior to any Retroactive Date specified in the Schedule

## **23 Spite or Reckless Behaviour**

any Claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour

## **24 Trading Losses**

any Claim arising out of or in connection with any trading losses or liabilities incurred by the Insured or any business managed by or carried on by the Insured

## **25 Transportation or Property**

the ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Insured

## **26 War and Terrorism**

any Claim arising directly or indirectly out of War Risks or Terrorism

## **General Conditions**

### **1 Other Insurance**

If at the time any Claim arises under this Professional Indemnity insurance the Insured is or would but for the existence of this Professional Indemnity insurance be entitled to indemnity under any other policy or policies the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected

### **2 Choice of Law**

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

### **3 Cancellation of the Insured's Fixed Sum Loan Agreement**

Where the Company has agreed to the Insured paying their premium by monthly instalments then in the event that there is a default in the instalments due under the payment schedule the Company reserves the right to terminate the Policy and the Insured will no longer be insured by the Company. The Company may also take further action to pursue any outstanding debt

If the Insured's monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 2006 then this shall be deemed to be a linked loan agreement In the event that there is a default in the instalments due under the payment schedule the Company reserve the right to also terminate that linked loan agreement

## **Claims Conditions**

### **1 Claims Notification**

If during the Period of Insurance the Insured receives any Claim the Insured shall give written notice of such Claim to the Company as soon as reasonably possible All Claims must be notified to the Company Insurer prior to the expiry of the Period of Insurance

If during the Period of Insurance the Insured becomes aware of any circumstance which might reasonably be expected to produce a Claim against the Insured the Insured shall give written notice of such circumstance to the Company as soon as reasonably possible irrespective of either the Insured's views as to whether such Claim will succeed or as to whether the amount of the Claim will exceed the Insured's Contribution. All circumstances must be notified to the Company prior to the expiry of the Period of Insurance. Any Claim arising from any circumstance notified to the Company in accordance with this Condition shall be deemed to have been made in the Period of Insurance



## **2 Notification of Adjudications**

In order for Claims to be accepted under this Policy in respect of any adjudication for which indemnity is available under Insurance Clause 1 (Civil Liability) the Insured must comply with the following

- A) notify the Company within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to contract and
- B) not serve any of the notices referred to in Claims Condition 2A) without the prior written consent of the Company unless in the Insured's reasonable opinion service of those notices will not give rise to a Claim against the Insured.

Failure to comply with this Condition will result in the claim being rejected

## **3 Notification of Reviews by an Ombudsman**

In order for Claims to be accepted under Insurance Clause 1D of this Policy the Insured must give notice to the Insurer in writing within ten working days of it becoming aware that any ombudsman is or will be reviewing a case directly affecting the Insured

Failure to comply with this Condition will result in the claim being rejected

## **4 Supporting Documentation and Admissions**

All documents supporting any Claim shall be forwarded to the Company immediately on receipt no admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company

## **5 Conduct of Claims**

The Insured shall give all such assistance as the Company may require. The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute or bring proceedings in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim

## **6 Queen's Counsel Clause**

The Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Company a similar authority) shall advise that such proceedings could be contested with the probability of success

## **7 Disposal of Claims**

In connection with any Claim against the Insured the Company may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any less amount for which such Claim can be settled and thereupon the Company shall relinquish the control of such Claim and be under no further liability in connection therewith except for Defence Costs for which the Company may be responsible under this Insurance in respect of matters prior to the date of such payment

## **8 Dishonesty and Fraud**

In respect of any claim made in accordance with this policy arising out of any dishonest or fraudulent act or omission

- A) the Insured must immediately take all reasonable steps to prevent further loss
- B) if the Company so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person
- C) any monies recovered following action as described in 8B) above will be deducted from any amount payable under this Insurance

## **Special Benefits**

- 1 Where this Policy is a renewal of an immediately preceding Professional Indemnity insurance issued by the Company, the Company will not avoid this Policy due to a breach of the Insured's duty of fair presentation provided that
  - A) such failure of the Insured's duty of fair presentation was neither deliberate or reckless
  - B) the Company may impose such terms and conditions as the Company would have imposed in the absence of such breach
  - C) where the Insured's breach of the duty of fair presentation was the failure to notify any circumstance known to the Insured or which should have been known to the Insured prior to the Period of Insurance which might reasonably be expected to produce a Claim Exclusion 22 A 2) (Previous Claims or Circumstances) shall not apply provided that
    - i) the Insured's failure to notify such circumstance was neither deliberate or reckless and
    - ii) if the indemnity or cover to which the Insured would have been entitled under any applicable preceding insurance was in any way more restrictive than that provided at the date of notification to the Insurer then indemnity or cover will be restricted to that applicable under such preceding insurance
- 2 If the Insured is in breach of Claims Conditions 1 (Claims Notification) or 4 (Supporting Documentation and Admissions) of this Policy then the Company shall not deny any claim but shall first apply provision C) in Special Benefit 1 (to the extent applicable) and then where such breach has prejudiced the handling or settlement of any claim reduce the amount payable in respect of such claim (including Defence Costs) to such sum as would have been payable by the Company in relation to that claim in the absence

## **Additional Benefits**

### **A Legal Assistance**

A 24 hour service that gives You access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

### **B Health & Safety**

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

### **C Tax Advice**

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

### **D Stress Counselling**

Stress affects most principals or business owners at some point in their working lives. Our stress counselling service will help You deal with stress at work by addressing minor problems before they become major crises. Confidentiality is of the utmost importance, and Our counsellors are qualified and experienced in assessing problems quickly so they can provide immediate therapy. This service is restricted to Insured firms with up to 10 principals, Partners, Directors or Members.

The advice-line number is 0345 078 3863

Please quote reference: 72741

Advice lines are intended for business use only and are a service provided to sole practitioners, Directors, Partners and Members of the Insured. Employees do not qualify to use this service.

This page should be read in conjunction with the rest of your Policy documents.

# Group Personal Accident and Business Travel Insurance

## General Definitions

### Accident

A sudden unexpected unforeseen external and identifiable incident

### Aircraft Accumulation

All Insured Persons travelling in any aircraft or airship

### Annual Salary

The total annual remuneration as declared and upon which the premium is based excluding payments for overtime commission or bonus (unless specifically agreed otherwise) payable by the Insured to the Insured Person at the date bodily injury following an Accident is sustained

### Assault

While the Insured Person is engaged upon duties incidental to the Business and as a direct result of assault other than by the explosion of any bomb or explosive device Cover will also apply where the assault is a direct consequence of the Insured Person's employment with the Insured

### Baggage

Personal effects belonging to or in the custody or control of the Insured Person at the time of the loss excluding Business Equipment

### Britain

England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

### Business Equipment

Business equipment belonging to the Insured and which is in the custody or control of the Insured Person at the time of the loss

### Business

The Business description as detailed in the Schedule

### Child

Any child of an Insured Person who is unmarried and dependent

A and under 18 years of age

B and under 25 years of age if in full-time education

C on the Insured Person due to reason of diagnosed permanent mental or physical disability

### Death

Death due to bodily injury caused by an Accident

### Deferment Period

A period at the beginning of a period of Temporary Total Disablement during which no benefits are payable

### Detention

Unlawful prevention of an Insured Person from returning to Britain or country of residence

### Director

A a serving director (other than a non-executive director) of the Insured

i) whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment of such Act or Regulations where the Insured is a company registered in the United Kingdom

ii) that sits on the Insured's Board of Directors where the Insured is a company registered outside of the United Kingdom

B a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000

C any person who has signed the partnership deed of the Insured

### Disablement

Permanent Total Disablement, Loss of Eye, Loss of Limb, Loss of Speech, Loss of Hearing, Temporary Total Disablement, Temporary Partial Disablement

### Employee

Any person under a contract of service or apprenticeship with the Insured excluding any Director

### Evacuation

The necessary emergency evacuation of an Insured Person from a country or area within a country in which they are travelling other than their normal country of residence as recommended by

A the British Government via the Foreign and Commonwealth Office or

B any legally empowered regulatory governmental or local authority in the country or region in which the Insured Person is travelling or

C the Company's security assistance provider Healix Security

**Evacuation Expenses**

The additional cost of travel accommodation and other expenses necessarily and reasonably incurred by the Insured or the Insured Person in evacuating the Insured Person to their normal country of residence or the nearest place of safety

**Hijack/Hijacked**

Unlawful seizure of an aircraft or other conveyance in which the Insured Person is travelling

**Hospital**

Any institution which meets fully every one of the following criteria

- A maintains permanent and full time facilities for the care of overnight resident patients and
- B has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by
  - or
  - under the supervision of a staff of Medical Practitioners and
- C continuously provides 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
- D is not other than incidentally an institution which provides full time facilities for
  - i) mentally ill or mentally handicapped persons
  - ii) nursing or convalescing
  - iii) aged persons of 70 years or more
  - iv) drug addicts
  - v) alcoholics

**Incident**

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place

**Insured**

As detailed in the Schedule

**Insured Journey**

As detailed in the Schedule

**Insured Person**

Any person or category of persons as detailed in the Schedule

**Kidnap**

Unlawful seizure of an Insured Person

**Loss of Eye**

Permanent and total loss of sight which will be considered as having occurred

- A in both eyes if the Insured Person's name is added to 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 (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

**Loss of Hearing**

Total and irrecoverable deafness confirmed by audiometer and sound threshold tests

**Loss of Limb**

- A in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
- B in the case of an arm loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand

**Medical Expenses**

The cost of urgent medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all Hospital nursing home and ambulance charges

**Loss of Speech**

Total and permanent loss of speech

**Medical Practitioner**

Any legally qualified medical practitioner other than

- A an Insured Person
- B a member of the immediate family of an Insured Person
- C a Director or Employee of the Insured

**Money and Credit Cards**

Coins bank and currency notes cheques postal and money orders travellers cheques travel tickets and petrol and other coupons which have current monetary value and any credit charge cheque bankers or cash card issued in Britain or country of residence and being the personal property of the Insured Person provided that such Money and Credit Cards had been obtained for travel accommodation meals and personal spending during the Insured Journey and belonged to or was in the custody and control of or for which the Insured Person was responsible for at the time of the loss

**Nuclear Chemical or Biological Cause**

Use of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical agent and/or Biological agent

Biological agent shall mean any pathogenic micro-organism and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins

**Operative Time**

The time during the Period of Insurance when an Insured Person covered by the Policy as shown in the Policy Schedule

**Period of Insurance**

As detailed in the Schedule

Cover commences at 00.01 hours on the earliest date shown and ceases at 24.00 hours on the latest date shown in the relevant Territory or Britain

**Permanent Total Disablement**

Permanent total disablement must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery and will prevent the Insured Person from engaging in

- 1 The Insured Person's usual occupation in the business of the Insured if they are an Employee or Director of the Insured.
- 2 Any gainful employment for which the Insured Person is fitted by way of training education or experience if the Insured Person is not an Employee or Director of the Insured.
- 3 Permanent Total Disablement from gainful employment of any and every kind if the Insured Person is a Minor

**Policy Schedule**

The document headed 'Policy Schedule' issued by the Company

**Proposal**

The Proposal including any renewal declaration and information supplied by or on behalf of the Insured in addition to or in connection with or in substitution thereof

**Spouse**

The legally married spouse or civil or cohabiting partner of an Insured Person whom the Insured consents to be covered by this Policy

**Temporary Total Disablement**

Temporary disablement which entirely prevents the Insured Person from engaging in their usual occupation for the Insured

**Temporary Partial Disablement**

Temporary disablement which prevents the Insured Person from engaging in a substantial part of their usual occupation for the Insured

**Territory**

Any country where the Company has agreed to provide cover for the Insured Persons whose country of residence is not Great Britain Northern Ireland Channel Isle and Isle of Man

**Terrorism**

Any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

**Trustee**

A serving trustee of the Insured

- i) whose details have been notified to the Charities Commission in accordance with the Charities Act 2011 or any statutory amendment modification or re-enactment of such Act or Regulations where the Insured is a charity registered in the United Kingdom
- ii) that sits on the Insured's Board of Trustees where the Insured is a Charity registered outside of the United Kingdom

**Volunteer**

Any person whom the Insured consents to be covered under this Policy and is carrying out unpaid duties on behalf of the Insured at the Insured's Direction and who is not a Trustee or Employee

**War**

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

## Definition of Operative Times

### 24 Hour

At any time

### Occupational Accidents Only

A While engaged on the Insured Person's occupation in the Business or

B as a result of Assault or

C at any time while travelling on the Business of the Insured

Insurance operates from the departure of the Insured Person from residence or normal place of Business (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey excluding Commuting

While travelling this policy operates from the departure of the Insured Person from residence or place of Business (whichever occurs first) until arrival back at such residence or place of Business (whichever occurs last) at the end of the journey

### Commuting

While in the course of daily travel directly between residence (normal or temporary) and place of Business (normal or temporary)

### Away from Premises

While the Insured Person is travelling on the Business of the Insured and is not on any of the Insured's premises. This policy operates from the departure of the Insured Person from residence or normal place of Business (whichever occurs first) until arrival back at such residence or place of Business (whichever occurs last) at the end of the journey whether the accident occurs in the course of the Insured Person's business duties or not excluding Commuting

### External Journey

Any journey undertaken by the Insured Person on the Business of the Insured (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel from the Insured Person's normal country of residence

Travel from the Channel Islands and the Isle of Man to any destination will be regarded as an External Journey involving travel from the Insured Person's country of residence Insurance operates from the departure of the Insured Person from the Insured Person's residence or normal place of Business in their normal country of residence (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey

The duration of an External Journey shall not exceed 12 months unless otherwise agreed in writing with the Company

### Internal Journey

Any journey undertaken by the Insured Person on the Business of the Insured (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel within the Insured Person's normal country of residence but only if the journey requires the Insured Person to obtain overnight accommodation away from their normal residence or involves flying as a passenger where the flight has been booked before commencing the journey

This policy operates from the departure of the Insured Person from the Insured Person's residence or place of Business in their normal country of residence (whichever occurs first) until arrival back at such residence or place of Business (whichever occurs last) at the end of the journey

### Occupants of Vehicles

While the Insured Person is mounting into travelling in dismounting from or undertaking roadside repair of any vehicle owned by the Insured or hired by the Insured or any vehicle being used as a temporary replacement for such vehicle including bodily injury following an Accident sustained in direct connection with such vehicle

### Assault

While the Insured Person is engaged upon duties incidental to the Business and as a direct result of unprovoked physical assault of the Insured Person other than by the explosion of any bomb or explosive device. Cover will also apply where such assault is a direct consequence of the Insured Person's employment with the Insured

### Robbery

While the Insured Person is engaged or thought to be engaged upon duties incidental to the Business and as a direct result of robbery or hold up (actual or attempted)

### Inching and Crawling

While the Insured Person is working on the Insured's printing machinery as it is being inched or crawled

## General Conditions

### Acquisition Clause

If during the Period of Insurance the Insured acquires or creates any new office branch subsidiary or associated company either directly or through one of its subsidiaries cover shall automatically apply from such date of acquisition or creation (provided either the wageroll or number of Insured Persons or travel pattern does not increase by more than 10% of the estimate provided at inception or renewal) at no additional charge



Otherwise the Company agrees to provide cover from the date of creation or acquisition for a period of 30 days during which time the Insured shall provide any additional information and pay any additional premium as may be reasonably required by the Company

#### **Associated Companies**

Where this Policy covers associated companies a list of these companies shall be provided to the Company

#### **Cancellation of Terrorism or War Risks Cover**

The Company may cancel any insurance provided by this Policy against War or Terrorism by giving 7 days notice to the Insured at the Insured's last known registered address. The insurance in respect of any journey involving travel outside the Insured Person's country of residence which commences before the expiry of such notice shall not be affected

#### **Commencement and Expiry of Cover for an Insured Person**

Where the Company has agreed to provide cover for an Insured Person longer than 12 months duration and if the renewal date this insurance contract is terminated and cover is no longer purchased then cover for that Insured Journey shall cease after 30 consecutive days have elapsed from the end of the Period of Insurance

#### **Law and Jurisdiction**

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws

Unless the parties agree otherwise in writing the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based

#### **Policy Cancellation**

This Policy may be cancelled by either the Insured or the Company by giving 30 days written notice to the Company or the Insured at their last known registered address

If the whole or any part of the Policy is cancelled the Company shall return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

#### **Consumer Credit Termination Clause**

Where the Company has agreed to the Insured paying their premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, the Company reserves the right to terminate the Policy and the Insured will no longer be insured by the Company

If the Insured's monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 2006, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, the Company reserves the right to also terminate that linked loan agreement

#### **Other Taxes**

The Company is required to notify the Insured and Insured Persons that other taxes or costs may exist which are not imposed by the Company.

### **General Claims Settlement Conditions**

#### **Assignment**

The Company will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Policy

#### **Claims Notification**

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured must provide notification to the Company no later than 90 days of the occurring of any Accident Incident event or circumstance which may give rise to a loss which is covered under this Policy except as provided herein

#### **Evidence Required**

In connection with any claim:

- A all medical certificates, reports, information and evidence required by the Company to substantiate that claim must be supplied at the Insured Person's own expense and in such form as the Company may reasonably require;
- B the Insured Person must undergo a medical examination and provide medical evidence to the Company (at the Company's expense) as often as the Company may reasonably require following receipt of that claim; and
- C no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in B above.

### **Foreign Currency**

Claims involving foreign currency will be converted into the appropriate currency at the selling rate of exchange published on [www.oanda.com](http://www.oanda.com) on the day nearest to the date of the loss or as otherwise paid via documented credit card transaction or as agreed in advance in writing with the Company

### **Interest**

Other than where required by the Enterprise Act 2016, interest will not be added to any amount paid

### **Other Insurances**

If any loss damage or expense covered by this Policy under the travel sections is also covered by any other insurance the Company will not seek contribution other than any amount recoverable from any transport provider

### **Other Interests**

The Insured's receipt shall discharge the Company's liability to pay any amount in respect of a claim the Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Company. If the Insured comprises more than one party having an interest in the Insured Person or the property insured the settlement made by the Company shall represent the total amount payable in respect of that Insured Person or property for all interests covered by this Policy

### **Reasonable Care**

The Insured and each Insured Person must take all reasonable steps to avoid or minimise any loss or damage and must also make every reasonable effort to recover any property which has been lost or stolen

## **General Exclusions**

The Company will not pay any claim

- 1 which is directly or indirectly as a result of or contributed to by War in Britain or the Insured Person's normal country of residence
- 2 after the expiry of the Period of Insurance in which the Insured Person attains the age of 80 years
- 3 due to the Insured Person committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind;
- 4 due to the misuse of alcohol or solvents, or as a result of drugs ingested (except for drugs which are properly prescribed), or whilst driving with an alcohol level in the blood which exceeds the legal limit of the country in which the Insured Person is driving;
- 5 due to the Insured Person engaging in any form of air travel, unless travelling as a fare-paying passenger in an aircraft which is provided and operated by an airline or air charter company which must be licensed for this;
- 6 due to suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person regardless of the state of their mental health;
- 7 which is the result of or contributed to by radioactive contamination. This exclusion will not apply to
  - A) bodily injury following an Accident or
  - B) direct or indirect exposure from any nuclear cause as a direct or indirect result of
    - i) Terrorism or
    - ii) War while on an External Journey or
  - C) radioactive isotopes that have been specifically treated in order to be used for any of the following - scientific medical agricultural commercial or industrial purposes

## Group Personal Accident Insurance

### The Cover

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within 2 years is the sole and independent cause of Death or Disablement the Company will pay to the Insured, the Benefit shown in the Schedule subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

### Special Definitions applying to this Section

#### Benefits

##### A under Standard Scale

- 1 Death
- 2 Loss of two or more Limbs or Loss of both Eyes or one Eye and one Limb
- 3 A) Loss of one Limb or Loss of one Eye  
B) Loss of Speech  
C) Loss of Hearing
  - i) in both ears
  - ii) in one ear
- 4 Permanent Total Disablement
- 5 Temporary Total Disablement
- 6 Temporary Partial Disablement

##### B under Continental Scale

- 1 Death
- 2 Loss of two or more Limbs or Loss of both Eyes or Loss of one Limb and one Eye

The amount payable for Benefit 3 below shall be a percentage of the amount shown in the Schedule. The following scale states the percentages applicable to the forms of disablement specified. For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the Insured Person's occupation. The appropriate percentage shall be applied to the amount for Benefit 3 shown in the Schedule or to the Limit per Insured Person under Benefit 3 whichever is the lesser

- 3 A) Loss of Eye 100%  
B) Loss of Speech 100%  
C) Loss of Hearing
  - i) in both ears 100%
  - ii) in one ear 30%Loss by permanent physical severance or permanent and total loss of use of
  - D) one Limb 100%
  - E) one big toe 15%
  - F) any other toe 6%
  - G) one thumb 30%
  - H) one forefinger 20%
  - I) any other finger 10%  
Permanent total loss of use of
  - J) shoulder or elbow 25%
  - K) wrist hip knee or ankle 22%  
Removal by surgical operation of
  - L) lower jaw 30%

The appropriate percentage shall be applied to the amount for Benefit 3 shown in the Schedule or to the Limit per Insured Person under Benefit 3 whichever is the lesser. For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale above without taking into account the Insured Person's occupation. Where an amount is claimed in respect of the same Insured Person for more than one form of permanent disablement as the result of the same Accident the total of the percentages shall not exceed 100% of the amount for Benefit 3. If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made

- 4 Permanent Total Disablement
- 5 Temporary Total Disablement
- 6 Temporary Partial Disablement

### **Maximum Incident Limit**

The maximum amount the Company will pay under this Policy and any other policy of Personal Accident Insurance issued by the Company in the Insured's name in respect of all losses and in respect of all Insured Persons arising out of one and the same Incident

The duration and radius of any one Incident shall be limited to

- A 72 consecutive hours
- B 100 miles

No loss which occurs outside this distance or period shall be included in that Incident

### **Special Conditions applying to this Section**

#### **Benefits**

- A The Company will not pay in respect of any one Insured Person more than one of Benefits 1 to 4 in connection with the same Accident
- B On the happening of an Accident giving rise to a claim for 100% of the amount for any of Benefits 2 to 4 this Policy will not cover any further Accident to that Insured Person
- C The Company will pay any amount claimed for Benefit 5 or 6 in addition to any amount claimed under Benefits 1 to 4 in connection with the same Accident
- D Loss of Limb or Eye or Loss of Speech or Loss of Hearing must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay for Benefit 2 or 3. Permanent Total Disablement must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery and any claim for Benefit 5 or 6 must have been settled in full before the Company will pay for Benefit 4
- E
  - i) If Benefit 1 is not included for an Insured Person the Company will not pay for Loss of Limb or Loss of Eye or Loss of Speech or Loss of Hearing until at least thirteen weeks after the date of the Accident and the Company will only then pay if the Insured Person has not in the meantime died as a result of the Accident
  - ii) If Benefit 1 is included but the amount payable thereunder is less than the amount for Loss of Limb or Eye or Loss of Speech or Loss of Hearing the Company will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the Accident and the Company will only then pay the balance if the Insured Person has not died in the meantime as a result of the Accident
- F If Benefit 3 under Continental Scale is claimed in respect of the same Insured Person for more than one form of permanent disablement as the result of the same Accident the total of the percentages payable shall not exceed 100% of the amount for Benefit 3. If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made

#### **Disappearance**

In the event of the disappearance of an Insured Person if after a suitable period of time it is reasonable to believe that Death has occurred as a result of an Accident Benefit 1 shall become payable subject to a signed undertaking by the Insured that if the belief is subsequently found to be wrong such amount shall be refunded to the Company

#### **Exposure**

If an Insured Person suffers Death or Disablement as a result of exposure to the elements the Company will consider that as having been caused by an Accident

#### **Minors**

If the Insured Person is under the age of 16 and not an Employee of the Insured

- A The amount for Benefit 1 will be limited to £20,000
- B Benefit 4 shall be defined as Permanent Total Disablement from gainful employment of any and every kind
- C No amount will be payable under Benefit 5 or 6

### **Conditions**

#### **Application of Benefits**

Benefits 5 or 6 will only be payable to Volunteers for receipted out of pocket expenses

## Special Extensions applying to this Section

### Accident Medical Expenses

If during the Operative Time the Insured Person sustains Death or Disablement within 2 years following an Accident which is the sole and independent cause of the incurring of Accident Medical Expenses the Company will pay up to 25% of any amount paid under Benefits 1 to 6 subject to a maximum of £20,000 any one Insured Person

### Bereavement Counselling

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death for which Benefit 1 is paid the Company will pay necessary expenses with the Company's prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

from Healix as deemed appropriate by the Company to the Insured Person's Spouse or Child up to £250 per week up to a maximum £5,000 any one Insured Person

### Catastrophe

If during an External Journey or Internal Journey an Incident results in payment of the Death benefit for five or more Directors or Employees of the Insured who are covered under the Personal Accident Section of this Policy the Company will pay to the Insured an additional 25% of the total Sum Insured payable relative to those five Directors or Employees subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

### Coma Benefit

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within 90 days is the sole and independent cause of the Insured Person being in a continuous unconscious state the Company will pay the Insured on behalf of the Insured Person £50 per full 24 hours up to a maximum of one hundred and four weeks any one Insured Person while they remain in a continuous unconscious state

### Counselling

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 4 5 or 6 is paid the Company will pay necessary expenses with the Company's prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

from Healix Security as deemed appropriate by the Company to the Insured Person up to £250 per week up to a maximum £5,000 any one Insured Person

### Damage to Clothing and Baggage

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 4 5 or 6 is paid and the Insured Person's clothing or Baggage is lost damaged or destroyed as a direct or indirect result the Company will pay the cost of replacement as new or repair up to £1,000 per Insured Person subject to this not being included in any claim under the Baggage Insurance Section

### Dental and Optical Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the incurring of dental or optical expenses the Company will pay up to 25% of any amount paid under Benefits 2 3 4 5 or 6 subject to a maximum of £2,500 any one Insured Person

### Dependents Benefit

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death for which Benefit 1 is paid the Company will pay an additional 5% per Child up to a maximum 25% of Benefit 1 subject to a minimum £5,000

### Disability Assistance

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement the Company will pay necessary expenses incurred with the Company's prior written consent to make alterations to the Insured Person's home or car as a direct and necessary result of the permanent disability suffered up to a maximum of £25,000

### Domestic Assistance

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred to employ the services of a chauffeur domestic help or other similar service provider necessitated as a direct result of the Insured Person's disablement up to £100 per week to a maximum £10,000 any one Insured Person

### **Executor Expenses**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death the Company will pay the necessary costs incurred as a direct consequence of the Death requiring immediate payment by the executor to the estate of the Insured Person whilst the administration is being arranged up to a maximum of £2,000 any one Insured Person

### **Facial Disfigurement**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of permanent facial disfigurement with visible scar tissue of at least 1 centimetre in length in the area from the hairline to and including the lower jaw and ears the Company will pay the following benefit

A 1 to 5 centimetres in length £1,250

B Over 5 centimetres in length £2,500 per Insured Person subject to a maximum of £5,000

### **Funeral Expenses**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death the Company will pay the necessary costs incurred with the Company's prior written consent for funeral expenses up to a maximum of £10,000 any one Insured Person subject to this not being included in any claim under the Medical Repatriation and Emergency Travel Expenses Insurance Section

### **Hospitalisation**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person being admitted to Hospital on the recommendation of a Medical Practitioner the Company will pay the Insured on behalf of the Insured Person £50 per full 24 hours up to a maximum of fifty two weeks any one Insured Person while they are a Hospital in-patient subject to this not being included in any claim under the Medical and Emergency Travel Expenses Insurance Section

### **Hospital Visiting Expenses**

Where Hospitalisation is paid the Company will pay the necessary costs incurred by the Insured Person's Spouse and Child in respect of travel and accommodation expenses in visiting the Insured Person in hospital up to £100 per full 24 hours up to a maximum payment of £5,000 for the period spent as a hospital in-patient subject to these not being included in any claim under the Medical Expenses Repatriation and Emergency Travel Expenses Insurance Section

### **Paralysis**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering paralysis the Company will pay the following benefit

A total loss of use of all four limbs bladder and rectum £125,000

B total loss of use of two legs bladder and rectum £ 50,000

### **Recruitment Costs following Suicide**

If during the Operative Time the Insured Person commits suicide and Exclusion 6 of the Personal Accident Insurance Section of this Policy is applied the Company will pay the necessary expenses incurred in engaging a replacement Director or Employee up to a maximum of £10,000 any one Insured Person

### **Relocation Expenses**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred with the Company's prior written consent for stamp duty payments solicitors' and estate agents' fees and removal costs necessitated as a direct and necessary result of the Insured Person having to relocate as a direct result of the Disablement suffered up to a maximum of £25,000 any one Insured Person subject to there not being any claim paid under the Disability Assistance Extension

### **Retraining**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering Permanent Total Disablement from the Insured Person's usual occupation in the Business for which the benefit is paid the Company will pay reasonable expenses incurred with the Company's prior written consent in retraining the Insured Person for an alternative occupation with the Insured up to a maximum of £25,000

## **Exclusion to this Section**

The Company will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by

- 1 illness or disease (not resulting from bodily injury following an Accident)
- 2 any naturally occurring condition or degenerative process
- 3 any gradually operating cause
- 4 post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)
- 5 War or Terrorism occasioned by any Nuclear Chemical or Biological Cause other than as provided under the Personal Accident Nuclear Chemical or Biological Cause Extension



## **Personal Accident Insurance Section – Nuclear Chemical or Biological Extension**

The cover provided hereunder is an Extension to the Personal Accident Insurance Section of this Policy but only where the Personal Accident Insurance Section of this Policy provides cover for an Operative Time of 24 Hour or Occupational Accidents Only or Occupational Accidents Only including Commuting and then for only those Category of Insured Persons with the aforementioned Operative Time

### **The Cover**

If whilst on any premises of the Insured the address of which has been declared to the Company at inception and at each subsequent renewal (other than Premises acquired throughout the Period of Insurance and which this Policy provides cover under the Acquisition Clause) an Insured Person sustains bodily injury following an Accident or contracts illness occasioned by any Nuclear Chemical or Biological Cause as a direct or indirect result of Terrorism which within 26 weeks is the sole and independent cause of Death or Disablement the Company will pay to the Insured the appropriate Benefit shown in the Schedule subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

### **General Definitions applying to this Extension**

The General Definitions applying to this Policy apply to this Extension with the exception of Incident which shall be amended below

#### **Incident**

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time within 50 metres of the Insured's Premises

### **Special Definitions applying to this Extension**

The Special Definitions applying to the Personal Accident Insurance Section of this Policy apply to this Extension except as amended below

Disablement  
Benefits 2 to 4

The following additional Special Definition applies to this Extension

Premises  
Interior portion of a building with a singular identifiable address in Britain owned or leased by the Insured in the conduct of their Business

### **Special Conditions applying to this Extension**

Special Conditions applying to the Personal Accident Insurance Section apply to this Extension

### **Special Claims Settlement Conditions applying to this Extension**

The Special Claims Settlement Conditions applying to this Policy apply to this Extension except as amended below

#### **Claims Notification**

The Insured must provide written notification to the Company no later than 35 days of the occurring of any Accident Incident event or circumstance which may give rise to a loss which is covered under this Extension

### **Special Extensions to this Extension**

The following Special Extensions shall be payable in addition to any benefit paid under the Personal Accident Section – Nuclear Chemical or Biological Cause Extension Benefits 1- 4 of the Policy subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

#### **Bereavement Counselling**

If during the Operative Time the Insured Person sustains bodily injury following an Accident or contracts illness which within 26 weeks is the sole and independent cause of Death for which Benefit 1 is paid the Company will pay necessary expenses with the Company's prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

from Healix Security as deemed appropriate by the Company to the Insured Person's Spouse or Child up to £250 per week up to a maximum £5,000 any one Insured Person

### **Catastrophe Critical Response Counselling**

If during the Period of Insurance any single Incident results in payment of the Death benefit for five or more Directors or Employees of the Insured who are covered under the Personal Accident Insurance – Nuclear Chemical or Biological Cause Extension the Company will pay necessary expenses with the Company's prior written consent for specialist counselling support services for any Director or Employee of the Insured up to a maximum £5,000

### **Counselling**

If during the Operative Time the Insured Person sustains bodily injury following an Accident or contracts illness which within 26 weeks is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses with the Company's prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

from Healix Security as deemed appropriate by the Company to the Insured Person up to £250 per week up to a maximum £5,000 any one Insured Person

### **Disability Assistance**

If during the Operative Time the Insured Person sustains bodily injury following an Accident or contracts illness which within 26 weeks is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred with the Company's prior written consent to make alterations to the Insured Person's home car or usual place of work as a direct and necessary result of the Disablement suffered up to a maximum of £25,000

### **Executor Expenses**

If during the Operative Time the Insured Person sustains bodily injury following an Accident or contracts illness which within 26 weeks is the sole and independent cause of Death the Company will pay the necessary costs incurred as a direct consequence of the Death requiring immediate payment by the executor to the estate of the Insured Person whilst the administration is being arranged up to a maximum of £2,000 any one Insured Person

### **Funeral Expenses**

If during the Operative Time the Insured Person sustains bodily injury following an Accident or contracts illness which within 26 weeks is the sole and independent cause of Death the Company will pay the necessary costs incurred with the Company's prior written consent for funeral expenses up to a maximum of £10,000 any one Insured Person

### **Relocation Expenses**

If during the Operative Time the Insured Person sustains bodily injury following an Accident or contracts illness which within 26 weeks is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred with the Company's prior written consent for stamp duty payments solicitors' and estate agents' fees and removal costs necessitated as a direct and necessary result of the Insured Person having to relocate as a direct result of the Disablement suffered up to a maximum of £25,000 any one Insured Person subject to there not being any claim paid under the Disability Assistance Extension

## **Exclusions to this Extension**

The Company will not pay

any Benefit where bodily injury following an Accident or illness is the result of or contributed to by

- 1 deliberate emission discharge release or escape from an aircraft of
  - a) any nuclear weapon or device or
  - b) any solid liquid or gaseous chemical agent and/or Biological Agent as a direct or indirect result of Terrorism as defined
- 2
  - a) the Insured Person taking an active part in the creation transportation use or release of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical and/or Biological Agent
  - b) bodily injury that has not been diagnosed by a qualified Medical Practitioner within 28 days of the Insured Person's exposure to any Accident Incident event or circumstance
- 3 the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

## Business Travel Insurance

### Baggage Insurance Section

#### The Cover

If during an Insured Journey an Insured Person's Baggage is lost damaged stolen or destroyed the Company will indemnify the Insured on behalf of the Insured Person concerned for the cost of repair or replacement

#### The Company will pay

the cost of replacement as new except for items that can be economically repaired including clothing where the cost of repair will be paid up to the appropriate Sum Insured shown in the Schedule in respect of any one Insured Person less any amount recoverable from any transport provider

#### Special Extensions applying to this Section

Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

Business Equipment

If during an Insured Journey Business Equipment is lost damaged stolen or destroyed the Company will indemnify the Insured for the cost of repair or replacement less Value Added Tax recoverable by the Insured

Delayed Baggage

In the event of the Insured Person's Baggage being lost for more than 4 hours the Company will reimburse the Insured on behalf of the Insured Person concerned up to £2,000 towards the cost of purchasing emergency replacement clothing toilet requisites and similar items Any amount paid under this extension will be deducted from any subsequent amount payable under the Baggage Insurance Section for the same loss

Loss of Keys

If during an Insured Journey the keys to the external doors safes or alarms of the Insured Person's home or car keys are lost damaged stolen or destroyed the Company will indemnify the Insured on behalf of the Insured Person concerned for the replacement of the lock mechanisms up to £500

#### Exclusions to this Section

The Company will not pay

- 1 more than £3,000 or the Sum Insured as detailed in the Schedule whichever is the lesser in respect of any one item pair or set
- 2 for loss or damage theft or destruction of Money and Credit Cards bonds negotiable instruments or securities of any kind
- 3 for loss or damage or destruction caused by
  - a) atmospheric or climatic conditions or any other gradually operating cause
  - b) any process of cleaning dyeing repairing or restoring
  - c) delay confiscation or detention by order of any Government or public authority
- 4 for mechanical or electrical breakdown or derangement
- 5 for any Baggage that is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading
- 6 In respect of Business Equipment
  - a) left in an unattended vehicle
  - b) where the loss has not been reported to the police or other recognised authority within 48 hours of discovery of the loss
- 7 any claim which is directly or indirectly as a result of or is contributed to by or is as a consequence of
  - a) severe acute respiratory syndrome coronavirus 2 (SARS-COV-2) or
  - b) coronavirus disease 2019 (COVID-19) or
  - c) any derivative or mutation of either A. or B

#### Special Services applying to this Section

##### Healix Identity Theft Helpline

Over the phone preventative advice to help an Insured Person to safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

# **Cancellation Curtailment Replacement Rearrangement and Change in Itinerary Insurance Section**

## **The Cover**

If the Insured or the Insured Person is forced to

- A Cancel an Insured Journey
- B Curtail an Insured Journey
- C Replace an Insured Person on an Insured Journey
- D Rearrange to resume an Insured Journey
- E Change the itinerary of a pre booked Insured Journey

as a direct and necessary result of any cause outside the Insured's or the Insured Person's control the Company will indemnify the Insured for

- A deposits and advance payments (on a proportionate basis in respect of Curtailment)
- B charges for transport
- C charges for accommodation and sustenance
- D any other charges

reasonably and necessarily incurred and that are forfeit under contract or are not otherwise recoverable

## **The Company will pay**

up to the cost of the Insured Journey including those trips on the Insured's Business funded wholly or in part by air miles but not exceeding the appropriate Sum Insured in respect of any one Insured Person subject to the Incident Limit as detailed in the Schedule

## **Exclusions to this Section**

The Company will not pay in respect of any claim as a result of

- 1 disinclination to travel
- 2 redundancy of the Insured Person or any of the Insured's Directors or Employees
- 3 the Insured's financial circumstances
- 4 the financial failure or omission or neglect of any provider (or their agent) of transport or accommodation
- 5 regulations made by any Government or public authority
- 6 withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of any Port Authority or the Civil Aviation Authority or any similar body in any country
- 7 strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked
- 8 mechanical breakdown or failure of the means of transport on which the Insured Person is travelling or intends to travel unless it has been delayed by at least 2 hours
- 9 circumstances involving a person who is travelling or intending to travel against the advice of a Medical Practitioner or for the purpose of obtaining treatment
- 10 circumstances more specifically Insured under the Evacuation Insurance Section of this Policy
- 11 which is directly or indirectly as a result of or is contributed to by or is as a consequence of
  - a) severe acute respiratory syndrome coronavirus 2 (SARS-COV-2) or
  - b) coronavirus disease 2019 (COVID-19) or
  - c) any derivative or mutation of either A. or B

## Evacuation Insurance Section

### The Cover

If an Insured Person is forced to Evacuate during an External Journey as a direct and necessary result of Evacuation from any cause outside the Insured's or the Insured Person's control the Company will reimburse the Insured on behalf of the Insured Person for all Evacuation Expenses reasonably and necessarily incurred.

### The Company will pay

up to but not exceeding the appropriate Sum Insured in respect of any one Insured Person subject to the Incident Limit as detailed in the Schedule

### Exclusions to this Section

The Company will not pay in respect of any claim as a result of

- 1 the Insured or the Insured Person violating the laws or regulations of the country in which they are travelling
- 2 the Insured Person failing to produce or maintain immigration work residence or similar visas permits or other relevant documentation for the country to which they are travelling
- 3 redundancy of the Insured Person or any of the Insured's Directors or Employees
- 4 the Insured's financial circumstances
- 5 Evacuation of nationals of the country involved
- 6 disinclination of the Insured Person to continue an Insured Journey
- 7 regulations made by any Government or public authority
- 8 Evacuation undertaken without the prior consent and agreement of the Company's security service provider Healix Security
- 9 circumstances more specifically insured under the Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance Section of this Policy
- 10 any claim handled by Healix Security where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured
- 11 which is directly or indirectly as a result of or is contributed to by or is as a consequence of
  - a) severe acute respiratory syndrome coronavirus 2 (SARS-COV-2) or
  - b) coronavirus disease 2019 (COVID-19) or
  - c) any derivative or mutation of either A. or B

### Special Extension applying to this Section

#### Trauma Risk Management Counselling

If during the Period of Insurance any Insured Person is forced to Evacuate during an External Journey for which a claim is paid under the Evacuation Insurance Section of this Policy the Company will also pay necessary expenses incurred with the Company's prior written consent for trauma risk management counselling to be delivered by the Company's security services provider Healix Security up to £5,000 any one incident

### Special Claims Settlement Condition applicable to this Section

- 1 The Company's security services provider Healix Security must be informed immediately of any incident event or circumstance likely to give rise to a claim

# Hijack Kidnap and Detention Insurance Section

## The Cover

If in the course of an Insured Journey an Insured Person is unlawfully seized the Company will compensate the Insured on behalf of the Insured Person concerned as detailed below

## The Company will pay

in respect of each Insured Person

- A £500 for each day or part thereof
- B the additional cost of travel and accommodation necessarily incurred as a direct result of the unlawful seizure of the Insured Person
- C for expenses necessarily incurred in the engagement of the Company's security services provider Healix Security
- D for expenses necessarily incurred in the engagement of public relations legal and medical advisers with the knowledge and agreement of the Company

up to a maximum of £100,000 per Insured Person and £250,000 any one Period of Insurance

## Exclusions to this Section

The Company will not pay in respect of any claim as a result of

- 1 any fraudulent dishonest or criminal act of the Insured or the Insured Person
- 2 expenses incurred under C above without the prior consent and agreement of the Company's security services provider Healix Security
- 3 expenses incurred under D above without the prior consent and agreement of the Company
- 4 any claim handled by Healix Security where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured
- 5 expenses incurred under D above which are more specifically insured under the Medical Repatriation and Emergency Travel Expenses Insurance Section
- 6 which is directly or indirectly as a result of or is contributed to by or is as a consequence of
  - a) severe acute respiratory syndrome coronavirus 2 (SARS-COV-2) or
  - b) coronavirus disease 2019 (COVID-19) or
  - c) any derivative or mutation of either A. or B



## Legal Expenses Insurance Section

### The Cover

If an Insured Person sustains Injury during an Insured Journey the Company will pay to the Insured on behalf of the Insured Person Legal Expenses incurred by the Insured Person or their Legal Personal Representative in pursuit of compensation against the third party who has caused the Injury

The Company will pay up to a maximum of £50,000 Any One Claim any one Insured Person

### Special Definitions applying to this Section

#### Any One Claim

All Legal Proceedings including appeals arising from or relating to the same original cause or event

Arc Legal Assistance Ltd ("Arc") handle claims on behalf of the Company

Arc Legal Assistance Ltd is a third party service provider approved

by Royal & Sun Alliance Insurance Ltd

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

Telephone: 0344 770 9000

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

#### Injury

Physical injury to or death disease or illness of the Insured Person

#### Legal Expenses

A Any fees (other than those charged only on the successful outcome of the Legal Proceedings) expenses or other disbursements including costs and fees of expert witnesses reasonably incurred by the Legal Personal Representative in connection with the Legal Proceedings or in appealing or resisting an appeal against the judgement of any court in connection with any Legal Proceedings

B Any costs payable by the Insured Person following an award of costs by any court and any costs payable following an out of court settlement to which ARC has agreed and which is made in connection with any Legal Proceedings

#### Legal Personal Representative

A solicitor or other suitably qualified person appointed to act for the Insured Person or their legal personal representatives in any Legal Proceedings

#### Legal Proceedings

The pursuit of a legal action in a civil court

### Claims Settlement Conditions applying to this Section

#### Arbitration

If there is a dispute between the Insured Person and the Company or ARC about this Section of the Policy it can be taken to an independent arbitrator The arbitrator will be a solicitor or barrister whom the Insured Person and ARC agree to If ARC cannot agree with the Insured Person to an arbitrator the President of the Law Society (or similar organisation) will choose the arbitrator The side that loses the arbitration will pay the costs of the arbitration If the decision is not totally in favour of one side the arbitrator will decide who pays the costs If the Insured Person loses or is asked to pay a share of the costs these costs will not be covered under this Section

#### Co-operation

ARC must be able to contact the Legal Personal Representative. The Insured Person and the Legal Personal Representative must co-operate with ARC about developments concerning the Insured Person's case ARC must be able to have access to the Legal Personal Representatives files if ARC requests this The Insured Person owes the same obligation to ARC as to the Legal Personal Representative

#### Notification

The Company will have no liability in respect of Legal Expenses in respect of any matter which the Insured does not notify to the Company in accordance with the requirements of this condition

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured must inform ARC by filling in a claim form immediately that the Insured is aware of any occurrence or event that may give rise to a claim, and sending the claim form to ARC at the address shown. The Insured must give ARC a full and truthful account of the details of the claim. Until ARC have been told about the claim and ARC has given its agreement, the Company will not be responsible for any Legal Expenses

### **Payment of Bills**

The Insured Person must send ARC all bills for the Legal Personal Representative's Legal Expenses as soon as the Insured Person receives them. The Insured Person must confirm that any charges to be paid are acceptable and that ARC may pay the bill for the Insured Person. If ARC asks the Insured Person must ask the Legal Personal Representative to submit the bill of costs for assessment or audit.

### **Recovery**

The Insured Person and the Legal Personal Representative must take every step to recover Legal Expenses. If the Company pay Legal Expenses up to the maximum for Any One Claim and the Insured Person pays more Legal Expenses to end the case the Company and the Insured Person will share any Legal Expenses that are recovered. The Company and the Insured Person will each receive the same percentage as was paid.

### **Selection of the Legal Personal Representative**

1 Outside the European Union ARC shall have complete control over the Legal Proceedings and the selection appointment and control of any Legal Personal Representative.

2 For claims within the European Union

i) Where Court papers have been issued (or received) or where there is a conflict of interest, the Insured Person is free to choose a suitably qualified Legal Personal Representative.

In selecting the Legal Personal Representative the Insured Person shall have a duty to minimise the cost of Legal Proceedings.

ARC may choose not to accept a Legal Personal Representative chosen by the Insured Person. If this occurs ARC will explain why. If there is a disagreement over the choice in these circumstances the Insured Person may choose another suitably qualified person and submit the name of that person to ARC for consideration.

ii) In all circumstances except those described in 2) i) above ARC shall choose a Legal Personal Representative to act on the Insured Person's behalf.

If the Insured Person's choice of Legal Personal Representative has to undertake work to familiarise themselves with the work already undertaken on the case the Insured Person will not be covered for this work to be done. The Insured Person must also confirm that their choice of Legal Personal Representative will not charge more than ARC's choice of Legal Personal Representative unless the Insured Person agrees to pay this difference personally.

Any Legal Personal Representative is appointed in the Insured Person's name to act on behalf of the Insured Person.

In the period before ARC agree that Legal Proceedings are necessary ARC reserve the right to seek to obtain a settlement on the Insured Person's behalf. The settlement will be subject to the Insured Person's agreement which the Insured Person will not unreasonably refuse or withhold.

### **Settlement**

The Insured Person must tell ARC if an offer is made to settle the Legal Proceedings and must not negotiate or agree to settle the dispute without having ARC's agreement beforehand. If the Insured Person does not accept a reasonable offer the Company may not continue to support the claim.

### **Exclusions to this Section**

The Company will not pay any Legal Expenses in respect of

- 1 any Legal Expenses incurred either prior to the granting of support by ARC or without ARC's written consent
- 2 costs in excess of £100,000 where the same original cause event or circumstance gives rise to claims by more than two Insured Persons
- 3 Legal Proceedings between any Insured Person and the Insured or any other Insured Person
- 4 any claim where
  - a) there are not reasonable prospects of successfully pursuing or defending the Legal Proceedings or achieving a reasonable settlement or
  - b) a reasonable estimate of the Insured Person's total irrecoverable Legal Expenses is greater than the amount in dispute

However where it is fair and reasonable to do so the Company may at ARC's sole discretion offer the Insured Person a cash settlement in substitution for the reimbursement of Legal Expenses.

- 5 any costs relating to a claim or counterclaim made against the Insured Person by any other party
- 6 fines damages or penalties of any nature
- 7 any claim against ARC or the Company or any person or business acting on their behalf in respect of the cover terms conditions and limitations of this Policy or any service advice or arrangements given in connection with this policy
- 8 any claim arising out of any wilful deliberate reckless or intentional action taken by an Insured Person
- 9 Legal Proceedings undertaken in more than one country
- 10 any Legal Proceedings directly or indirectly caused by contributed to or arising from or in connection with any accident involving a mechanically propelled vehicle or trailer owned by the Insured Person

- 11 any Legal Proceedings in respect of which the Insured is or but for the existence of this Policy would be entitled to indemnity under any other insurance policy held by the Insured or any policy which the Insured is required to hold by law
- 12 the pursuit or defence of any action alleging defamation or malicious falsehood
- 13 the defence of civil Legal Proceedings made or brought against the Insured that arise out of or relate to
  - a) the death disease or illness of or bodily injury to any person
  - b) the actual or alleged breach of any duty owed as a Director or officer of any company
  - c) the Insured's profession trade or occupation
  - d) the loss destruction or damage of or to any property This also includes loss of use of property which cannot be used because of the loss destruction or damage
- 14 Legal Proceedings in constitutional international or supranational Courts or tribunals other than the European Court of Justice and the Commission and Court of Human Rights
- 15 any consequence of War
- 16 Terrorism occasioned by Nuclear Chemical or Biological Cause
- 17 any claim which is directly or indirectly as a result of or is contributed to by or is as a consequence of
  - a) severe acute respiratory syndrome coronavirus 2 (SARS-COV-2) or
  - b) coronavirus disease 2019 (COVID-19) or
  - c) any derivative or mutation of either A. or B.

## Medical Expenses Repatriation and Emergency Travel Expenses Insurance Section

### The Cover

If during an Insured Journey an Insured Person falls ill or sustains bodily injury or suffers Complications of Pregnancy the Company will indemnify the Insured or Insured Person in respect of Medical and Emergency Travel Expenses which are necessarily incurred as a direct result

### The Company will pay

up to the appropriate Sum Insured shown in the Schedule for all Medical and Emergency Travel Expenses incurred in respect of any one Insured Person

### Special Definitions applying to this Section

#### Medical Expenses

- A** incurred on an External Journey and within two years of the date that the need for treatment first arises
- B** The cost of ongoing medical surgical or other remedial attention/treatment as an in-patient necessarily incurred and not otherwise recoverable from the National Health Service in the 6 months immediately following emergency repatriation to the Insured Person's usual country of domicile as a result of injury or illness suffered during an External Journey up to an amount not exceeding £25,000
- Dental and optical expenses are included only if necessitated by bodily injury following an Accident or incurred for emergency treatment

#### Complications of Pregnancy

Pregnancy or childbirth expenses are included but only if necessitated by

- i) bodily injury following an Accident or
- ii) incurred for pregnancy related illness or complications requiring emergency treatment

#### Emergency Travel Expenses

The additional costs incurred on an Insured Journey (less any saving by or recovery available to the Insured Person concerned) of travel accommodation rescue and Repatriation incurred upon the recommendation of Healix Security in respect of the Insured Person or of any business colleague relative or friend (up to a maximum of two persons) who have necessarily to travel to or remain with or escort the Insured Person

#### Repatriation

The necessary cost of transporting the body or ashes and the Insured Person's Baggage and Business Equipment to their normal country of residence

## Special Extensions applying to this Section

### Funeral Expenses

If during the course of an External Journey the Insured Person dies the Company will pay up to a maximum of £10,000 for the necessary cost incurred with the Company's prior written consent for funeral expenses

### Hospitalisation Benefit

If during the course of an Insured Journey the Insured Person is admitted to a Hospital on the recommendation of a Medical Practitioner the Company will pay £50 per full 24 hours up to a maximum of 52 weeks while the Insured Person is a Hospital in-patient outside Britain

### Repatriation of household goods

If during the course of an External Journey exceeding six months the Insured Person dies the Company will pay up to a maximum of £2,000 for the necessary cost incurred with the Company's prior written consent of repatriating household goods

### Search and Rescue Costs

If during the course of an External Journey the Insured Person is reported as missing and a search or rescue is instigated by approved rescue or police authorities because

- A it is known or believed that the Insured Person has sustained bodily injury following an Accident or fallen ill
- B weather and safety conditions are such that it becomes necessary to instigate a search or rescue to prevent the Insured Person from sustaining bodily injury following an Accident or falling ill

the Company will pay up to a maximum of £25,000 for the necessary and reasonable costs incurred

## Exclusions to this Section

### The Company will not pay

- 1 for any Medical Expenses incurred in Britain or the country where the Insured Person is normally resident (other than as provided under Special Definition Medical Expenses B above)
- 2 Costs of medication known to be required or continued by the Insured Persons whilst on an Insured Journey
- 3 any claim if the Insured Person is travelling against medical advice given by a Medical Practitioner or for the purpose of obtaining treatment
- 4 any claim handled by Healix Security where it is subsequently found that the person receiving treatment or incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured

## Money and Credit Cards Insurance Section

### The Cover

The Company will reimburse the Insured on behalf of the Insured Person concerned if during

- A an Insured Journey or the 120 hours immediately preceding its commencement or subsequent to its completion an Insured Person loses their own personal Money
- B an Insured Journey an Insured Person suffers financial loss solely as a result of a their own personal Credit Card being stolen or lost and subsequently used by any person other than the Insured Person or a member of the Insured Person's family

### The Company will pay

up to the appropriate Sum Insured detailed in the Schedule in respect of any one Insured Person provided that the Insured Person must, as soon as possible and in any event within 48 hours of the loss or theft being discovered notify the loss to the Police or other appropriate authorities and obtain a written loss report.

## Special Conditions applying to this Section

### Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

## Exclusions to this Section

### The Company will not pay

- 1 for losses exceeding £1,000 in respect of coin bank and currency notes
- 2 for shortages or loss due to error omissions depreciation in value or confiscation or detention by customs or other lawful officials or authorities

- 3 any claim for loss of a Credit Card unless the Insured Person has complied with all the terms and conditions under which the card was issued where reasonably able to do so
- 4 any claim which is directly or indirectly as a result of or is contributed to by or is as a consequence of
  - a) severe acute respiratory syndrome coronavirus 2 (SARS-COV-2) or
  - b) coronavirus disease 2019 (COVID-19) or
  - c) any derivative or mutation of either A. or B

## **Personal Liability Insurance Section**

### **The Cover**

The Company will indemnify the Insured on behalf of the Insured Person in respect of legal liability for damages arising from accidental

- A Injury to any person or
- B loss of or damage to material property happening during an Insured Journey

The Company will pay

- A up to £5,000,000 for damages in respect of any one Event and
- B claimant's costs and expenses for which the Insured Person is legally liable in connection with the Event giving rise to the claim and
- C all other costs and expenses incurred with the written consent of the Company

### **Special Definitions applying to this Section**

#### **Event**

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause

#### **Injury**

Bodily injury mental injury death disease or illness

#### **Insured Person**

The Insured Person detailed in the Schedule or the Insured Person's personal representatives

### **Claims Settlement Conditions applying to this Section**

#### **Admission of Liability**

No admission offer promise payment or indemnity may be made or given by or on behalf of the Insured or the Insured Person without the written agreement of the Company

#### **Final Settlement**

The Company may at any time pay the Insured Person the amount for which a claim can be settled up to a limit of £5,000,000 (less any sums already paid as damages). The Company will then be under no further liability in respect thereof other than for costs and expenses incurred prior to the Company making such a payment

#### **Notification**

The Company will have no liability in respect of Personal Liability in respect of any matter which the Insured does not notify to the Company in accordance with the requirements of this condition

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured shall give to the Company immediate written notice with full particulars of any claim or occurrence which may give rise to a claim

Every letter claim form writ summons and process must be forwarded to the Company immediately

The Insured shall notify the Company immediately upon becoming aware of any prosecution inquest or inquiry in connection with any occurrence which may give rise to a claim

#### **Rights of Recovery**

The Company shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the Insured Person for the Company's own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim

## Exclusions to this Section

The indemnity will not apply to legal liability

- 1 arising out of
  - a) the Insured Person's profession trade or business
  - b) the ownership possession or use by or on behalf of the Insured Person of any caravan mechanically propelled vehicle aircraft or other aerial device hovercraft or water- borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
  - c) War
- 2 in respect of loss of or damage to any property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured Person This Exclusion shall not apply to loss or damage to premises including their fixtures and fittings leased or rented to the Insured Person where such legal liability has not been accepted by agreement
- 3 for any claim which is directly or indirectly as a result of or is contributed to by or is as a consequence of
  - a) severe acute respiratory syndrome coronavirus 2 (SARS-COV-2) or
  - b) coronavirus disease 2019 (COVID-19) or
  - c) any derivative or mutation of either A. or B

## Personal Security Specialist Expenses Insurance Section

### The Cover

If during an Insured Journey an Insured Person becomes involved in a Life-threatening Situation the Company will reimburse the Insured in respect of the costs necessarily incurred to employ the services of the Company's security services provider Healix Security in extricating the Insured Person from such Life-threatening Situation

The Company will pay up to the appropriate Sum Insured in respect of any one Insured Person subject to the Incident Limit as detailed in the Schedule

### Special Definition applying to this Section

Life-threatening Situation

Any situation or event occurring on an Insured Journey where the Company's security services provider Healix Security agree that the Insured Person's life is potentially in danger

### Special Conditions applying to this Section

- A Healix Security must be informed immediately or as soon as reasonably possible of any situation or event that may give rise to a claim
- B The Insured and Insured Person must provide Healix Security with all information in a timely manner and must not make or attempt to make arrangements without the reasonable involvement and/or agreement of Healix Security
- C Any extrication must be organised by Healix Security who will use the most appropriate method including if necessary the attendance of a security specialist to accompany an Insured Person if required

## Exclusions to this Section

The Company will not pay

in respect of any claim as a result of

- 1 the Life-threatening Situation being directly due to circumstances within the control of the Insured or the Insured Person
- 2 any fraudulent dishonest or criminal act of the Insured or the Insured Person
- 3 circumstances more specifically insured under the Hijack Kidnap and Detention Insurance Section or Evacuation Insurance Section of this Policy
- 4 any claim handled by Healix Security where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured
- 5 which is directly or indirectly as a result of or is contributed to by or is as a consequence of
  - a) severe acute respiratory syndrome coronavirus 2 (SARS-COV-2) or
  - b) coronavirus disease 2019 (COVID-19) or
  - c) any derivative or mutation of either A. or B



## Travel Delay Insurance Section

### The Cover

If the departure (both original and subsequent) of the aircraft, sea vessel or other publicly licensed conveyance on which the Insured Person is booked to travel on an Insured Journey is delayed for at least 4 hours beyond the departure time indicated by the carrier as a direct and necessary result of any cause outside the Insured or Insured Person's control the Company will compensate the Insured for the inconvenience caused

### The Company will pay

A £200 after the first 4 consecutive hours  
B an additional £50 for each subsequent hour delayed  
up to a maximum of £750 in respect of any one Insured Person

### Exclusion to this Section

#### The Company will not pay if

- 1 the delay is due to strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked
- 2 the delay is due to the withdrawal from service temporarily or permanently of any means of transport on the orders or recommendations of any Port Authority or the Civil Aviation Authority or any similar body in any country
- 3 the Insured Person has received any compensation from the airline concerned in respect of over booking of seats
- 4 the Insured Person failed to check in according to the itinerary supplied unless the failure was itself due to strike or industrial action
- 5 the Insured Person failed to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay;
- 6 the Insured or the Insured Person cancelling the Insured Journey and being eligible for indemnity for Cancellation Expenses under this Policy.
- 7 the claim is directly or indirectly as a result of or is contributed to by or is as a consequence of
  - a) severe acute respiratory syndrome coronavirus 2 (SARS-COV-2) or
  - b) coronavirus disease 2019 (COVID-19) or
  - c) any derivative or mutation of either A. or B

## Travel Document Insurance Section

### The Cover

If during an Insured Journey the Insured Person loses or damages their passport visa travel tickets or other essential travel documents the Company will reimburse the Insured Person for the necessary additional cost of travel and accommodation and other costs necessarily incurred to enable the Insured Person to obtain replacements

### The Company will pay

up to £2,000 any one Insured Person

### Exclusion to this Section

#### The Company will not pay

- 1 if the loss has not been reported to the consular representative of the relevant issuing country within 24 hours of discovery
- 2 loss due to confiscation or detention by customs or any other authority;
- 3 any claim which is directly or indirectly as a result of or is contributed to by or is as a consequence of
  - a) severe acute respiratory syndrome coronavirus 2 (SARS-COV-2) or
  - b) coronavirus disease 2019 (COVID-19) or
  - c) any derivative or mutation of either A. or B

### Special Services applying to this Section

#### Healix Security Identity Theft Helpline

Over the phone preventative advice to help an Insured Person to safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

## Assistance Services supporting this Policy

This RSA policy is supported by a fully integrated, multilingual, in-house medical and security assistance third party specialist, Healix International.

The expert advice and assistance provided by Healix Security can be accessed as follows:

Telephone: +44 (0) 20 8763 3155

E-mail: [rsa@healix.com](mailto:rsa@healix.com)

The services can be accessed 24 hours a day 365 days a year

For your protection telephone calls may be recorded or monitored

A full description of their services supporting this Policy, both insured and uninsured, are as follows. Healix Security can quote for uninsured services on a direct basis, please email [gsoc@healix.com](mailto:gsoc@healix.com) quoting RSA21JP for a quotation.

### Travel and Medical Assistance from Healix Security

Healix Security employs a multilingual team of highly skilled and experienced professionals who provide travel and medical assistance services required by today's traveller.

We have customised the services Healix Security provide to protect the health of all travellers insured under this Policy

When a traveller falls ill or suffers an accident whilst overseas or requires travel or medical-related help, Healix Security's dedicated in-house teams of doctors, nurses and case managers are on hand 24/7.

Their highly experienced specialists provide travellers with the highest quality of advice, support and assistance and an immediate response including emergency evacuation and repatriation.

### Healix Security Pre Travel Advice

Even before the Insured Journey commences Healix Security can help with the following advice on

- customs regulations
- currency limits and rules
- banking procedures and hours
- health matters and inoculation requirements
- visa requirements and procedures

For no additional cost, Healix Security can also provide basic information on remote, hostile and/or austere locations including:

- details of the principal medical facilities for a given location
- details of the nearest regional medical referral centre
- high level insights into the logistics, feasibility and challenges of medical provision, including repatriation/evacuation (except where an agent fee is incurred and then the information is available at the cost of that fee)

Should you or your organisation require more granular detail to form part of a formal risk assessment tailored to your specific deployment,

### Healix Security Medical Assistance

The Insured or an Insured Person can obtain immediate assistance by telephoning Healix Security. The 24/7 operations centre has:

- in house doctors and nursing staff
- a network of doctors and nurses throughout the world
- multilingual assistance case managers
- specialist travel agencies for immediate repatriation arrangements in the event of a medical problem

### Healix Security Travellers Helpline

As well as medical assistance the Healix Security Travellers Helpline will provide the following assistance

- advice on replacement of lost or stolen tickets passport or travel documents
- assistance in liaison with carrier on location of lost luggage items
- uninsured motoring assistance if the Insured Person's vehicle breaks down on the way to the airport in the UK
- uninsured domestic assistance for the duration of the Insured Journey – Healix Security will call out a tradesman to attend to an emergency at home but repairs and services necessary are payable by the Insured Person (with the exception of the cover provided under the Loss of Keys Special Extension to the Baggage Insurance Section) This service only applies where the Insured Person's home is in the UK
- emergency message relay to family

### Identity Theft Helpline

Over the phone preventative advice, to help an Insured Person safeguard their identity including guidance on measures to take to re-establish identity and credit rating. To make a claim contact the RSA claims team.

## **Bereavement Advice and Counselling following an Insured Person's death**

Practical information and advice on how to

- register a death and the documentation required by the Registrar
- locate a will
- obtain Grant of Probate or Letters of Administration
- decide whether to consult a solicitor
- select a funeral director
- obtain appropriate counselling for the family left behind and explain the role of the Coroner

## **Counselling following an insured Death or Disablement claim**

With the prior written consent of the Company telephone or face to face counselling sessions are included as part of the claims service. To make a claim for any of the Counselling benefits or for State Benefit Advice, please contact RSA claims team

## **State Benefit Advice following an insured Disablement claim**

Information and advice on the financial implications of long term absence from work due to injury Information on entitlement to State Benefits

## **Travel and Security Assistance from Healix Security**

Healix Security is a specialist global risk consultancy and crisis management company, providing advice and solutions that enable our Policyholders to manage and mitigate their business risks.

Recognised for their specialist expertise, innovative intelligence led approach and track record, their services and solutions deliver security improvements to business operations worldwide.

Healix's security team offer a range of services to meet the spectrum of travel and personal security challenges, ensuring every Insured Person is well prepared, has 24/7 access to security advice when travelling and an emergency response capability in the event of a crisis.

## **Healix Travel Health & Security Advice Web Portal**

The Healix Travel Health & Security Advice web portal, provides travellers with an online resource, giving up-to-date travel information on the countries they are visiting, including a comprehensive coronavirus advisory section.

This online portal is a central point of reference with detailed country dossiers covering a variety of topics, with medical and security risk ratings and summaries, country alerts, healthcare overviews, travel tips, vaccination requirements, medical briefings and much more.

To access this service please register at: <https://traveloracle.healix.com/RSA>

- 1 Complete the registration form to create an account
- 2 Enter policy number RSA1531522
- 3 Click "Register"

If you encounter any difficulties registering, please email [gsoc@healix.com](mailto:gsoc@healix.com) for support.

## **Healix Emergency Security Assistance**

In support of the following Insurance Sections of this Policy

- Evacuation Insurance Section
- Hijack Kidnap and Detention Insurance Section
- Personal Security Specialist Expenses Insurance Section

Assistance and support is given to our policyholders through

- In house expert crisis management and response consultants
- In house security analysts
- A global network of response teams and security professionals
- In country assistance and deployable resources in support and response to any emergency situation
- Specialist agencies for immediate repatriation in the event of a non-medical emergency, natural disaster, terrorist attack or life threatening situations.
- Dedicated hijack kidnap and detention teams
- A variety of in house specialist security service resources

Our Policyholders can also benefit from a suite of risk management services from Healix Security, quotes can be obtained direct for provision of the following:

- Employee traveller tracking
- Close protection and armed security provision
- Crisis management and incident response planning workshops
- Ground support and protective services

- Threat and risk assessments
- Site and project audits
- Embedded analysis & event monitoring
- Security training
- Crisis management
- Travel risk policy
- Counter-terrorism services
- Evacuation planning
- Investigations
- Risk reduction planning
- Medical Emergency Response Plans (MERP)
- Employee medical screening
- Medical consultancy

If this is of interest, please email [gsoc@healix.com](mailto:gsoc@healix.com) quoting RSA21JP for a quotation.

### **RSA Business Travel Assistance App**

The Travel Assistance app, powered by Healix Security, is an essential risk reference tool for a global workforce, providing instant access to information on the countries they are travelling to.

The App provides:

- Direct line to 24/7/365 RSA assistance line
- Configurable travel alerts for your locations of interest
- Country risk profile information & risk ratings
- Travel health safety & vaccination advice
- Interactive risk map
- Mayday alert emergency contact with real time tracking (when activated by the user)
- Secure storage of personal documentation and medical records to the phone
- Integrated traveller risk awareness e-learning course
- Medical briefings and world reports, written by medical experts documenting information about diseases and outbreaks from around the world

You can download the RSA Business Travel Assistance App from:



## **Further Additional Services**

The Insured and Insured Person may also choose to consider the following services which are totally independent of and are not part of this policy:

### **Foreign & Commonwealth Office Travel Advice**

The Foreign & Commonwealth Office periodically issue guidelines about locations around the world and whether it is advisable to travel to, or within, such locations.

It is strongly recommended that the Insured Person/Insured consult the travel advice section of the Foreign & Commonwealth Office website ([www.fco.gov.uk](http://www.fco.gov.uk)) before allowing an Insured Person/Insured to travel

## Claims Handling Process

Conditions that apply to the policy and in the event of a claim are set out in this policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements

Directions for claim notification are included under General Claims Settlement Conditions and Claims Settlement Conditions applying to each Section.

Please be aware that events that may give rise to a claim under the insurance must be notified to us as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in this policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss damage or injury
- Details of the loss damage or injury together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the incident

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts invoices instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations

### Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Initially a notification of any claim should be sent to:

Accident and Health Claims  
15 York Street  
Glasgow  
G2 8LA

Telephone: 0330 102 4093

(dedicated Personal Accident and Business Travel claim telephone number open between 9am and 5pm Monday to Fridays excluding Bank Holidays)

Fax: 01403 325 562

To request a claim form

email: [claims.accidentandhealth@uk.rsagroup.com](mailto:claims.accidentandhealth@uk.rsagroup.com)

For general correspondence

email: [glasgow.accidentandhealthclaims@uk.rsagroup.com](mailto:glasgow.accidentandhealthclaims@uk.rsagroup.com)

Medical Assistance

Telephone: +44 20 8763 3155

E-mail: [rsa@healix.com](mailto:rsa@healix.com)

The services can be accessed 24 hours a day 365 days a year.

For your protection telephone calls may be recorded or monitored.

# Complaints Procedure

## RSA's commitment to customer service

RSA are responsible for complaints relating to RSA's activity (including complaints about claims decisions and policy coverage).

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

## Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary

## Step 1

If your complaint relates to your policy then please contact the sales and service team number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

## Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

Post: RSA Customer Relations Team  
PO Box 255  
Wyndham  
NR18 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## If you are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and land lines)  
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

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

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

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

## Arthur J. Gallagher Insurance Brokers Ltd's commitment to customer service

Arthur J. Gallagher Insurance Brokers Limited ('AJGIBL') are responsible for complaints relating to sales or service of the policy.

Arthur J. Gallagher Insurance Brokers Ltd ('AJGIBL') value their relationship with you and welcome feedback on the service you receive from AJGIBL. Please tell AJGIBL if you are dissatisfied with part of their service so that they can improve the products or services. AJGIBL's aim is that you should benefit from a high quality service using their experience and breadth of insurance broking expertise. AJGIBL always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting your usual AJGIBL representative by whatever means is convenient to you.

If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact:

Address: Complaints Management Team  
7th Floor Spectrum Building  
55 Blythswood Street Glasgow G2 7AT

Email: [commercialcomplaintsuk@ajg.com](mailto:commercialcomplaintsuk@ajg.com)



AJGIBL will acknowledge complaints promptly. AJGIBL complaints procedure is available on request.

If you feel that AJGIBL have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to refer your complaint to the Financial Ombudsman Service; this address is:

Post: Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and land lines)  
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

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

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

Whether or not you make a complaint to AJGIBL and/or refer your complaint to the Financial Ombudsman Service, your right to take legal action will not be affected.

## Fair Processing Notice

At Royal & Sun Alliance Insurance Ltd we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: [www.rsagroup.com/support/legal-information/privacy-policy/](http://www.rsagroup.com/support/legal-information/privacy-policy/)

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
RSA  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

You may also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## Employer's Liability Tracing Office

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

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance:

Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

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

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

The Database will be managed by the ELTO.

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

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

Charity Underwriting by Gallagher is arranged and administered by Arthur J. Gallagher Insurance Brokers Limited and Underwritten by Royal & Sun Alliance Ltd

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. [www.AJG.com/UK](http://www.AJG.com/UK)

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