

Arranged by

magnet[™]

Model Railway Club and Society Insurance Policy





Model Railway Club & Society Insurance Policy

Magnet Insurance is a general insurance intermediary established in 2008 and provides general insurance solutions for private individuals, clubs, societies and commercial clients.

We have developed this Insurance Scheme aimed at Model Railway Collectors', Clubs and Societies and by using the buying power of the model railway community, we are able to provide competitive terms.

If you wish to find out more about Magnet please go to the Magnet website at:

www.magnetinsurance.co.uk or visit our Model Railway website at:

www.modelrailwayinsurance.co.uk

Welcome to Ansvar

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

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

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

Underwritten by Ecclesiastical Insurance Office plc

Where to find what you are looking for

	PAGE		PAGE
All Risks	31	Goods in Transit	65
Book Debts	41	Helpline Services	5
Buildings	16	Legal Expenses.....	75
Business Interruption	36	Loss of Licence	58
Complaints Procedure	7	Making a Claim	4
Computer Breakdown	62	Money	33
Contents	23	Motor Policy Compensation	74
Data Protection Act	6	Personal Accident	60
Definitions	9	PR Crisis Communication	73
Employers' Liability.....	42	Professional Indemnity	54
Fidelity Guarantee.....	71	Property Owners' Liability	56
Financial Services Compensation Scheme.....	6	Public and Products Liability	45
Fraud Prevention.....	6	Refrigerated Contents.....	64
General Conditions.....	84	Trustees' and Directors' Indemnity.....	67
General Exclusions	82	Useful Addresses	8

Making a Claim

ANY CLAIMS APART FROM GLASS OR LEGAL EXPENSES

Phone: 0345 606 0431 our dedicated 24 hour claims number

Email: ansvar.claims@ansvar.co.uk

Online: www.ansvar.co.uk

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

GLASS

Phone Glassolutions: 0800 47 47 47

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

LEGAL EXPENSES

Phone DAS: 0345 850 8946 quoting reference EPS/6700850

Email: newclaims@das.co.uk

Write to: Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

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

FOR ALL CLAIMS

The action to be taken by you in the event of any incident which may give rise to a claim is shown in general condition 10 Claims Procedure (Your Duties) of this policy but the following notes may assist in relation to particular covers.

BUILDINGS, CONTENTS AND ALL RISKS

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

LIABILITY (CLAIM BEING MADE AGAINST YOU)

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

MONEY

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

PR CRISIS COMMUNICATION

- Please refer to the claims conditions in section 18 PR Crisis Communication.

REFRIGERATED CONTENTS

- Please compile a list of the spoiled contents and if possible a photograph of the items.

SALVAGE

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

THEFT, LOSS AND MALICIOUS DAMAGE

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

Helpline Services

In the event of a problem, you can obtain help from any of the following helpline services.

- These are available 24 hours a day 365 days a year for all our policyholders (unless we say otherwise).
- To help check and improve the services all calls (except those relating to counselling) may be recorded.
- We and the suppliers will not accept responsibility if the Helpline Services fail for reasons we or they cannot control.
- Please do not phone DAS to report a general insurance claim.

DAS Legal Expenses Insurance Company Limited (DAS) provide the following services.

Phone DAS: 0345 850 8946 quoting reference EPS/6700850

EMERGENCY ASSISTANCE

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

You are responsible for paying contractors' fees, but if the damage is covered under your policy you will be able to submit a claim in the normal way.

EUROLAW COMMERCIAL LEGAL ADVICE

DAS can provide legal advice on any commercial legal problem affecting you, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

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

DAS' legal advisors provide advice on the laws of England and Wales 24 hours a day, seven days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer you to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland. Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

TAX ADVICE (COMMERCIAL)

DAS can provide advice on any tax matters affecting you, under the laws of the United Kingdom.

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

COUNSELLING (these calls are not recorded)

Phone DAS: 0345 850 8947

DAS can provide all your employees (including any member of their immediate family who permanently live with them) with a confidential counselling service over the telephone, including where appropriate, onward referral to relevant voluntary and/or professional services.

DAS are unable to provide the counselling service to persons under the age of 18.

EMPLOYMENT MANUAL

- The DAS Employment manual provides up-to-date guidance on employment law.
- To view the Employment manual please visit the DAS website at www.das.co.uk. From the Home Page click on the Employment manual icon. You can print any part of this document for your own use.
- Email DAS at employmentmanual@das.co.uk with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.

Approved suppliers provide the following service.

PUBLIC RELATIONS (PR) CRISIS & MEDIA ASSISTANCE HELPLINE SERVICE

Phone: 0345 600 1861 quoting your policy number

- A dedicated PR crisis helpline.
- Specific PR legal advice to complement the helpline services provided by DAS.

NOTE:

- If you require more than helpline advice and cover under section 18 PR Crisis Communication is not operative on your policy schedule, then you will need to separately agree terms with the supplier and be responsible for any costs incurred.
- DAS Legal Expenses Insurance Company Limited have confirmed that PR legal advice received prior to discussion with them will not invalidate any insured claim.

A PR crisis could be defined as:

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

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

Media types:

Broadcast: Television and radio

Online: Social media sites such as Twitter and Facebook

Print: National newspapers and regional press.

Data Protection Act

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

The Financial Services Compensation Scheme (FSCS)

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

The FSCS can only pay compensation for customers of financial services firms authorised by the Prudential Regulation Authority or the Financial Conduct Authority.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought.

The FSCS does not charge individual consumers for using its service.

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

You can write to:

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

Visit the website: www.fscs.org.uk

Phone FSCS helpline: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email: enquiries@fscs.org.uk

Fraud Prevention

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

For further information please refer to our privacy policy available on our website www.ansvar.co.uk

Complaints Procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or by phone at any time to:

For all complaints other than Legal expenses complaints

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

Phone: 0345 60 20 999 or 01323 737541

Email: ansvar.insurance@ansvar.co.uk

For Legal expenses complaints

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

Phone: 0344 893 9013

Email: customerrelations@das.co.uk

OUR PROMISE TO YOU

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

To resolve your complaint we will:

- investigate your complaint thoroughly and impartially;
- keep you informed of the progress of the investigation; and
- respond in writing to your complaint as soon as possible.
- For more complicated issues, we may need a little longer to investigate and we may ask you for more information to help us reach a decision.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will tell you about your right to take the complaint to:

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

Phone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website which has been set up by the European Commission.

Website: <http://ec.europa.eu/consumers/odr/>

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

Useful Addresses

<p>ANSVAR INSURANCE Ansvar House, St Leonards Road Eastbourne, East Sussex, BN21 3UR www.ansvar.co.uk</p>	<p>ASSOCIATION OF BRITISH INSURERS Consumer Information Department One America Square, 17 Crosswall, London, EC3N 2LB www.abi.org.uk</p>	<p>DAS LEGAL EXPENSES INSURANCE CO. LTD DAS House, Quay Side Temple Back, Bristol, BS1 6NH www.das.co.uk</p>
<p>DAS LAW LTD North Quay Temple Back, Bristol, BS1 6FL www.daslaw.co.uk</p>	<p>FINANCIAL OMBUDSMAN SERVICE Exchange Tower London, E14 9SR www.financial-ombudsman.org.uk/</p>	<p>FINANCIAL CONDUCT AUTHORITY (To protect and enhance consumer confidence in the UK financial system) 25 The North Colonnade Canary Wharf, London, E14 5HS www.fca.org.uk/</p>
<p>FINANCIAL SERVICES COMPENSATION SCHEME 10th Floor, Beaufort House 15 St Botolph Street, London, EC3A 7QU www.fscs.org.uk</p>	<p>PRUDENTIAL REGULATION AUTHORITY (To promote safety and soundness of regulated firms and, in respect of insurers, secure the appropriate degree of protection for policyholders) Bank of England, Threadneedle Street, London, EC2R 8AH www.bankofengland.co.uk/pr/</p>	

Policy Wording

This policy, its schedule, any endorsements and certificates are to be read together as one document.

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

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

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

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

This policy includes:

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

Definitions

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

These definitions apply equally where used in the singular or plural unless otherwise stated.

act of terrorism	<p>i. The following definition is specific to general exclusion 5 Terrorism</p> <p>in respect of:</p> <p>a) England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987) 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</p> <p>b) all other instances an act including, but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear</p> <p>ii. The following definition applies to any section, or part of a section, for Employers Liability, Public and Products Liability, Property Owners Liability, Professional Indemnity or Trustees and Directors Indemnity an act including, but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear</p> <p>iii. The following definition applies to any section, or part of a section, for Personal Accident an act including, but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic, or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear</p>
adverse publicity	any publicly available statement, report, comment or speculation, upon any actual or alleged act, omission or statement made, which may result in damage to the good name, standing or public opinion of the policyholder
appointed representative	the preferred law firm or tax consultancy , law firm, accountant or other suitably qualified person who has been appointed to act for an insured person in accordance with the terms of the Legal Expenses section to this policy
asbestos	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
bodily injury	death, illness, injury or disease

Definitions

<p>buildings</p>	<p>the buildings at the premises used for your activities, including:</p> <ul style="list-style-type: none"> • landlords fixtures and fittings • fixed glass forming part of the buildings • piping, ducting, cabling, wiring and associated control gear and accessories on the premises and extending to the public mains • solar panels and wind turbines fixed to buildings • tenants improvements • outbuildings • walls, gates, fences, decking, lychgates, monuments, notice boards, nameplates, signs and fixed garden seating • paths, drives, car parks and other paved or hard-standing areas • swimming pools • fixed outdoor adventure and playground equipment • artificial playing surfaces • inspection covers and fixed: <ul style="list-style-type: none"> - lighting - storage tanks - plant external to the building(s) <p>all belonging to you or for which you are responsible</p>
	<p>Buildings do not include land, jetties, piers or bridges.</p>
<p>charitable body</p>	<p>the charity named as the person(s), church, company, or organisation stated in the schedule as the policyholder For the Trustees' and Directors' Indemnity section only this definition is extended to include wholly or majority owned subsidiary companies.</p>
<p>charity</p>	<ul style="list-style-type: none"> • a registered or recognised charity or organisation holding charitable status • a volunteer organisation • a not-for-profit company • a company limited by guarantee • a Charitable Incorporated Organisation (CIO) • a Community Interest Company (CIC) • a social enterprise <p>the purposes and objectives for which are recognised as charitable in law and are for the public benefit</p>
<p>claim</p>	<p>your request to us for indemnity, reimbursement or benefit under the terms of this policy, provided that a claim includes a single loss or series of losses arising from one event consequent on or attributable to one source or original cause</p>
<p>claim made</p>	<ul style="list-style-type: none"> • any claim notified to us, or • any circumstances which may give rise to a claim that you discover and notify to us <p>during the period of insurance</p>
<p>computer equipment</p>	<p>all computer equipment which is used for electronic processing, communication and storage of electronic data, including all ancillary equipment, environmental or voltage control systems, power supply and wiring</p>

Definitions

contents	furniture, fixtures, fittings, plant, machinery, appliances, documents , electronic data and all other contents, all used in connection with your activities and belonging to you or for which you are responsible
	<p>The following are not included as contents:</p> <ul style="list-style-type: none"> a) landlords fixtures and fittings b) tenants improvements c) property more specifically insured d) clothing and personal effects e) money, credit or debit cards f) securities and financial instruments of any description whether negotiable or non-negotiable g) watercraft (unless non-mechanically propelled and under 9 metres in length), aircraft, hovercraft, motor vehicles (other than power assisted wheelchairs or domestic gardening equipment), horse boxes, trailers, trailer tents, caravans, or any of the parts or accessories that belong to any of them h) pets, livestock or other animals i) stock and electronic equipment j) any property owned by or the responsibility of individual insured persons in his/her/their own private capacity and not used in connection with your activities.
	<p>SPECIAL NOTE (not forming part of the policy wording):</p> <p>Cover is provided for contents for which you are responsible. This cover does not provide for contents belonging to hirers, tenants or other occupiers of the premises who must arrange separate insurance in their own name if they require cover for their property.</p>
costs and expenses	<ul style="list-style-type: none"> • legal costs and expenses recoverable from you by any claimant • defence costs and expenses incurred with our written consent <p>For the Legal Expenses section only this definition is as follows:</p> <ul style="list-style-type: none"> • all reasonable and necessary costs chargeable by the appointed representative and agreed by DAS in accordance with the DAS Standard Terms of Appointment • the costs incurred by opponents in civil cases if the insured person has been ordered to pay them or the insured person pays them with the agreement of DAS
countries covered	<ul style="list-style-type: none"> a) for insured incidents 2 Legal Defence (excluding 2. a) vi. – Statutory notice appeals) and 7 Personal injury: the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey b) for all other insured incidents: the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands
damage/damaged	physical loss, destruction or damage
DAS	DAS Legal Expenses Insurance Company Limited
DAS Standard Terms of Appointment	<p>the terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee)</p> <p>Where a law firm is acting as an appointed representative the amount we will pay is currently £100 per hour. This amount may vary from time to time.</p>
date of occurrence	<p>the date of occurrence for:</p> <ul style="list-style-type: none"> • civil cases (other than under insured incident - 8 Tax Protection), is the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you or an insured person first became aware of it.) • criminal cases, is the date the insured person began or is alleged to have begun to break the law • insured incident 2.a) v. – Legal defence (Formal investigations and disciplinary hearings), is when an insured person first receives formal notice of such investigation or disciplinary hearing • insured incident 2.a) vi. – Legal defence (Statutory notice appeals), is the date when the insured person is issued with the relevant notice and has the right to appeal • insured incident 3 – Statutory licence appeal, is the date when the insured first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of or refuse to renew or cancel the insured's licence or mandatory registration or British Standard Certificate of Registration • insured incident 8.a) - a tax enquiry, is the date when HM Revenue & Customs or the relevant authority, first notifies the insured of its intention to carry out an enquiry • insured incident 8.b) - a Charity Commission enquiry, is the date the insured receives notification from the Charity Commission that they are to conduct an investigation • insured incident 8.c) - an employer compliance dispute or insured incident 8.d) – a VAT dispute, is the date the dispute arises following the issue of an assessment, written decision or notice of a civil penalty

Definitions

declared value	<p>the cost of reinstatement of the buildings insured at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors that may operate subsequently) plus an allowance for:</p> <ul style="list-style-type: none"> • the additional costs of reinstatement • professional fees • debris removal costs <p>as insured under the Additional Fees and Costs extension to the Buildings section of this policy</p>
defamation	defamation, libel, slander and slander of title to goods
denial of service attack	any actions or instructions construed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks
designated premises supervisor	any person holding a personal licence specified as such in the premises licence
document(s)	<p>documents, records, ledgers, books, manuscripts, plans and designs but not electronic data</p> <p>For the Trustees' and Directors' Indemnity section only this definition is as follows: any printed, written or digitally produced deed, will, certificate, plan, book, letter, agreement or document of any type which relates to the charitable body, provided that the following are not included in this definition: - any bearer bond, coupon, bank or currency note or other negotiable instrument</p>
electronic equipment	<ul style="list-style-type: none"> • computer equipment • all other electronic office equipment <p>used in connection with your activities and belonging to you or for which you are responsible</p>
employee	<p>any person:</p> <ul style="list-style-type: none"> • under a contract of service or apprenticeship with you • who is hired to, supplied to or borrowed by you • engaged under a work experience or similar scheme • helping as an authorised volunteer • who is a trustee or director of yours <p>while under your direct control and supervision and working for you in connection with your activities</p> <p>For the Employers' Liability, Public and Products Liability and Professional Indemnity sections only, this definition is extended to include any:</p> <ul style="list-style-type: none"> • labour only sub-contractor or anyone employed by them • self-employed person <p>while under your direct control and supervision and working for you in connection with your activities</p>
environmental defence costs	legal costs and expenses reasonably incurred in obtaining advice and representation in the defence of any criminal proceedings which are initiated during the period of insurance in respect of any actual, alleged or threatened pollution, contamination or seepage of any kind
excess	the first amount of each and every agreed claim that you will be asked to pay
extra expenses	<p>expenditure necessarily and reasonably incurred by you in order to minimise the interruption or interference with your activities, including the cost of:</p> <ul style="list-style-type: none"> • removal to and from temporary premises and fitting up for your use • the additional rent, rates and taxes for these temporary premises • salaries of additional employees and overtime payments • reproducing documents or electronic data not covered under the Contents section but not the value to you of the documents or electronic data nor the materials on which the information is held
fixed glass	<p>fixed:</p> <ul style="list-style-type: none"> • plain plate or sheet glass • glass other than above, including toughened, armoured, laminated, wired, curved, leaded, engraved, stained, or coloured glass • plain non-glass glazing materials in windows or protecting glass in windows
fraudulent or dishonest act	any act or all acts of fraud or dishonesty committed by any employee or employees acting alone or in collusion with others, with the intention of making an improper personal financial gain, resulting in a financial loss to the charitable body

Definitions

gross profit	the amount by which the sum of the turnover plus the value of closing stock and work in progress exceeds purchases plus the value of the opening stock and work in progress
hacking	unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether your property or not
heave	upward movement of the ground beneath buildings as a result of the soil expanding
income	the amount paid or payable to you for goods sold and delivered, collections, donations, gifts, grants or funding, fund-raising activities and for other services rendered in the course of your activities less the cost of any goods purchased
indemnity period	the period beginning with the damage or occurrence and ending not later than the expiry of the maximum indemnity period during which the results of your activities are affected because of the damage or occurrence
insured incident	as specified under WHAT IS COVERED within the Legal Expenses section
insured person	<ul style="list-style-type: none"> a) the insured and the directors, trustees, partners, managers, employees and volunteers of the insured b) the estates heirs, legal representatives or assigns of any person mentioned in a) above in the event of such person dying c) a person contracted to perform work for the insured who is in other respects insured by the insured on the same basis as the insured's employees and performs work under supervision and direction of the insured
landslip	downward movement of sloping ground
loss of licence	any premises licence required to conduct your activities being forfeited, withdrawn, suspended, refused transfer or refused renewal under rules that apply to the registration or by the regulating authority and resulting from a cause beyond your control
loss of licence indemnity period	the period beginning with the date of the loss of licence and ending not later than the 12 months thereafter during which the results of your activities are affected by the loss of licence
maximum indemnity period	the consecutive period of months shown in the schedule
medical malpractice	any actual or alleged negligent act, error or omission in rendering or failing to render medical professional treatment or services which results in bodily injury
mobility equipment	your manual and powered wheelchair(s) and scooter(s) as defined by, and used in accordance with, The Use of Invalid Carriages on Highways Regulations 1988
money	<ul style="list-style-type: none"> • current coins and banknotes • unused current postage stamps, trading stamps, savings stamps, postal orders, money orders, luncheon, charity and consumer redemption vouchers, gift tokens and unused units of franking machines • cheques, travellers cheques, travel tickets, bankers drafts, credit card company sales vouchers or receipts • National Savings certificates, premium bonds • VAT purchase receipts <p>all belonging to you or for which you are responsible in connection with your activities</p>
non-negotiable money	crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, unused units of franking machines, National Savings certificates, premium bonds, credit card company sales vouchers or receipts and VAT purchase receipts, all belonging to you or for which you are responsible in connection with your activities
offshore	<ul style="list-style-type: none"> • embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel • whilst on any offshore rig, platform or service or accommodation vessel
outbuildings	sheds, glass-houses, conservatories, garages, storage units, plant rooms, workshops or other buildings at the premises , all being used for your activities , either: <ul style="list-style-type: none"> • detached from, or • attached to but not internally communicating with the main buildings
outstanding debit balances	the amounts debited or invoiced to customers as set out in your records or accounts for your activities but not paid at the time of the damage , adjusted for bad debts and any abnormal trading conditions

Definitions

pastoral care	the use of counselling skills to provide free, informal, unstructured care and ministry relating to a particular concern of an individual seeking the help of the church or organisation
period of insurance	the period shown on the schedule
personal licence	a personal licence as defined under the Licensing Act 2003
personal money	current coins and banknotes, including foreign currency
preferred law firm or tax consultancy	a law firm, barristers' chambers or tax expert DAS choose to provide legal or other services. They are appointed according to the DAS Standard Terms of Appointment .
premises	the premises shown in the schedule as 'Location'
premises licence	a premises licence, or a qualifying club premises certificate as defined under the Licensing Act 2003
products	goods (including their containers, packaging, labelling or instructions) no longer in your custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by you from or in the territorial limits in connection with your activities
professional indemnity wrongful act	actual or alleged: <ul style="list-style-type: none"> • negligent act, negligent error or negligent omission committed or attempted by you or any employee • breach of professional duty owed by you to a third party • dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission committed by an employee • defamation made by you in the provision of a professional service in the conduct of your activities resulting in a civil liability
professional service	the professional service(s) noted on the schedule provided to a third party by you
professional supplier	any third party individual, company or organisation, other than you or your employees , that: <ul style="list-style-type: none"> • organises • runs • supervises activities as a business, and provides such activities for you under contract with or without a fee being charged
rate of gross profit	gross profit expressed as a percentage of turnover during the financial year immediately before the date of damage
reasonable prospects	a) for civil cases arising from all insured incidents (other than 1. Employment practices legal protection and compensation awards and 2. Legal defence), the prospects that the insured person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that DAS has agreed to, including an enforcement of judgment) make a successful defence or make a successful appeal or defence of an appeal, must be at least 51% DAS or a preferred law firm or tax consultancy on our behalf will assess whether there are reasonable prospects b) for criminal cases, there is no requirement for there to be prospects of a successful outcome, however, for civil and criminal appeals the prospects of a successful outcome must be at least 51%
reinstatement	the rebuilding, replacement or repair of property damaged to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition when new. Where appropriate, reinstatement may be carried out: <ul style="list-style-type: none"> • to your requirements • upon another site provided our liability is not increased
rental income	the rental income for the premises paid or payable to you in the course of your activities
settlement	downward movement as a result of the soil being compressed by the weight of buildings within 10 years of construction

Definitions

specified disease	one or more of the following:		
	acute encephalitis acute poliomyelitis anthrax cholera diphtheria dysentery legionellosis legionnaires disease leprosy leptospirosis malaria	measles meningitis meningococcal septicaemia (without meningitis) mumps ophthalmia neonatorum paratyphoid fever plague rabies relapsing fever rubella	scarlet fever smallpox tetanus tuberculosis typhoid fever typhus fever viral haemorrhagic fever viral hepatitis whooping cough yellow fever
stock	stock and materials in trade, including trade samples and promotional goods, owned by you or held in trust or on commission for which you are responsible and used in connection with your activities		
	Stock does not include money .		
subsidence	downward movement of the ground beneath buildings other than by settlement		
territorial limits	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man		
trustee or director	any natural person who was, is or becomes a (an): <ul style="list-style-type: none"> • trustee • director • officer • governor • member of a committee of management • shadow or de facto director • employee acting in a managerial or supervisory capacity of the charitable body 		
turnover	the amount paid or payable to you for goods sold and delivered and for services rendered in the course of your activities		
unoccupied	unoccupied, untenanted, empty or disused		
	<p>SPECIAL NOTE (not forming part of the policy wording):</p> <p>Buildings that are hired or loaned to third parties on an hourly or daily basis for specific functions or activities as part of your activities are not deemed to be unoccupied during the periods between each hiring provided no one period between each hiring exceeds 30 consecutive days</p>		
virus or similar mechanism	program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. Virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs		
we / us / our	Ansvar Insurance - a business division of Ecclesiastical Insurance Office plc		
working hours	any time when the buildings are occupied for your activities by you or any partner, director or employee responsible for money		
wrongful act	any actual or alleged breach of trust, breach of duty, breach of warranty or authority, breach of statutory law, omission, neglect, error, misstatement, misleading statement, defamation , wrongful trading or any other act wrongfully committed or attempted by any trustee or director when carrying out his/her duties as a trustee or director of the charitable body		
you / your / insured / policyholder	the person(s), company or organisation (including a body of trustees or board of directors) named in the schedule as the policyholder		
your activities	<p>a) your charitable activities:</p> <ul style="list-style-type: none"> • operated from within the territorial limits, and • undertaken with your full knowledge, authority and under your or an authorised employee's control, and • stated in this policy's schedule or otherwise accepted by us in writing <p>b) your maintenance or repair of the premises</p>		

Section 1 Buildings

WHAT IS COVERED		WHAT IS NOT COVERED
<p>We will pay for damage to buildings caused by any of the following events, including any optional event which is shown as operative in the schedule, unless otherwise stated by endorsement.</p>		<ol style="list-style-type: none"> The events and extensions to this section do not cover the amount of excess shown in the schedule unless otherwise stated. Consequential loss of any kind. Damage to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.
EVENTS		
1	Fire, subterranean fire, explosion, lightning or earthquake.	<ol style="list-style-type: none"> Fire damage to property occasioned by or happening through: <ol style="list-style-type: none"> its own spontaneous fermentation or heating its undergoing any process involving the application of heat riot or civil commotion. Explosion damage: <ol style="list-style-type: none"> consisting of the bursting of a boiler (other than a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus, belonging to you or under your control, in which internal pressure is due to steam only in respect of, and originating in, any vessel, machine or apparatus, or its contents, belonging to you or under your control, which is required to be examined to comply with any statutory regulations, unless such vessel, machine or apparatus shall be the subject of a policy or other contract providing the required inspection service.
2	Smoke.	Damage by any gradually operating cause.
3	Aircraft or other aerial devices or articles dropped from them.	
4	<ol style="list-style-type: none"> Theft or attempted theft. Theft of external metalwork. <p>The most we will pay for theft of external metalwork is £25,000 for any claim.</p>	<ol style="list-style-type: none"> Damage: <ol style="list-style-type: none"> occurring while the buildings are unoccupied resulting from theft or attempted theft of external metalwork occurring when scaffolding is erected at the premises unless we have agreed in writing to provide cover arising from the deliberate erasure, loss, distortion or corruption of electronic data. Breakage, cracking or scratching of fixed glass, sanitary fittings or signs forming part of the buildings.
5	Impact by any road vehicle or train, or any goods falling from them, or animal.	
6	Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.	Damage resulting from stoppage of work.
7	Malicious people or vandals.	Damage : <ol style="list-style-type: none"> occurring while the buildings are unoccupied caused by theft or attempted theft caused by fire or explosion arising from the deliberate erasure, loss, distortion or corruption of electronic data to fixed glass, sanitary fittings or signs forming part of the buildings resulting from stoppage of work.

Section 1 Buildings

WHAT IS COVERED		WHAT IS NOT COVERED
8	Storm or flood.	<p>Damage:</p> <ul style="list-style-type: none"> a) caused by frost b) caused by subsidence, heave or landslip c) caused by storm while the buildings are unoccupied d) due solely to change in water table level e) covered by event 9 (escape of water) f) to fences, gates or decking g) to swimming pools, paths, drives, car parks and other paved or hard-standing areas.
9	Escape of water from any tank, apparatus, pipe or automatic sprinkler installation. We will also cover damage to internal fixed water tanks, apparatus or pipes by freezing or forcible and violent bursting.	Damage occurring while the buildings are unoccupied .
10	Escape of fuel oil from any fixed oil-fired heating installation.	Damage occurring while the buildings are unoccupied .
11	Falling radio or television aerials, satellite dishes, fittings or masts.	Damage to radio or television aerials, satellite dishes, fittings or masts.
12	Falling trees, branches, telegraph poles, lamp posts, pylons or wind turbines including the cost of removing those that cause damage to the buildings .	
13	Accidental damage . (Only operative if the current schedule shows 'Buildings including Accidental Damage')	<ul style="list-style-type: none"> 1. The cost of maintenance and normal redecoration. 2. Damage: <ul style="list-style-type: none"> a) which is specifically included or excluded elsewhere under this section or by endorsement b) occurring while the buildings are unoccupied c) to wind turbines d) to fixed glass, sanitary fittings or signs forming part of the buildings. 3. Damage caused by or consisting of: <ul style="list-style-type: none"> a) faulty workmanship, defective design or the use of defective materials b) inherent vice or latent defect c) wear and tear, depreciation or gradually operating cause d) the deliberate erasure, loss, distortion or corruption of electronic data e) fungus, mildew or rot. 4. Damage caused by: <ul style="list-style-type: none"> a) action of light, atmospheric or climatic conditions or frost b) moths, vermin, insects, parasites or woodworm c) domestic pets d) subsidence, heave, landslip or settlement e) movement, shrinkage, expansion or its own collapse or cracking f) demolition, structural alteration or structural repair of the buildings. 5. Damage consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.

Special requirements for Buildings

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

1 COOKING EQUIPMENT

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

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

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

2 USE OF SECURITY DEVICES

for **damage** by theft or attempted theft from the **buildings**, to ensure that all existing devices for securing the **buildings** are put into full and effective operation, and to have all keys removed from the locks and kept in a secure place, whenever the **buildings** are left unattended.

3 WASTE MATERIALS

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

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

Extensions for Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 TRANSFER OF INTEREST</p> <p>If you contract to sell the buildings the purchaser who completes the sale shall have the benefit of the cover by this section for the period from exchange of contracts (or if in Scotland the written offer and acceptance) until the sale is completed.</p>	<p>Damage if the purchaser:</p> <ol style="list-style-type: none"> insures the buildings or they are otherwise insured on the purchaser's behalf does not comply with the terms of this policy.
<p>2 ADDITIONAL FEES AND COSTS</p> <p>We will pay for the following costs or fees necessarily and reasonably incurred with our consent in the reinstatement or repair of the buildings following damage by any operative event under this section.</p> <ol style="list-style-type: none"> Architects', surveyors' and other professional fees Debris removal costs or the costs of dismantling, demolishing, shoring-up or propping-up the buildings European Union and Public Authorities The additional costs incurred (including such costs for undamaged parts of any damaged buildings) solely because of the need to comply with: <ol style="list-style-type: none"> European Union legislation other statutory regulations or public authority bye-laws, provided that: <ul style="list-style-type: none"> reinstatement is not unreasonably delayed and is completed within 12 months from the date of the damage unless we agree otherwise in writing if any claim amount under the section is reduced by the application of any of the terms and conditions of this section, or this policy, then our liability under this extension will be reduced in the same proportion. <p>The most we will pay under c) above is:</p> <ul style="list-style-type: none"> 15% of the buildings sum insured at the premises where damage occurs where the buildings sum insured applies to more than one premises, 15% of our liability for the damage at the affected premises had the property been totally destroyed. 	<p>Fees for the preparation of any claim.</p> <ol style="list-style-type: none"> Cost of removing debris other than from the site on which the damage occurred and the area immediately adjacent to it. Costs arising from pollution or contamination of property not insured by this section. <ol style="list-style-type: none"> The additional costs for damage: <ol style="list-style-type: none"> occurring before cover under this paragraph c) was effective not insured by this policy. The additional costs relating to: <ol style="list-style-type: none"> any notice of compliance served on you before the damage an existing agreement requiring implementation within a given period any buildings that have not been damaged any charge or assessment arising out of capital appreciation.
<p>3 UNDERGROUND SERVICES</p> <p>We will pay for accidental damage for which you are responsible to:</p> <ul style="list-style-type: none"> inspection covers or underground tanks underground pipes (including waste drainage pipes) or cables extending to the public mains <p>at the premises.</p> <p>The most we will pay is £10,000 for any claim.</p> <p>If event 13 (accidental damage) is operative this extension becomes inoperative.</p>	<ol style="list-style-type: none"> Damage which is specifically included or excluded by any insurable events under this section, or by endorsement. Damage caused by or resulting from: <ol style="list-style-type: none"> wear and tear, depreciation or gradually operating cause atmospheric or climatic conditions or frost faulty workmanship, defective design or the use of defective materials subsidence, heave, landslip or settlement movement, shrinkage, expansion or its own collapse or cracking demolition, structural alteration or structural repair of the buildings.

Extensions for Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
<p>4 CAPITAL ADDITIONS</p> <p>We will cover damage by any operative event under this section to:</p> <p>a) alterations, additions and improvements to the buildings</p> <p>b) newly acquired buildings, so far as they are not otherwise insured, anywhere in the territorial limits</p> <p>during the period of insurance, provided that you:</p> <ul style="list-style-type: none"> • undertake to give details of such alterations, additions, improvements and acquisitions within 90 days from the date you become responsible for such property • increase or adjust the sum insured for buildings to reflect these additions or effect specific insurance under this section from the date that our liability commenced and pay any additional premium due. <p>The most we will pay for any claim is 10% of the buildings sum insured at the premises where damage occurs or £250,000, whichever is less.</p>	<ol style="list-style-type: none"> 1. £250 excess. 2. Any appreciation in value.
<p>5 DAMAGE TO GROUNDS</p> <p>We will pay for the reasonable cost of making good the gardens or grounds of the buildings damaged by the emergency services in attending the buildings following damage which is the subject of a valid claim under this section.</p> <p>The most we will pay is £10,000 for any claim.</p>	
<p>6 CLEARING OR CLEANING OF DRAINS</p> <p>We will pay for the clearing or cleaning of drains, gutters or sewers for which you are responsible which are blocked or have restricted flow directly resulting from damage which is the subject of a valid claim under this section.</p> <p>The most we will pay is £10,000 for any claim.</p>	
<p>7 NON-INVALIDATION</p> <p>Cover under this section shall not be invalidated by any act or omission or any alteration whereby the risk of damage is increased unknown to you or beyond your control, provided that on becoming aware of this you give notice to us as soon as is reasonably possible and pay any additional premium if required.</p>	
<p>8 BEQUEATHED PROPERTY</p> <p>We will pay for damage to buildings bequeathed to you and located anywhere in the territorial limits caused by any operative event under this section during the period of insurance.</p> <p>Cover operates from the date your interest commences provided that you:</p> <ul style="list-style-type: none"> • undertake to give details of such bequests and effect specific insurance within 90 days from the date your interest commences • pay any additional premium due from the date your interest commenced. <p>The most we will pay is £250,000 for any claim.</p>	<ol style="list-style-type: none"> 1. £250 excess. 2. Property insured under any other policy. 3. Damage specifically excluded by any event under this section. 4. Buildings that have not been specifically insured by you after 90 days of the legal title passing to you.

Extensions for Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
<p>9 TRACE AND ACCESS</p> <p>We will pay costs necessarily and reasonably incurred by you resulting from any operative event under this section in:</p> <ul style="list-style-type: none"> • locating the source of damage caused to the buildings in consequence of the escape of water, fuel oil or gas from any tank, apparatus or pipe • making good the subsequent damage due to locating such source. <p>The most we will pay is £25,000 for any claim.</p>	
<p>10 ADDITIONAL INTERESTS</p> <p>The interest of any third party in any property insured by this section is automatically noted provided that:</p> <ul style="list-style-type: none"> • the interest is required to be included on this policy by you under the terms of a mortgage or property lease, • the cover for the additional interest is no more extensive than the current cover provided to you under this policy at the time the interest commences, • you advise full details to us in writing as soon as reasonably practicable. 	
<p>11 EXTINGUISHER AND ALARM RE-SETTING EXPENSES</p> <p>We will pay the reasonable costs incurred by you in:</p> <ul style="list-style-type: none"> • refilling fire extinguishing appliances • replacing sprinkler heads • resetting fire or intruder alarm systems <p>following their activation caused by any operative event under this section.</p> <p>The most we will pay is £5,000 for any claim.</p>	
<p>12 TENANTS SUBROGATION WAIVER</p> <p>Following damage to any building insured by this section, we agree to waive any rights, remedies or relief to which we might become entitled by subrogation against any tenant of such building provided that:</p> <ol style="list-style-type: none"> a) the damage did not result from a criminal, fraudulent or malicious act of the tenant and b) the tenant contributes to the cost of insuring the buildings against the event which causes the damage. 	
<p>13 GLASS BOARDING UP</p> <p>In the event of a valid claim under this section for damage to fixed glass forming part of the buildings, we will also pay for the:</p> <ul style="list-style-type: none"> • necessary cost of boarding up until damaged glass is replaced • repair of frames or framework caused by such damage • cost of replacing any lettering or ornamentation. 	

Claims settlement for Buildings

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

- paying for the full cost of repairing, or
- by making a cash payment, or
- paying for the cost of re-building if **damaged** beyond repair.

REINSTATEMENT

The **claim** settlement will be calculated on the basis of **reinstatement** provided that:

- in the event of the repair of partial **damage**, **we** will not pay more than the amount **we** would have paid if the whole of the property had been destroyed
- this **reinstatement** basis of settlement will not apply:
 - a) unless **reinstatement** begins and proceeds without delay
 - b) until the cost of **reinstatement** has been incurred
 - c) if at the time of **damage** the property is insured under any other policy that is not on the same basis of **reinstatement**
 - d) artificial playing surfaces over 5 years old.

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

UNDERINSURANCE

- When **reinstatement** applies: if at the time of **reinstatement** the sum representing 85% of the cost of **reinstatement** of the whole of the property exceeds the sum insured (adjusted for index-linking) at the time of commencement of any **damage**, the amount **we** will pay will be reduced in the same proportion as the said sum insured (adjusted for index-linking) bears to the total cost of **reinstatement** of the whole of the property at the time of **reinstatement**.
- When **reinstatement** does not apply: if at the time of the **damage**, the sum insured (adjusted for index-linking) by any item is less than the total cost of rebuilding the property to which that sum insured relates to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**, then the amount **we** will pay will be reduced in the same proportion that the sum insured (adjusted for index-linking) bears to its total cost of rebuilding.

LIMITS

The most **we** will pay in any one **period of insurance** is the:

- sum insured for each item stated within a Division of Sum Insured (if applicable)
- total sum insured for all items

shown in the schedule, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

The sum(s) insured will be adjusted for any index-linking increases up to the completion of **reinstatement** where applicable.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the **period of insurance** limitations stated above other than in respect of the extensions for Capital Additions and Bequeathed Property.

AUTOMATIC REINSTATEMENT OF SUM INSURED

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

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

MATCHING ITEMS

- a) Carpets or floor coverings
We will only pay for **damage** to the carpet or floor covering in a room or clearly identifiable area where the **damage** occurred, but **we** will not pay to replace any other matching carpet or other floor covering that has not been **damaged** in another room or clearly identifiable area.
- b) Pairs, sets, suites or matching items
We will pay for a **damaged** item that forms part of a pair, set, suite or one of a collection of matching items, but **we** will not pay for any other item that has not been **damaged**, or may lose value, just because it forms part of a pair, set, suite or one of a collection of matching items.

Section 2 Contents

WHAT IS COVERED		WHAT IS NOT COVERED
<p>We will pay for damage to contents, electronic equipment and stock while contained in the buildings caused by any of the following events, including any optional event which is shown as operative in the schedule, unless otherwise stated by endorsement.</p>		<ol style="list-style-type: none"> The events and extensions to this section do not cover the amount of excess shown in the schedule unless otherwise stated. Damage to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs. Consequential loss of any kind. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.
EVENTS		
1	Fire, subterranean fire, explosion, lightning or earthquake.	<ol style="list-style-type: none"> Fire damage to property occasioned by or happening through: <ol style="list-style-type: none"> its own spontaneous fermentation or heating its undergoing any process involving the application of heat riot or civil commotion. Explosion damage: <ol style="list-style-type: none"> consisting of the bursting of a boiler (other than a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus, belonging to you or under your control, in which internal pressure is due to steam only in respect of, and originating in, any vessel, machine or apparatus, or its contents, belonging to you or under your control, which is required to be examined to comply with any statutory regulations, unless such vessel, machine or apparatus shall be the subject of a policy or other contract providing the required inspection service.
2	Smoke	Damage by any gradually operating cause.
3	Aircraft or other aerial devices or articles dropped from them.	
4	<p>Theft or attempted theft:</p> <ol style="list-style-type: none"> involving entry to or exit from the buildings at the premises by forcible and violent means following assault, violence or threat of violence to you, your family, employees or members during working hours not involving entry to or exit from the buildings by forcible and violent means. The most we will pay under cover 4 c) is £5,000 in any one period of insurance. 	<p>Damage:</p> <ol style="list-style-type: none"> where you, any of your directors, partners or employees, or any family member is involved as principal or accessory occurring while the buildings are unoccupied arising from the deliberate erasure, loss, distortion or corruption of electronic data.
5	Impact by any road vehicle or train, or any goods falling from them, or animal.	
6	Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.	Damage resulting from stoppage of work.
7	Malicious people or vandals.	<p>Damage:</p> <ol style="list-style-type: none"> occurring while the buildings are unoccupied caused by theft or attempted theft caused by fire or explosion to property in unlocked outbuildings arising from the deliberate erasure, loss, distortion or corruption of electronic data resulting from stoppage of work.

Section 2 Contents

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

Special requirements for Contents

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

1 MINIMUM STANDARD OF PHYSICAL SECURITY

for **damage** by theft or attempted theft from the **buildings**, or the portion of the **buildings**, occupied by **you** for **your activities** to ensure that the following minimum standard of physical security for the **buildings** is present throughout the **period of insurance**:

- a) external single leaf doors (including wicket gates), are fitted with:
 - 5 lever mortise deadlock with the appropriate metal box striking plate, or
 - a lock approved to BS3621 with the appropriate metal box striking plate, or
 - a 5 lever or 6 pinned hardened steel close shackle padlock with a coach-bolted locking bar and staple if sited externally, or if the coach-bolted locking bar is sited internally then an open shackle padlock with a hardened steel shackle, or
 - a multi-point locking system with at least 2 locking points in addition to a horizontal deadbolt or hook bolt for UPVC doors, or
 - a cylinder mortise deadlock for aluminium doors
 - manufacturer's lock(s) as supplied for armoured plate doors
 - top and bottom key operated mortise rack bolts with internal operation only in addition to another lock which may or may not satisfy any of the above
- b) external double doors (specification as for single doors but to be rebated on each meeting edge) are fitted with a lock to the standard in a) above and with internal flush bolts or mortised rack bolts fitted top and bottom on the first closing leaf
- c) any internal final entrance/exit or other doors leading to parts of the **buildings** not in **your** sole occupation meet the standard in a) or b) above
- d) all outward opening external doors are fitted with hinge bolts top and bottom on each leaf
- e) sliding/patio doors are fitted with a multi-point locking system with at least 2 locking points or key operated locks fitted top and bottom in addition to a hook bolt(s)
- f) roller shutters are fitted with integral locking bar and 5 lever or 6 pinned hardened steel close shackle padlock or by two integral locks to each shutter
- g) folding or concertina doors are fitted with a 5 lever or 6 pinned hardened steel close shackle padlock with a coach-bolted locking bar and staple
- h) opening windows (each dimension measuring more than 23 centimetres) that are easily accessible from the outside (less than two metres from the ground or above a roof, or adjacent to a fire escape, stairway or walkway) are fitted with key operated security devices or are permanently screwed shut.

If **you** fail to comply with this requirement, and such failure caused or worsened a loss for **damage** by theft or attempted theft, the amount of **excess** for any **claim** arising is increased to £500 or 10% of the amount of any **claim** (whichever is greater), unless otherwise agreed by **us** in writing.

SPECIAL NOTE (not forming part of this policy wording):

Special requirement 1 does not apply to fire exit doors except where such security devices are allowed by the fire authorities.

2 USE OF SECURITY DEVICES

for **damage** by theft or attempted theft from the **buildings**, to ensure that all existing devices for securing the **buildings** are put into full and effective operation and to have all keys removed from the locks and kept in a secure place, whenever the **buildings** are left unattended.

3 COOKING EQUIPMENT

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

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

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

4 WASTE MATERIALS

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

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

Extensions for Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 GLASS AND SANITARY FITTINGS</p> <p>We will pay for breakage of:</p> <ul style="list-style-type: none"> • fixed glass • sanitary fittings • lamps or signs • glass in furniture, showcases, shelves, tops and mirrors <p>in the portion of the premises for which you are responsible including:</p> <p>a) the cost of necessary:</p> <ol style="list-style-type: none"> i. boarding up pending replacement of ii. repair of frames or framework for iii. replacing any lettering or ornamentation on <p>fixed glass resulting from its breakage for which a valid claim is made under this extension</p> <p>b) damage to property covered by this section caused by such breakage.</p> <p>The most we will pay is £25,000 for any claim.</p>	<p>Breakage:</p> <ol style="list-style-type: none"> a) caused by repairs or alterations to the buildings b) while the buildings are unoccupied c) of property which was in any way defective at the time cover was effected d) of glass forming part of stock e) of bulbs or tubes in lamps or signs when there is no other damage to the lamp or sign f) which is insured elsewhere in this or any other policy.
<p>2 THEFT DAMAGE TO BUILDINGS</p> <p>We will pay for damage to the buildings arising out of theft, or attempted theft involving forcible and violent means to enter or leave the buildings provided you are legally responsible for making good such damage.</p> <p>The most we will pay is £25,000 for any claim.</p>	<ol style="list-style-type: none"> 1. Damage: <ol style="list-style-type: none"> a) occurring while the buildings are unoccupied b) caused by fire or explosion c) which is insured elsewhere in this policy. 2. Loss by theft, or attempted theft, of any part of the buildings.
<p>3 THEFT OF KEYS</p> <p>We will pay for the:</p> <ol style="list-style-type: none"> a) cost of replacement locks and keys if the keys to the buildings, safes or strongrooms are lost or stolen: <ol style="list-style-type: none"> i. from the buildings or home of a director, partner, authorised employee or member ii. following assault, violence or threat of violence b) reasonable costs incurred in gaining access to the buildings following theft of keys as covered under a) above provided that event 4 (theft or attempted theft) is operative. <p>The most we will pay is £5,000 for all claims in any one period of insurance.</p>	<p>£25 excess.</p>
<p>4 TEMPORARY REMOVAL OF CONTENTS</p> <p>We will pay for damage caused by any operative event under this section to:</p> <ul style="list-style-type: none"> • contents or electronic equipment: <ol style="list-style-type: none"> i. temporarily removed from the buildings: <ul style="list-style-type: none"> - for cleaning, renovation or repair - but in the custody or control of an authorised director, partner, employee or member ii. at or in transit to or from a bank or safe deposit • documents while in the post occurring in the territorial limits. <p>The most we will pay is £2,500 any one item and £5,000 for any claim.</p>	<ol style="list-style-type: none"> 1. Property: <ol style="list-style-type: none"> a) covered elsewhere in this section or in this policy b) otherwise insured. 2. Clothing and personal effects. 3. Camping, sports or leisure equipment of any kind. 4. Damage by theft of: <ol style="list-style-type: none"> a) computers designed to be portable from any unattended motor vehicle b) any other property from any unattended motor vehicle unless: <ol style="list-style-type: none"> i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. 5. Damage in transit to, from or whilst at any exhibition.

Extensions for Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>5 PROPERTY OF EMPLOYEES, MEMBERS AND VISITORS</p> <p>We will pay for damage caused by any operative event to clothing, personal money and other personal effects belonging to:</p> <ul style="list-style-type: none"> visitors while in the buildings and for which you have accepted responsibility directors, partners, employees and members while in any building or in transit in the territorial limits in connection with your activities. <p>The most we will pay for any claim for any one person is:</p> <ul style="list-style-type: none"> £100 for personal money £500 for any one item £1,000 in total. 	<ol style="list-style-type: none"> £25 excess. Damage to: <ol style="list-style-type: none"> credit or debit cards bicycles property in the open property more specifically insured. Damage by theft of: <ol style="list-style-type: none"> computers designed to be portable from any unattended motor vehicle any other property from any unattended motor vehicle unless: <ol style="list-style-type: none"> the property is hidden from view in a closed glove, storage or luggage compartment or boot, and all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. Damage to clothing, personal money and other personal effects covered under the Money section to this policy or otherwise more specifically insured by this or any other policy.
<p>6 DEBRIS REMOVAL</p> <p>We will pay the costs necessarily incurred with our consent in removing debris of property covered by this section damaged by any operative event under this section.</p> <p>The most we will pay is 10% of the total sum insured, for all property insured by this section at the premises where damage occurs, for any claim.</p>	<ol style="list-style-type: none"> Cost of removing debris other than from the site on which the damage occurred and the area immediately adjacent to it. Costs arising from pollution or contamination of property not insured by this section.
<p>7 EXHIBITIONS, OUTSIDE CATERING AND FUND-RAISING</p> <p>We will pay for damage caused by any operative event under this section to:</p> <ul style="list-style-type: none"> property covered by this section in any building away from the premises at exhibitions, events or where you are providing catering donated goods and prizes at exhibitions and events, or within the home of any director, partner, authorised employee or member <p>in connection with your activities, or while in transit to and from such buildings within the territorial limits.</p> <p>The most we will pay is £2,500 any one item and £5,000 for any claim.</p>	<ol style="list-style-type: none"> Damage to: <ol style="list-style-type: none"> money, credit or debit cards property more specifically insured. Damage by theft of: <ol style="list-style-type: none"> computers designed to be portable from any unattended motor vehicle any other property from any unattended motor vehicle unless: <ol style="list-style-type: none"> the property is hidden from view in a closed glove, storage or luggage compartment or boot, and all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. Damage by malicious persons or by theft or attempted theft from any unattended building unless all windows are securely closed and all external doors locked.
<p>8 ADDITIONAL CONTENTS ACQUIRED</p> <p>We will cover additional property acquired during the period of insurance, provided that you:</p> <ul style="list-style-type: none"> undertake to give details of such additions within 90 days from the date you become responsible for such property increase or adjust the sum insured for contents to reflect these additions or effect specific insurance under this section from the date that our liability commenced and pay any additional premium due. <p>The most we will pay is 10% of the total sum insured, for all property insured by this section at the premises where damage occurs, for any claim.</p>	<ol style="list-style-type: none"> Any appreciation in value. Buildings.
<p>9 EXTINGUISHER AND ALARM RESETTING EXPENSES</p> <p>We will pay the reasonable costs incurred by you in:</p> <ul style="list-style-type: none"> refilling fire extinguishing appliances replacing sprinkler heads resetting fire or intruder alarm systems <p>following their activation at the premises and caused by any operative event under this section.</p> <p>The most we will pay is £5,000 for any claim.</p>	

Extensions for Contents

WHAT IS COVERED		WHAT IS NOT COVERED
10	<p>HIRED-IN PROPERTY</p> <p>We will pay for damage caused by any operative event under this section to property:</p> <ul style="list-style-type: none"> • hired-in • on free loan <p>for your activities when in your custody or control while in the buildings or in transit to and from such buildings within the territorial limits.</p> <p>The most we will pay is £2,500 any one item and £10,000 for any claim.</p>	<ol style="list-style-type: none"> 1. Damage: <ol style="list-style-type: none"> a) caused by or resulting from theft from any unattended motor vehicle or trailer b) to property hired-in or on free loan for more than 30 days c) to property covered: <ol style="list-style-type: none"> i. elsewhere in this section or in this policy ii. more specifically insured. 2. Motor vehicles that are or can be licensed for road use, caravans, trailers, watercraft or aircraft and their accessories.
11	<p>NON-INVALIDATION</p> <p>Cover under this section shall not be invalidated by any act or omission or any alteration whereby the risk of damage is increased unknown to you or beyond your control, provided that on becoming aware of this you give notice to us as soon as is reasonably possible and pay any additional premium if required.</p>	
12	<p>BEQUEATHED PROPERTY</p> <p>We will pay for damage to property bequeathed to you and located anywhere in the territorial limits caused by any operative event under this section during the period of insurance.</p> <p>Cover operates from the date your interest commences provided that you:</p> <ul style="list-style-type: none"> • undertake to give details of such bequests and effect specific insurance within 90 days from the date your interest commences • pay any additional premium due from the date your interest commenced. <p>The most we will pay is £2,500 for any one item and £25,000 for any claim.</p>	<ol style="list-style-type: none"> 1. £250 excess. 2. Property insured elsewhere in this policy or in any other policy. 3. Buildings. 4. Motor vehicles that are or can be licensed for road use and their accessories. 5. Trailers, caravans, watercraft or aircraft and their accessories. 6. Money or securities of any kind. 7. Documents of any kind that retain any negotiable or non-negotiable value. 8. Property that has not been specifically insured by you after 90 days of the legal title passing to you.
13	<p>SEASONAL STOCK INCREASE</p> <p>The sum insured on stock is automatically increased by 25% during the:</p> <ul style="list-style-type: none"> • months of November and December • 30 day period immediately prior to Easter. 	
14	<p>PROPERTY IN THE OPEN</p> <p>We will pay for damage caused by any operative event under this section to:</p> <ul style="list-style-type: none"> • movable contents • garden furniture or garden ornaments • your notice boards, nameplates and signs, provided section 1(Buildings) is inoperative <p>in the open at the premises.</p> <p>The most we will pay is £2,500 any one item and £5,000 for any claim.</p>	<ol style="list-style-type: none"> 1. Damage by: <ol style="list-style-type: none"> a) theft or attempted theft to movable contents other than garden furniture or garden ornaments b) storm or flood to property not designed to be kept in the open. 2. Damage to: <ol style="list-style-type: none"> a) signs covered under the GLASS AND SANITARY FITTINGS extension to this section b) property more specifically insured.

Extensions for Contents

WHAT IS COVERED		WHAT IS NOT COVERED
15	<p>TRACE AND ACCESS</p> <p>This extension is not operative if the Buildings section is shown as operative in the schedule.</p> <p>We will pay costs necessarily and reasonably incurred by you and for which you are legally responsible resulting from an operative event in:</p> <ul style="list-style-type: none"> • locating the source of damage caused to the buildings in consequence of the escape of water, fuel oil or gas from any tank, apparatus or pipe • making good the subsequent damage due to locating such source. <p>The most we will pay is £25,000 for any claim.</p>	<p>Damage recoverable from any other insurance.</p>
16	<p>DISCHARGE OF OIL</p> <p>We will pay for the cost, necessarily incurred by you with our consent, of decontaminating the grounds of the premises following accidental discharge of oil from any oil fired heating installation or storage tank at the premises.</p> <p>The most we will pay is £5,000 for any claim.</p>	<p>Costs otherwise insured.</p>
17	<p>LOSS OF WATER OR GAS</p> <p>We will pay for the loss of:</p> <ul style="list-style-type: none"> • water or gas for which you are responsible, from your metered water system, or gas heating system, at the premises following damage caused by an operative event under this, or the Buildings, section of this policy • your liquid petroleum gas following accidental discharge from the storage container at the premises. <p>The most we will pay is £5,000 for any claim.</p>	<p>Loss occurring while the buildings are unoccupied.</p>
18	<p>ADDITIONAL INTERESTS</p> <p>The interest of any third party in any property insured by this section is automatically noted provided that:</p> <ul style="list-style-type: none"> • the interest is required to be included on this policy by you under the terms of any hiring lease or hire purchase agreement • the cover for the additional interest is no more extensive than the current cover provided to you under this policy at the time the interest commences • you advise full details to us in writing as soon as reasonably practicable. 	

Claims settlement for Contents

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

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

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

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

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

COMPUTERS

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

We will not pay for:

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

DATA OR DOCUMENTS

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

We will not pay for the:

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

STOCK

- Settlement for **stock** (other than donated **stock**) will be based upon the wholesale market value at the date of **damage**.
- Settlement for donated **stock** will be based upon the second-hand market value at the date of **damage**.
- No **claim** payment will be made under this section for donated **stock** if a **claim** payment is also made under the Business Interruption section following **damage** to donated **stock** by any operative event under this section.

UNDERINSURANCE

- When **reinstatement** applies: if at the time of **reinstatement** the sum representing 85% of the cost of **reinstatement** of the whole of the property exceeds the sum insured (adjusted for index-linking) at the time of commencement of any **damage**, the amount **we** will pay will be reduced in the same proportion as the said sum insured (adjusted for index-linking) bears to the total cost of **reinstatement** of the whole of the property at the time of **reinstatement**.
- When **reinstatement** does not apply: if at the time of the **damage**, the sum insured (adjusted for index-linking) by any item is less than the total cost of replacing or repairing the property to which that sum insured relates to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**, then the amount **we** will pay will be reduced in the same proportion that the sum insured (adjusted for index-linking) bears to its total cost of replacement or repair.

LIMITS

The most **we** will pay in respect of any **claim** for:

- antiques, pictures, works of art, items of precious metal, manuscripts, books or other property retaining any antiquity or special value, unless otherwise agreed by **us** in writing is £2,500 for any one item and £10,000 in total
- electronic data is 5% of the **contents** sum insured or £2,500, whichever is greater
- fuel oil from any fixed oil-fired heating installation following **damage** by events 4 Theft or attempted theft, 7 Malicious people or vandals and 13 Accidental **damage** (if operative) is £5,000.

The most **we** will pay in any one **period of insurance**, is the:

- sum insured for each item stated within a Division of Sum Insured (if applicable)
- total sum insured for all items

shown in the schedule, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

The sum(s) insured will be adjusted for any index-linking increases up to the completion of **reinstatement** where applicable.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the **period of insurance** limitations stated above other than in respect of the extensions for Additional Contents Acquired, Bequeathed Property, Glass and Sanitary Fittings and Seasonal Stock Increase.

AUTOMATIC REINSTATEMENT OF SUM INSURED

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

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

MATCHING ITEMS

- a) Carpets or floor coverings

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

- b) Pairs, sets, suites or matching items

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

Section 3 All Risks

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

Special requirement for All Risks

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

- TRAILER SECURITY
 - in respect of any trailer, and / or contents of any trailer, insured under this section, when the trailer is parked and not in use, to:
 - keep it in a locked building or locked compound, or
 - immobilise it by means of a wheel-clamp or hitch lock security device, and its door(s) or shutter(s) must be secured with a coach-bolted locking bar and close shackle padlock.

Extension for All Risks

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 ADDITIONAL INTERESTS</p> <p>The interest of any third party in any property insured by this section is automatically noted provided that:</p> <ul style="list-style-type: none"> the interest is required to be included on this policy by you under the terms of any hiring lease or hire purchase agreement the cover for the additional interest is no more extensive than the current cover provided to you under this policy at the time the interest commences you advise full details to us in writing as soon as reasonably practicable. 	

Claims settlement for All Risks

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

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

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

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

COMPUTERS

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

We will not pay for:

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

UNDERINSURANCE

When **reinstatement** applies: if at the time of **damage** the sum insured (adjusted for index-linking) for any item is less than its full **reinstatement** value **we** will only pay the same proportion of the **damage** as the sum insured bears to the full **reinstatement** value for that item.

When **reinstatement** does not apply: if at the time of the **damage**, the sum insured (adjusted for index-linking) by any item is less than the total cost of replacing or repairing the property to which that sum insured relates to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**, then the amount **we** will pay will be reduced in the same proportion that the sum insured (adjusted for index-linking) bears to its total cost of replacement or repair.

LIMITS

The most **we** will pay in any one **period of insurance** is the:

- sum insured for each item
- total sum insured for all items

shown in the All Risks Specification of the schedule, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

The sum(s) insured will be adjusted for any index-linking increases up to the completion of **reinstatement** where applicable.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the **period of insurance** limitations stated above.

AUTOMATIC REINSTATEMENT OF SUM INSURED

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

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

MATCHING ITEMS

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

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

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

Section 4 Money

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

Special requirements for Money

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

- 1 RECORD KEEPING
keep a complete record of all **money** in transit and on the **premises** and deposit such record in a secure place other than in a safe or strongroom containing the **money**.
- 2 SECURITY
keep any safe or strongroom locked and all keys to them must be removed from the **premises** unless the **premises** is occupied by an authorised **employee** in which case such keys shall be kept in a locked receptacle when left in an unattended room or on the person of the authorised **employee**.
- 3 CARRYING LIMITS
ensure that whenever **money**, other than **non-negotiable money**, in transit exceeds:
 - £2,500 at any one time, it must be accompanied by at least two adult persons
 - £10,000 at any one time, it must be carried by a security company.
 This requirement applies regardless of the amount of cover under this section.

Extensions for Money

WHAT IS COVERED		WHAT IS NOT COVERED	
1	<p>MISAPPROPRIATION OF MONEY</p> <p>We will pay any claim made by you for any loss of money as a result of misappropriation, deception or false accounting by employee(s) provided this is discovered within 30 days of the occurrence.</p> <p>For the purposes of this extension, the definition of employee shall also include any former employee within 30 days of termination of their service with you.</p> <p>If this extension and the Fidelity Guarantee section are both operative under this policy, we will only pay for a claim made for loss of money under the extension or the section that provides the widest cover.</p> <p>The most we will pay is:</p> <ul style="list-style-type: none"> £2,500 for any claim made in respect of any one employee £5,000 for all claims made in any one period of insurance. <p>Any and all fraudulent or dishonest acts committed by an employee shall be considered as one occurrence or event where that employee is involved or implicated.</p>	<ol style="list-style-type: none"> The amount of excess shown in the schedule. Loss resulting from misappropriation, deception or false accounting: <ol style="list-style-type: none"> where the date of occurrence is prior to the original inception date of this policy which is committed by an employee(s) who is (are) normally resident outside of the territorial limits which cannot be proven to have been committed which is evidenced solely by an inventory or profit and loss computation where the employee(s) concerned was (were) known to have been involved in any previous dishonest or fraudulent act. 	
2	<p>PERSONAL ACCIDENT (ASSAULT)</p> <p>If you, or any partner, director or employee, while working for you in connection with your activities, sustain(s) accidental bodily injury caused by external violent and visible means arising as a result of assault by persons with the intent of theft of property, or money, during the period of insurance which within 24 months is the sole cause of death or disablement, we will pay a benefit as shown below.</p>	<p>Accidental bodily injury:</p> <ol style="list-style-type: none"> consisting solely of illness, disease or disorder to any person whose age is under 16 or more than 85 years at the time of the bodily injury sustained outside the territorial limits directly or indirectly caused, or contributed to, by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause. <p>If we allege that by reason of this exclusion any accidental bodily injury is not covered by this policy the burden of proving the contrary shall be upon you.</p>	
	Benefits for Personal Accident (Assault)	Persons aged 16 to 75	Persons aged 76 to 85
1	Death	capital benefit shown in the schedule	£10,000
2	<p>Permanent total disablement, being either:</p> <ol style="list-style-type: none"> total and permanent loss of use of one or more entire hands or feet total and irrecoverable loss of sight in one or both eyes permanent total disablement resulting from total and irrecoverable loss of speech or hearing permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation) capital benefit shown in the schedule	£10,000
3	Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with your activities , or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks	weekly benefit shown in the schedule	NIL

Extensions for Money

Claims settlement for Personal Accident (Assault)

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

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

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

WHAT IS COVERED		WHAT IS NOT COVERED
3	<p>INCREASED LIMITS FOR FUND-RAISING EVENTS</p> <p>For the period from two days before until seven days after a fund-raising event during the period of insurance the sums insured stated in the schedule for the claim limits i. to v. in the Claims settlement for Money are increased by 100%.</p>	
4	<p>CREDIT AND DEBIT CARDS</p> <p>We will indemnify you for loss resulting from the fraudulent use of any credit or debit card provided by you solely for use in connection with your activities.</p> <p>The most we will pay for all claims per card account is £1,000 in any one period of insurance.</p>	<p>1. Loss:</p> <ul style="list-style-type: none"> a) due to the use of any credit or debit card where the terms under which it has been issued have not been fully complied with b) not reported to the police and the issuing authority within 24 hours of discovery c) covered by a bank or card issuer d) otherwise insured under any other policy or indemnity. <p>2. Fraudulent use by you, your directors, partners or employees.</p>

Claims settlement for Money

LIMITS

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

- **non-negotiable money** £250,000
- **money** other than **non-negotiable money**:
 - i. on the **premises** and secured in a locked safe or strongroom)
 - ii. on the **premises** during **working hours**) the money limit shown in the schedule
 - iii. in transit by **you** or any authorised **employee**)
 - iv. in a bank night safe)
 - v. at **your** home or that of an authorised **employee** £2,500
 - vi. in **your** official charity collecting tins or buckets £250 for any **claim** and £500 for any one **period of insurance**
 - vii. in any other circumstance (including fund-raising events away from the **premises**) £500
- **damage** to **employees** clothing and personal effects up to £500 for any one person (which includes **personal money** up to £100)

Section 5 Business Interruption

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

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

WHAT IS COVERED

OPTION A – LOSS OF INCOME

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

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

The amount payable will be, for:

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

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

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

OPTION B – EXTRA EXPENSES

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

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

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

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

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

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

WHAT IS NOT COVERED

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

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

Section 5 Business Interruption

WHAT IS COVERED	WHAT IS NOT COVERED
<p>OPTION C – GROSS PROFIT</p> <p>We will pay for the loss of gross profit due to:</p> <ul style="list-style-type: none"> a reduction in turnover extra expenses <p>during the indemnity period resulting from your activities at the premises being interrupted or interfered with as a consequence of damage to property used by you at the premises occurring during the period of insurance due to:</p> <ul style="list-style-type: none"> an insured event under the Buildings or Contents sections breakage insured under the Glass and Sanitary Fittings extension <p>provided that liability for the damage is admitted under a policy of insurance covering your interest in the property (this proviso does not apply where no payment is made solely due to the operation of an excess).</p> <p>The amount payable will be, for:</p> <p>a) gross profit - 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 turnover during the 12 month period immediately before the date of the damage appropriately adjusted where the maximum indemnity period exceeds 12 months. (This amount may be adjusted to take into account any trends or other factors affecting your activities, such as seasonal variation, so that the figures represent, as closely as possible, the result that would have been achieved if the damage had not occurred).</p> <p>b) extra expenses - the amount of extra expenses incurred during the indemnity period for the sole purpose of avoiding or diminishing the reduction in turnover in consequence of the damage but not exceeding the amount that would otherwise have been payable for gross profit.</p> <p>In calculating the amount payable, we will take into account any:</p> <ul style="list-style-type: none"> savings during the indemnity period in respect of charges and expenses payable out of gross profit that cease or are reduced because of the damage turnover earned by you, or by others on your behalf, during the indemnity period from conducting your activities elsewhere than at the premises working expenses which you have chosen not to insure as detailed in the schedule or any endorsement to this section. 	<ol style="list-style-type: none"> Loss: <ol style="list-style-type: none"> for any period after the charity or business is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued due to unnecessary delay on your part in repairing or replacing the property. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.
<p>OPTION D – RENTAL INCOME</p> <p>We will pay for loss of rental income and extra expenses during the indemnity period resulting from your activities at the premises being interrupted or interfered with as a consequence of damage to property used by you at the premises occurring during the period of insurance due to an insured event under the Buildings section, provided that liability for the damage is admitted under a policy of insurance covering your interest in the property (this proviso does not apply where no payment is made solely due to the operation of an excess).</p> <p>The amount payable will be, for:</p> <p>a) rental income - the amount by which the rental income during the indemnity period falls short of the rental income which would have been received during the 12 month period immediately before the date of the damage appropriately adjusted where the maximum indemnity period exceeds 12 months. (This amount may be adjusted to take into account any trends or other factors affecting your activities, such as seasonal variation, so that the figures represent as closely as possible, the rental income that would have been achieved if the damage had not occurred).</p> <p>Continued...</p>	<ol style="list-style-type: none"> Loss: <ol style="list-style-type: none"> for any period after the charity or business is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued due to unnecessary delay on your part in repairing or replacing the property from any part of any buildings that are untenanted at the time of the damage. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Section 5 Business Interruption

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Continued...</p> <p>b) extra expenses - the amount of extra expenses incurred during the indemnity period for the sole purpose of avoiding or diminishing the reduction in rental income in consequence of the damage but not exceeding the amount that would otherwise have been payable for rental income.</p> <p>In calculating the amount payable, we will take into account any:</p> <ul style="list-style-type: none"> • savings during the indemnity period of expenses payable out of rental income that cease or are reduced because of the damage • rental income earned by you, or by others on your behalf, during the indemnity period from conducting your activities elsewhere than at the premises. 	

Special requirements for Business Interruption

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

1 BACK-UP OF ELECTRONIC DATA

to ensure that electronic data is backed-up and stored away from the **premises** in accordance with the level of total sum insured under this section as follows:

Total sum insured under this section:	Minimum back-up frequency to be every:
up to £25,000	7 working days
£25,001 up to £250,000	2 working days
over £250,000	working day

SPECIAL NOTE (not forming part of this policy wording):

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

2 PESTS OR VERMIN

under extension 1e) of the Specified Disease, Poisoning, Murder extension to this section, to obtain **our** consent before **you** restrict the use of the **premises**.

Extensions for Business Interruption

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for loss, as insured by this section unless otherwise stated, incurred by you during the indemnity period as a result of interruption or interference with your activities, carried on by you at the premises, caused during the period of insurance by:</p>	
<p>1 SPECIFIED DISEASE, POISONING, MURDER</p> <ul style="list-style-type: none"> a) an outbreak of a specified disease at the premises b) any discovery of an organism at the premises resulting in or likely to result in the occurrence of a specified disease c) poisoning caused by food or drink provided at the premises d) any accident causing defects in drains or other sanitary arrangements at the premises which causes restrictions in the use of the premises on the order or advice of the competent local authority e) any discovery of pests or vermin at the premises f) murder, rape or suicide at the premises. <p>The most we will pay for any claim is 25% of the Business Interruption sum insured shown in the schedule or £250,000, whichever is less.</p> <p>The indemnity period in respect of this extension only is re-defined as follows:</p> <p style="padding-left: 40px;">the period beginning with the date from which the restrictions on the premises are applied (or in the case of cover e) pests or vermin or f) murder, rape or suicide with the date of occurrence) and ending not later than 3 months thereafter during which the results of your activities are affected because of the occurrence.</p>	<ul style="list-style-type: none"> 1. Costs incurred in the cleaning, repair, replacement, recall or checking of property. 2. Any occurrence that is not at the premises. 3. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.
<p>2 BOMB SCARE OR EMERGENCY ACTION</p> <p>closure of the premises by a competent authority due to:</p> <ul style="list-style-type: none"> a) bomb scare, or b) an emergency that could endanger human life or neighbouring property. <p>The most we will pay is £2,500 for any claim.</p> <p>For the purpose of cover 2.a) (bomb scare) general exclusion 5 Terrorism does not apply.</p>	<p>Any:</p> <ul style="list-style-type: none"> a) closure of less than 4 hours duration b) premises in Northern Ireland c) closure of the premises by the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of infectious diseases) food poisoning, defective drains or other sanitary arrangements or pests or vermin.
<p>3 DENIAL OF ACCESS</p> <p>damage due to an operative event under the Buildings or Contents sections, to property in the vicinity of the premises which prevents or hinders the access to or use of the premises.</p>	<p>Any period when access to the premises was not prevented or hindered.</p>
<p>4 SUPPLIERS AND CUSTOMERS</p> <p>damage due to an operative event under the Contents section, at the premises of any of your suppliers or customers.</p> <p>The most we will pay is £10,000 for any claim.</p>	<p>Loss resulting from damage occurring at:</p> <ul style="list-style-type: none"> a) any premises outside the territorial limits b) the premises of any supplier from which you obtain electricity, gas, water or telecommunication services.
<p>5 FAILURE OF SUPPLY</p> <ul style="list-style-type: none"> • accidental failure of supply of electricity, gas or water services at the terminal point of the supply authority's feed at the premises • damage due to an operative event under the Buildings or Contents sections, to telecommunications property of the supplier in the territorial limits. <p>The most we will pay is £10,000 for any claim.</p>	<p>Any failure caused by the deliberate act of any supply authority or by the exercise of any such authority of its power to withdraw or restrict supply or industrial action.</p>

Extensions for Business Interruption

WHAT IS COVERED		WHAT IS NOT COVERED
6	<p>UTILITIES</p> <p>damage due to an operative event under the Buildings or Contents sections of this policy at any:</p> <ul style="list-style-type: none"> generating station or sub-station of the electricity supply undertaking land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith water works or pumping station of the water supply undertaking land-based premises of the telecommunications undertaking <p>within the territorial limits from which you obtain electricity, gas, water or telecommunications services.</p>	
7	<p>EXHIBITIONS AND WORK AWAY</p> <p>damage due to an operative event under the Buildings or Contents sections at any premises within the territorial limits temporarily in use by you for exhibitions, fundraising or carrying out a contract in connection with your activities.</p> <p>The most we will pay is £10,000 for any claim.</p>	
8	<p>DEATH OF PATRON</p> <p>death of your Patron before the age of 70.</p> <p>The most we will pay is £10,000 for all claims in any one period of insurance.</p> <p>For the purposes of this extension only the maximum indemnity period is twelve months.</p>	Expenses more specifically covered elsewhere in this policy.

Claims settlement for Business Interruption

ACCOUNTANTS CHARGES

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

LIMITS

The most **we** will pay for:

- reproducing **documents** or electronic data under **extra expenses** is £10,000 or the sum insured shown in the schedule, whichever is less
- Loss of Income or Extra Expenses or Gross Profit or Rental Income is the relevant sum insured for each as shown in the schedule.

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

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the limitations stated above.

UNDERINSURANCE

If the sum insured shown in the schedule for:

- loss of income is less than the **income**
- gross profit is less than the sum produced by applying the **rate of gross profit** to the **turnover**
- rental income is less than the **rental income**

earned during the 12 month period immediately before the date of the **damage** appropriately adjusted:

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

then the amount payable for any **claim** will be proportionately reduced.

Section 6 Book Debts

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay the:</p> <p>a) difference between outstanding debit balances and the total of the amounts received or traced</p> <p>b) additional expenses incurred by you with our consent in tracing and establishing outstanding debit balances due to damage to your books of account or other business books or records occurring:</p> <p>i. at the premises</p> <p>ii. while such books or records are temporarily removed from the premises, or in the post, within the territorial limits, provided that the damage is the subject of a valid claim under the Contents section of this policy.</p>	<p>1. Any loss or expense due to:</p> <p>a) deliberate erasure, distortion or corruption of electronic data, information or records</p> <p>b) a dishonest or fraudulent act by you, your directors, partners or employees or anyone acting on your behalf.</p> <p>2. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.</p>

Special requirement for Book Debts

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

1 MONTHLY STATEMENT

- to keep a record of the total amount outstanding in customers' accounts as at the end of each month, and
- within 30 days of the end of each month, to deposit this record in premises other than those in which the original records are kept.

Claims settlement for Book Debts

ACCOUNTANTS CHARGES

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

LIMITS

The most **we** will pay for any **claim** is the sum insured shown in the schedule.

UNDERINSURANCE

If the sum insured shown in the schedule is less than the **outstanding debit balances** at the time of the **damage** the amount payable shall be proportionately reduced.

Section 7 Employers' Liability

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

Special requirement for Employers' Liability

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

1 CORPORATE MANSLAUGHTER

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

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

Extensions for Employers' Liability

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

Extensions for Employers' Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>2 UNSATISFIED COURT JUDGEMENTS</p> <p>If any employee obtains a judgement for damages in respect of bodily injury against any company or individual operating from premises within the territorial limits and that judgement remains unpaid for more than six months, we will pay to the employee, at your request, the amount of any unpaid damages and awarded costs provided:</p> <ul style="list-style-type: none"> the bodily injury is caused: <ul style="list-style-type: none"> during the period of insurance, and in the course of your activities, and in the territorial limits there is no appeal outstanding the judgement being obtained in the first instance under the jurisdiction of a court in the territorial limits the judgement relates to bodily injury which would otherwise be insured by this section of this policy if any payment is made under this extension the employee or their legal personal representatives shall assign the judgement to us. 	
<p>3 COURT ATTENDANCE EXPENSES</p> <p>We will pay £250 per day if you, or any partner, director or employee, are required to attend court as a witness at our request in connection with a claim for which cover is provided under this section.</p>	
<p>4 CORPORATE MANSLAUGHTER</p> <p>We will pay all amounts which you become legally liable to pay overall for costs and expenses incurred with our prior written consent in:</p> <ul style="list-style-type: none"> the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings <p>for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of your activities.</p> <p>The most we will pay for all claims under this extension is £500,000 in any one period of insurance.</p> <p>If this cover is also operative under:</p> <ul style="list-style-type: none"> the Public and Products Liability section to this policy, the separate extension limits are replaced by one aggregate limit of £1,000,000 for all claims under this policy in any one period of insurance other policies issued by us to you, the most we will pay for all claims relating the same prosecution in total for all policies, including this policy, is £1,000,000. 	<ol style="list-style-type: none"> Fines or penalties of any kind. Costs of any remedial or publicity orders, or steps to be taken by such orders. Proceedings consequent upon any deliberate act or omission by you or your managerial employees while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission. Costs and expenses: <ol style="list-style-type: none"> where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover where indemnity is otherwise provided by any other policy, insurer or from any other source. We will not pay any claim when you have failed to comply with the special requirements for this extension and such failure caused or worsened the liability.
<p>5 HEALTH AND SAFETY AT WORK</p> <p>We will pay all amounts which you become legally liable to pay for costs and expenses in:</p> <ul style="list-style-type: none"> the defence of any criminal proceedings an appeal against conviction arising from such proceedings brought in respect of an offence under: <ul style="list-style-type: none"> the Health and Safety at Work etc. Act 1974 the Health and Safety at Work (Northern Ireland) Order 1978 <p>provided that the proceedings relate to an offence committed or alleged to have been committed during the period of insurance within the territorial limits and in the course of your activities.</p> <p>The most we will pay is £500,000 for any claim, but if a claim is also made under the Health and Safety at Work extension for the Public and Products Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.</p>	<ol style="list-style-type: none"> Fines or penalties of any kind. Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> you, or your directors or partners any employee responsible for compliance with the legislation. Proceedings related to the health, safety or welfare of persons other than employees. Legal costs and expenses covered elsewhere in this policy or by any other policy. Liability for bodily injury.

Claims settlement for Employers' Liability

LIMITS

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

- £5,000,000 in respect of liability directly or indirectly caused by, resulting from, or in connection with an **act of terrorism**. If **we** allege that by reason of this limitation any liability for damages and **costs and expenses** is covered only up to a specified limit of liability the burden of proving the contrary shall be upon **you**
- the indemnity limit shown in the schedule.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the limitations stated above.

Section 8 Public and Products Liability

This insurance by this section is on a 'costs in addition' basis.

This means that, unless **we** say otherwise, **costs and expenses** are payable in addition to the indemnity limit specified in the schedule.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay all amounts which you become legally liable to pay as damages for accidental:</p> <ul style="list-style-type: none"> a) bodily injury to any person b) damage to material property c) obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement <p>occurring during the period of insurance in connection with your activities and happening:</p> <ul style="list-style-type: none"> • within the territorial limits • outside the territorial limits whilst you, or any employee, director, partner or member, who is normally resident within the territorial limits, are on temporary visits to attend conferences, meetings or seminars, or to carry out clerical and managerial work • anywhere in the world (other than within the United States of America or Canada) and caused by products. <p>We will in addition pay costs and expenses except in respect of any claim:</p> <ul style="list-style-type: none"> a) under an extension to this section which: <ul style="list-style-type: none"> i. only covers costs and expenses, in which circumstances the extension limit will apply ii. specifically states that the extension limit includes costs and expenses. b) which: <ul style="list-style-type: none"> i. is brought within the legal jurisdiction of the United States of America or Canada ii. arises from an act of terrorism <p>in which circumstances the costs and expenses is included within the indemnity limit, or extension limit, to which the claim applies.</p> <p>Within costs and expenses, we will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with our written consent.</p>	<ul style="list-style-type: none"> 1. The amount of excess shown in the schedule in respect of each claim for damage to material property. 2. Liability arising directly or indirectly from any: <ul style="list-style-type: none"> a) activity excluded by the 'Activities' – endorsement in the schedule b) error or omission in the provision of professional services c) treatment of any kind (other than first aid) d) defamation e) bodily injury to any employee arising out of and in the course of your activities f) damage to property: <ul style="list-style-type: none"> i. or any part on which you or any employee is or has been working where the damage results from such work ii. belonging to you or held in trust by you or borrowed, rented, leased or hired for use by you other than personal property (including vehicles and contents) of your visitors, partners, directors or employees g) offshore activities h) counselling, advice, design, formula or specification whether given for a fee or not i) medical, surgical, dental, pharmaceutical or therapeutic products j) products incorporated in any: <ul style="list-style-type: none"> i. craft designed to travel through air or space ii. watercraft which could affect its safety, navigation or propulsion iii. mechanically propelled vehicles which could affect their safety iv. gas, chemical, petrochemical or power generation plant k) damage to, or the costs of recall, removal, replacement, alteration, repair or reinstatement of, any products or contract work executed by you, which is caused by a defect or its unsuitability for its intended purpose l) products: <ul style="list-style-type: none"> i. exported to ii. sold, supplied or worked upon by you, or by others for you, from within the United States of America or Canada m) second-hand products (except as provided for in the Second-hand Goods extension to this section) n) firework and/or bonfire events organised or run by an independent firework display organiser/operator/contractor. 3. Liability arising directly or indirectly from: <ul style="list-style-type: none"> a) ownership of any building (including its land and adjacent grounds) and repair and maintenance of such property b) ownership or use by you, or by others for you, of any premises within the United States of America or Canada c) ownership, possession or use by you or on your behalf, or by any person entitled to cover under this section, of any: <ul style="list-style-type: none"> i. watercraft (other than non-mechanically propelled not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast) and craft designed to travel through air or space ii. mechanically propelled vehicles for which compulsory motor insurance or security is required other than for: <ul style="list-style-type: none"> - loading and unloading - the use of plant at the premises <p>unless cover is provided by any other policy.</p> 4. Liability arising from an agreement in respect of products or contract work executed by you unless liability would have existed without the agreement. 5. The costs of remedying any defect or alleged defect in premises which you have disposed of. <p>Continued...</p>

Section 8 Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>Continued...</p> <ol style="list-style-type: none"> 6. Liability directly or indirectly caused by, resulting from or in connection with an act of terrorism arising at, or in connection with, any: <ol style="list-style-type: none"> a) premises of 40 storeys or more b) sports stadia, exhibitions, theatres, music venues or any events organised by you, where attendance may exceed 2,500 persons at any one time. 7. Fines or penalties. 8. Punitive, exemplary, aggravated or multiplied damages. 9. Liquidated damages. 10. Any compensation awarded by a court of criminal jurisdiction. 11. Any claim if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirements for Public and Products Liability

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

- 1 USE OF BOUNCY CASTLES, OTHER LAND-BASED INFLATABLES OR TRAMPOLINES
 - a) if **you** use any bouncy castle and/or any other land-based inflatable, to ensure that:
 - access and use is controlled by an authorised adult **employee** at all times
 - when used outside a building, it is securely anchored to the ground at each anchor point
 - each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
 - soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable

SPECIAL NOTES RELATING TO BOUNCY CASTLES (not forming part of this policy wording)

Those who use bouncy castles are at an increased risk of injury, particularly children and others who may not be aware of the dangers. Where you provide, or are responsible for, bouncy castles we expect you to take extra care to prevent injuries by making sure measures are put in place that help reduce this risk and our guidelines are:

- a) to follow the manufacturer's or supplier's safety recommendations
- b) requiring children to remove sharp articles like shoes, buckles or jewellery
- c) not allowing overcrowding, particularly by children (to help prevent knocking into each other)
- d) not allowing a mix of large and small children at the same time (to avoid larger children crushing the smaller ones)
- e) not allowing use by adults and children at the same time
- f) not allowing any access to the very youngest children, e.g. under 2 years old.

- b) if **you** use any trampoline, to ensure that:
 - access and use is controlled by an authorised adult **employee** at all times
 - it is fitted with safety side netting to prevent falls from the trampoline
 - it is not used by more than one person at a time.
- 2 CLEAN-UPS OR LITTER PICKS
to ensure that any person involved in clearing up litter or rubbish:
 - wears boots or other stout footwear
 - wears suitable gloves if handling any litter or rubbish
 - is instructed not to clear up, move or touch any sharp objects, needles or syringes unless those persons:
 - a) are authorised adults who have received documented training in dealing with discarded needles or syringes, and
 - b) wear rubber/latex gloves and use graspers/tongs to pick up any needles or syringes (DO NOT USE HANDS), and
 - c) only use proprietary sharps bins/boxes to place any needles or syringes which are to be given to and emptied only by the local authority or contract clinical waste services.

Special requirements for Public and Products Liability

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

3 PROTECTION POLICY FOR GROUPS WORKING WITH YOUNG PEOPLE OR VULNERABLE ADULTS

if **you** work with young people or vulnerable adults, to ensure that:

- **you** comply with all statutory and other regulations imposed by any authority
- **your** written protection policy for young people and vulnerable adults is fully complied with at all times
- where it has been disclosed to **us** that **you** have no written protection policy, the safety measures otherwise declared to and accepted by **us** have been fully complied with at all times.

4 USE OF GYM EQUIPMENT

to take reasonable precautions to ensure that any gym equipment or facility **you** provide is not used by any unauthorised persons and that:

- any equipment for Olympic-style weightlifting or powerlifting is not used other than when under the control of a **professional supplier** in accordance with the cover provided by the Professional Suppliers Contingency Extension (which is subject to our special requirement for Insurance Checks for Professional Suppliers of Activities) in endorsement 215 Activities shown in the schedule,
- it is supervised by a qualified gym instructor at all times when in use, or
- it is only used by unsupervised persons who have undergone an induction/training course held by a qualified gym instructor and then been authorised by **you** or **your employees**.

5 SECOND-HAND GOODS (PRODUCTS LIABILITY)

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

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

6 FACE PAINTING AND HENNA TATTOOS

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

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

and in addition **you** must:

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

7 INSURANCE CHECKS FOR PROFESSIONAL SUPPLIERS OF ACTIVITIES

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

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

or

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

Special requirements for Public and Products Liability

8 FIREWORK AND/OR BONFIRE EVENTS

if **you** organise or run any firework and/or bonfire event that does not exceed an attendance of 100 persons at any one time, **you** must ensure that:

- a responsible adult (with experience of fireworks) is to be in overall control of the event, with final responsibility for all health and safety matters and to be given sole control of storage, siting and lighting of fireworks
- appropriate safety clothing, headgear, gloves and goggles are to be worn by person(s) responsible for lighting any bonfire or fireworks
- the site chosen for the event is well clear of any:
 - a) buildings, trees, vegetation or other materials or property that could be damaged, including any overhead cables or the like
 - b) roads, railways and public rights of way
- only fireworks compliant with British Standards are used and ensure that the manufacturer's instructions are read and complied with
- any fireworks not for immediate use are to be kept in a lidded metal box
- no one attempts to re-light or go near fireworks that fail to ignite and they must not be put on the bonfire
- any bonfire is free of any dangerous materials/products (e.g. foam, plastics, aerosols, paint tins, bottles etc)
- no petrol, paraffin or other combustible liquids are to be used to light the bonfire
- suitable fire-fighting equipment must be available (e.g. fire extinguisher(s) or bucket(s) of water)
- when the event is over any bonfire is to be thoroughly doused with water and checked to ensure it is not left smouldering.

SPECIAL NOTE (not forming part of this policy wording):

For guidance please:

- obtain a copy of 'Giving Your Own Firework Display' booklet - Ref. HSG124 - from the Health and Safety Executive (HSE), and
- refer to Department for Business, Innovation and Skills (BIS) website for information on firework safety or any updates or replacements for them. It is strongly recommended that you comply with all the requirements and recommendations appropriate to you or your display.

9 FIXED OUTDOOR ADVENTURE AND PLAYGROUND EQUIPMENT

to ensure that any fixed outdoor adventure and children's playground equipment at the **premises** is:

- inspected annually by an independent specialist if the various items of equipment are in a specifically designed and purpose-built children's play area, and
- inspected at least monthly by an authorised and suitably trained **employee**, and
- maintained in a safe and good condition (any equipment found to be in need of any repair, defective or unsafe in any way must be prevented from being used until the maintenance, repair or improvement work has been carried out), and
- a written record is retained by **you** for each inspection and following any appropriate maintenance, repair or improvement work.

SPECIAL NOTE (not forming part of this policy wording):

The Royal Society for the Prevention of Accidents (RoSPA) can provide advice and information on playground management and the safety of outdoor play areas. Their Code of Good Practice for Play Areas covers Siting, Design, Equipment, Surfacing, Installation, Ancillary items, Signs and Management. Royal Society for the Prevention of Accidents: www.rosipa.com

10 LOANED OR HIRED OUT MOBILITY EQUIPMENT

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

- loaned, or
- hired out

by **you** that:

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

11 LIBEL AND SLANDER

under the Libel and Slander extension to this section:

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

12 CORPORATE MANSLAUGHTER

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

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

Extensions for Public and Products Liability

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

Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>5</p> <p>WRONGFUL ARREST</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for any charge of:</p> <ul style="list-style-type: none"> • wrongful arrest • malicious prosecution • false imprisonment • defamation of or assault on any person made against you in respect of any allegation of theft or other improper conduct occurring during the period of insurance in connection with your activities and happening in the territorial limits. <p>The most we will pay is £25,000 for all claims, including costs and expenses, in any one period of insurance.</p>	<ol style="list-style-type: none"> 1. Claims by any employee. 2. Liability for: <ol style="list-style-type: none"> a) fines, penalties or punitive, exemplary, aggravated or multiplied damages b) liquidated damages.
<p>6</p> <p>DATA PROTECTION ACT</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998.</p> <p>This indemnity is subject to you being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that you have taken all reasonable care to comply with its requirements.</p> <p>The most we will pay is £500,000 for any claim including costs and expenses.</p>	<ol style="list-style-type: none"> 1. Fines or penalties. 2. Punitive, exemplary, aggravated or multiplied damages. 3. Liquidated damages. 4. Costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data. 5. Liability arising from or caused by a deliberate or intentional act by, or omission of, any person entitled to indemnity. 6. Claims arising out of circumstances which have been notified to previous insurers or which were known to you at the inception of this extension. 7. Legal liability where indemnity is provided by any other insurance.
<p>7</p> <p>OVERSEAS PERSONAL LIABILITY</p> <p>We will pay all amounts which you (and at your request any employee) become legally liable to pay as damages for accidental:</p> <ol style="list-style-type: none"> a) bodily injury to any person b) damage to material property <p>occurring during the period of insurance in respect of personal liability including liability arising from the ownership, possession or use of any:</p> <ul style="list-style-type: none"> • battery powered wheelchair or mobility scooter • vehicle used only as domestic gardening equipment • golf cart trolley or buggy controlled by someone on foot <p>arising other than in connection with your activities, or any business or profession of the person claiming indemnity, while such persons, normally resident within the territorial limits, are temporarily outside the territorial limits in connection with your activities.</p> <p>The most we will pay is £2,000,000 for any claim.</p>	<ol style="list-style-type: none"> 1. Liability arising from: <ol style="list-style-type: none"> a) bodily injury to any person entitled to indemnity under this extension b) damage to property belonging to or under the control of any person entitled to indemnity under this extension c) an agreement unless liability would have existed without the agreement d) the ownership or occupation of land or buildings e) any pets, livestock or other animals. 2. Liability arising from the ownership, possession or use of any: <ol style="list-style-type: none"> a) craft designed to travel in, on or through water, air or space b) electrically or mechanically powered vehicle not otherwise covered under this extension. 3. Liability where indemnity is provided by any other insurance. 4. Fines or penalties. 5. Punitive, exemplary, aggravated or multiplied damages. 6. Liquidated damages.

Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>8 LIBEL AND SLANDER</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses in respect of any claim made for alleged defamation by you, or on your behalf, in connection with your activities.</p> <p>All claims made arising from a single defamation will be deemed to have been made during the period in which the first claim made was accepted by us.</p> <p>The most we will pay for all claims made, including costs and expenses, in any one period of insurance is:</p> <ul style="list-style-type: none"> • in respect of defamation arising from material or statements made in electronic format of any kind, 20% of • in total <p>the indemnity limit for Libel and Slander shown in the schedule.</p> <p>Where a claim made can also be brought for the same event or circumstances under the Professional Indemnity section (if operative), only the section or extension that provides the best settlement option for the insured will apply.</p>	<ol style="list-style-type: none"> 1. £250 excess. 2. Liability arising from: <ol style="list-style-type: none"> a) criminal or intentional defamation, or where you ought to have known such statements were defamatory b) any legal action brought against you: <ol style="list-style-type: none"> i. in any court of law outside the territorial limits ii. by any claimant living outside the territorial limits c) the consequence of any circumstances known to you at the commencement of this cover which may give rise to a claim made d) any unauthorised or malicious access, alteration or intrusion to computer systems e) printers' errors (other than by you) f) malicious falsehood or injurious falsehood. 3. Any event or circumstances which result in a claim against any trustee or director by another trustee or director or by the charitable body or by any other person or entity with a financial, managerial or executive interest in the charitable body. 4. Liability: <ol style="list-style-type: none"> a) for fines, penalties or punitive, exemplary, aggravated or multiplied damages b) for liquidated damages c) covered by any other policy or elsewhere in this policy d) where the date of the cause of action first accruing is prior to the original inception date of this extension. 5. Any claim made if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirements.
<p>9 SECOND-HAND GOODS (PRODUCTS LIABILITY)</p> <p>Subject to the terms and exclusions for products cover, we will pay all amounts which you become legally liable to pay as damages for liability arising from second-hand products.</p>	<ol style="list-style-type: none"> 1. Liability arising from the following second-hand products: <ol style="list-style-type: none"> a) upholstered furniture or bedding that does not meet the standards under statutory safety legislation other than upholstered furniture or bedding supplied free of charge to the poor and needy b) gas appliances of any description c) any appliance containing or using flammable liquids. 2. Liability arising from an agreement unless liability would have existed without the agreement. 3. Any claim when you have failed to comply with the special requirement for this extension and such failure caused or worsened the liability.
<p>10 COURT ATTENDANCE EXPENSES</p> <p>We will pay £250 per day if you, or any partner, director or employee, are required to attend court as a witness at our request in connection with a claim for which insurance is provided under this section.</p>	

Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>11 CORPORATE MANSLAUGHTER</p> <p>We will pay all amounts which you become legally liable to pay overall for costs and expenses incurred with our prior written consent in:</p> <ul style="list-style-type: none"> the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings <p>for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of your activities.</p> <p>The most we will pay for all claims under this extension is £500,000 in any one period of insurance.</p> <p>If this cover is also operative under:</p> <ul style="list-style-type: none"> the Employers' Liability section to this policy, the separate extension limits are replaced by one aggregate limit of £1,000,000 for all claims under this policy in any one period of insurance other policies issued by us to you, the most we will pay for all claims relating the same prosecution in total for all policies, including this policy, is £1,000,000. 	<ol style="list-style-type: none"> Fines or penalties of any kind. Costs of any remedial or publicity orders, or steps to be taken by such orders. Proceedings consequent upon any deliberate act or omission by you or your managerial employees while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission. Costs and expenses: <ol style="list-style-type: none"> where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover where indemnity is otherwise provided by any other policy, insurer or from any other source. We will not pay any claim when you have failed to comply with the special requirements for this extension and such failure caused or worsened the liability.
<p>12 HEALTH AND SAFETY AT WORK</p> <p>We will pay all amounts which you become legally liable to pay for costs and expenses in:</p> <ul style="list-style-type: none"> the defence of any criminal proceedings an appeal against conviction arising from such proceedings brought in respect of an offence under: the Health and Safety at Work etc. Act 1974 the Health and Safety at Work (Northern Ireland) Order 1978 <p>provided that the proceedings relate to an offence committed or alleged to have been committed during the period of insurance within the territorial limits and in the course of your activities.</p> <p>The most we will pay is £500,000 for any claim, but if a claim is also made under the Health and Safety at Work extension for the Employers' Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.</p>	<ol style="list-style-type: none"> Fines or penalties of any kind. Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> you, or your directors or partners any employee responsible for compliance with the legislation. Proceedings related to the health, safety or welfare of employees. Legal costs and expenses covered elsewhere in this policy or by any other policy. Liability for bodily injury or damage to property.
<p>13 CONSUMER PROTECTION AND FOOD SAFETY</p> <p>We will pay all amounts which you become legally liable to pay for costs and expenses in:</p> <ul style="list-style-type: none"> the defence of any criminal proceedings an appeal against conviction arising from such proceedings brought in respect of a breach of: a) Part II of the Consumer Protection Act 1987 b) the Food Safety Act 1990 <p>provided that the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of your activities and are brought within the territorial limits.</p> <p>The most we will pay for any claim in respect of the:</p> <ul style="list-style-type: none"> Consumer Protection Act is £500,000 Food Safety Act is £500,000. 	<ol style="list-style-type: none"> Fines or penalties of any kind. Proceedings consequent upon any deliberate act or omission by you, any director, partner or any employee responsible for compliance with the legislation. Legal costs, expenses, reimbursements or charges: <ol style="list-style-type: none"> covered elsewhere in this policy or by any other policy arising from an order made under Section 9 of the Food Safety Act resulting from any regulation under Section 45 of the Food Safety Act. Liability for bodily injury or damage to property.

Claims settlement for Public and Products Liability

LIMITS

The most **we** will pay:

- a) under this section, including any extension to this section not stated in b) below:
- i. for damages in respect of:
 - all **claims** in any one **period of insurance** caused by **products** or arising from pollution or contamination
 - any **claim** arising out of any firework and/or bonfire event is £5,000,000 or, if lower,
 - any **claim** for liability other than relating to a **claim** brought within the legal jurisdiction of the United States of America or Canada, an **act of terrorism**, firework and/or bonfire events, **products**, pollution or contamination
 - ii. for damages and **costs and expenses** in respect of any **claim**:
 - brought within the legal jurisdiction of the United States of America or Canada
 - (and all **claims** happening during any **period of insurance** caused by **products**) which is directly or indirectly caused by or results from, or is in connection with an **act of terrorism** (if **we** allege that the **bodily injury** or **damage** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**, is £5,000,000 or, if lower

is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.

Costs and expenses will be paid in addition to the indemnity limit unless **we** have stated otherwise.

The indemnity limit for the Property Owners' Liability section (if operative) shown in the schedule forms part of, and is not in addition to, the Public and Products Liability indemnity limit.

- b) under any extension to this section which relates to **costs and expenses** only, including Court Attendance Expenses, is the limit stated in the extension which is in addition to the indemnity limit stated in a) above.

Section 9 Professional Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for any claim made for damages and costs and expenses which you, or at your request any employee, become legally liable to pay arising from any professional indemnity wrongful act.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>SPECIAL NOTE (not forming part of this policy wording): We describe an act of 'abuse' within exclusion 2. c) under What Is Not Covered opposite.</p> <p>Unless specifically excluded by this policy wording or by endorsement, we would normally provide cover for an act of abuse against a third party under the Public and Products Liability section.</p> <p>Under the Professional Indemnity section, whilst the act of abuse is excluded, if you give advice or guidance to a third party we only provide cover if such advice or guidance is alleged to be inadequate or not fit for purpose. The third party you have given advice or guidance to would need to arrange their own Public and Products Liability insurance, and if needed add an extension for abuse cover, which would not exclude circumstances for an act of abuse they could commit against another party.</p> </div>	<ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Liability directly or indirectly arising from: <ol style="list-style-type: none"> a) any bodily injury to any person or damage to, or loss of use of, any tangible property, unless arising directly from any negligent advice, design, formula or specification given in the provision of professional services b) any bodily injury sustained by an employee c) or out of or in any way connected with, any actual or alleged: <ol style="list-style-type: none"> i. physical or psychological abuse, or ii. the intentional inappropriate administration or non-administration of any drug, medicine or substance, or iii. conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind, or iv. repeated or continuing threatening, abusive or insulting words or behaviour d) medical malpractice e) pollution, contamination or seepage f) goods sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by you g) the consequences of any circumstances known to you at the commencement of this cover which may give rise to a claim made h) any professional indemnity wrongful act committed by a trustee, director or employee of a charity which has merged with the charitable body when the professional indemnity wrongful act giving rise to any claim made was committed prior to the merger i) damages and costs and expenses covered elsewhere in this policy or by any other policy or indemnity j) an agreement unless liability would have existed without the agreement k) your operation, administration or management of a pension, retirement, superannuation, profit share or any other employee benefit scheme or programme l) any investment, sale or purchase of shares, securities or stocks or direct advice on the investment of client funds, including breach of regulations or misuse of information relating to them m) any dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission committed by or condoned by a trustee or director n) any indirect or consequential loss (including but not limited to lost profit, remuneration, or trading losses) arising from actual or alleged over-charging or improper receipt of fees o) any event or circumstances which result in a claim against any trustee or director by another trustee or director or by the charitable body or by any other person or entity with a financial, managerial or executive interest in the charitable body p) any defamation resulting from printer's errors q) any defamation which you knew or ought to have known was defamatory r) any breach of any obligation to any former, present or prospective employee for any kind of employment related dispute s) any trading losses, liabilities or debts incurred by you t) or resulting from your involvement in a joint venture or consortia u) any failure or omission to effect insurance or maintain adequate insurance, or failure or omission to comply with the terms and conditions of such insurance <p>Continued...</p>

Section 9 Professional Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>Continued...</p> <ul style="list-style-type: none"> v) any legal action or investigation brought or commenced in any court of law or other tribunal outside of the territorial limits or is brought or commenced within the territorial limits to enforce an award or judgement outside the territorial limits by reciprocal agreement or otherwise. <p>3. Any liability for damage, cost or expense:</p> <ul style="list-style-type: none"> a) directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss b) of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. <p>If we allege that by reason of this exclusion any damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon you.</p> <ul style="list-style-type: none"> 4. Fines, penalties or punitive, exemplary, aggravated or multiplied damages. 5. Liquidated damages. 6. Liability where the professional indemnity wrongful act occurred prior to the retroactive date (if applicable) stated on the schedule. 7. Any claim made if you failed to comply with a special requirement and such failure caused, or worsened the liability.

Special requirement for Professional Indemnity

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

1 INSURANCE CHECKS FOR LABOUR ONLY SUB-CONTRACTORS AND SELF-EMPLOYED to have made a check of the Professional Indemnity insurance held by any:

- labour only sub-contractor or anyone employed by them
- self-employed person

authorised by **you** to carry out **professional services**, to ensure that appropriate cover would be in force for the contracted **professional service**.

Claims settlement for Professional Indemnity

LIMITS

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

Where a **claim made** can also be brought for the same event or circumstances under the Libel and Slander extension (if operative) of the Public and Products Liability section, only the section or extension that provides the best settlement option for the **insured** will apply.

Section 10 Property Owners' Liability

This insurance by this section is on a 'costs in addition' basis.

This means that, unless **we** say otherwise, **costs and expenses** are payable in addition to the indemnity limit specified in the schedule.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay all amounts which you become legally liable to pay as damages for accidental bodily injury to any person or damage to material property occurring:</p> <p>a) during the period of insurance and arising from:</p> <p>i. your ownership of:</p> <ul style="list-style-type: none"> - the buildings - the land on which the buildings that you own stand - any grounds adjacent to, belonging to and used in connection with the buildings that you own <p>ii. your inspection, security, repair and maintenance of the buildings that you own, its land and adjacent grounds</p> <p>b) within a period of seven years from the expiry or cancellation of this section and arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any premises disposed of by you which were occupied by you for your activities.</p> <p>We will in addition pay costs and expenses except in respect of any claim:</p> <p>a) which:</p> <p>i. is brought within the legal jurisdiction of the United States of America or Canada</p> <p>ii. arises from an act of terrorism in which circumstances the costs and expenses is included within the indemnity limit to which the claim applies</p> <p>b) unless we specifically state otherwise.</p>	<ol style="list-style-type: none"> 1. The amount of excess shown in the schedule in respect of each claim for damage to material property. 2. Liability arising directly or indirectly from: <ol style="list-style-type: none"> a) damage to property belonging to you or held in trust by you or in your custody or control b) occupation of the premises c) accidental bodily injury to any employee. 3. Liability directly or indirectly caused by, resulting from or in connection with an act of terrorism arising at, or in connection with, any buildings: <ol style="list-style-type: none"> a) of 40 storeys or more b) used as sports stadia, exhibitions, theatres, music venues or any events where attendance may exceed 2,500 persons at any one time. 4. Liability for: <ol style="list-style-type: none"> a) costs of remedying any damage or defect in premises disposed of by you b) fines, penalties or punitive, exemplary, aggravated or multiplied damages c) liquidated damages d) which you are entitled to indemnity from any other policy or source. 5. Any claim if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirements for Property Owners' Liability

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

- 1 ESCALATOR OR LIFT INSPECTION
 - ensure that any escalator or lift at the **premises** for which **you** are responsible is inspected by a qualified engineer at the required intervals under any relevant legislation or regulations and in any event not less than once every year
 - comply promptly or within any set timescales in respect of any requirements resulting from any such inspection.
- 2 FIXED OUTDOOR ADVENTURE AND PLAYGROUND EQUIPMENT

to ensure that any fixed outdoor adventure and children's playground equipment at the **premises** is:

 - inspected annually by an independent specialist if the various items of equipment are in a specifically designed and purpose-built children's play area, and
 - inspected at least monthly by an authorised and suitably trained **employee**, and
 - maintained in a safe and good condition (any equipment found to be in need of any repair, defective or unsafe in any way must be prevented from being used until the maintenance, repair or improvement work has been carried out), and
 - a written record is retained by **you** for each inspection and following any appropriate maintenance, repair or improvement work.

Claims settlement for Property Owners' Liability

LIMITS

The most **we** will pay under this section:

- a) for damages in respect of:
- all **claims** in any one **period of insurance** arising from pollution or contamination
 - any **claim** for liability other than relating to a **claim** brought within the legal jurisdiction of the United States of America or Canada, an **act of terrorism** or pollution or contamination
- b) for damages and **costs and expenses** in respect of any **claim**:
- brought within the legal jurisdiction of the United States of America or Canada
 - which is directly or indirectly caused by or results from, or is in connection with an **act of terrorism** (if **we** allege that the **bodily injury** or **damage** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**, is £5,000,000 or, if lower

is the indemnity limit shown in the schedule which forms part of, and is not in addition to, the indemnity limit shown in the schedule for the Public and Products liability section.

Costs and expenses will be paid in addition to the indemnity limit unless **we** have stated otherwise.

Section 11 Loss of Licence

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for the amount of extra expenses during the loss of licence indemnity period resulting from your activities at the premises being interrupted or interfered with due to loss of licence.</p> <p>The most we will pay for each calendar month of the loss of licence indemnity period will be one-sixth (16.67%) of the sum insured shown in the schedule.</p>	<p>Extra expenses:</p> <ol style="list-style-type: none"> a) incurred as a result of any requirement to conform to any amendment to the conditions and exclusions of the premises licence by the licensing authority following a review or appeal b) if your interest in the premises licence ceases c) for which you can be compensated under any legislation or bye-law d) resulting from the withdrawal, suspension or refused transfer or renewal of a personal licence e) due to: <ol style="list-style-type: none"> i. town or country planning, improvement or redevelopment ii. or in part due to, your dishonest, fraudulent, wilful, reckless or malicious conduct iii. your omission to take all steps necessary to maintain the premises licence iv. any criminal conduct by you or any designated premises supervisor v. the premises not being maintained in a good state of hygiene or sanitary condition or repair f) caused by: <ol style="list-style-type: none"> i. any compulsory purchase or surrender ii. a change in the law iii. any closure of the premises not required by law iv. your failure to carry out any requirements of the licensing authority or other authority v. any police closure order vi. the withdrawal or refusal of a temporary event notice for any permitted temporary activities.

Special conditions for Loss of Licence

You are required as a condition of cover to:

1. immediately advise **us** if **you** know of any circumstances that may affect the **premises licence** or that:
 - the **premises licence** has been or may be transferred
 - a complaint has been made about the **premises** or how the **premises** are controlled
 - a **designated premises supervisor** or **employee** is accused or convicted of a breach of the licensing law
 - the character or reputation of any **designated premises supervisor** or **employee** could be discredited
 - there has been an objection that may endanger the **premises licence** or its renewal
 - the **use** of the **premises** is changing or has changed from its original purpose
 - as a result of a police closure order or representation by any interested party, a review of the **premises licence** is underway.
2. advise **us** within 48 hours if **loss of licence** occurs.
3. where practicable, at **our** request find a suitable replacement who satisfies the regulating authority's requirements if any **designated premises supervisor**:
 - dies
 - is incapacitated
 - is made bankrupt or convicted of an offence that could discredit his/her character or reputation
 - deserts the **premises**
 - forfeits their **personal licence**, or has it withdrawn, suspended or refused transfer or renewal by the licensing authority.
4. where practicable, if **loss of licence** occurs, at **our** request apply for a new registration for the same or other premises so that **your activities** can continue in a similar or alternative form.
5. otherwise give **us** any reasonable information or help **we** need.

Claims settlement for Loss of Licence

VALUE ADDED TAX

If **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.

ACCOUNTANTS CHARGES

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

LIMITS

The most **we** will pay for all **claims** in any one **period of insurance** is the sum insured shown in the schedule.

Section 12 Personal Accident

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

Benefits for Personal Accident

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

Claims settlement for Personal Accident

LIMITS

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

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

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

Section 13 Computer Breakdown

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

Special requirements for Computer Breakdown

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

- 1 DATA BACK-UP
in respect of cover b) above, to ensure that electronic data is backed-up and stored away from the **premises** in accordance with the level of sum insured as follows:

Sum insured for electronic data:

- a) up to £10,000
- b) £10,001 up to £25,000
- c) over £25,000

Minimum back-up frequency to be every:

- 7 working days
- 2 working days
- working day

SPECIAL NOTE (not forming part of this policy wording):

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

- 2 ANTI-VIRUS MAINTENANCE
in respect of extension 2 Virus, Hacking or Denial of Service to this section, to continually use, maintain and upgrade any code or series of instructions, operating systems, software programs or firmware which protects against any computer **virus or similar mechanism** or unauthorised access to the **computer equipment**.

Extensions for Computer Breakdown

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1</p> <p>ADDITIONAL CHARGES AND EXPENSES</p> <p>Provided a claim is agreed by us under cover a) of this section, we will pay for the following additional charges or expenses incurred with our prior written consent:</p> <ol style="list-style-type: none"> hire or lease charges that you reasonably incur with respect to a new agreement for similar equipment following breakdown of computer equipment, but limited only to such charges incurred within the period of insurance in which the breakdown occurs expenses that you reasonably incur to prevent or minimise the interruption of or interference with your activities following a loss of electricity or telecommunications supply expenses that you reasonably incur in investigating possible repairs or re-instatement whether successful or not, following breakdown expenses that you reasonably incur in the modification or alteration of computer equipment, and for replacing or altering computer systems or electronic data to achieve compatibility, where replacement computer equipment is incompatible with existing and undamaged computer equipment expenses that you reasonably incur in the removal of computer equipment following breakdown. <p>The most we will pay is £2,500 for all claims under this extension in any one period of insurance.</p>	
<p>2</p> <p>VIRUS, HACKING OR DENIAL OF SERVICE</p> <p>We will pay for the additional expenses that you reasonably incur with our prior consent for the repair, replacement or reinstatement of the computer equipment and electronic data caused by or resulting from a virus or similar mechanism or hacking or denial of service attack.</p> <p>The most we will pay is £500 for any claim and £1,000 in any one period of insurance.</p>	<ol style="list-style-type: none"> The amount of the section excess shown in the schedule. Expenses: <ol style="list-style-type: none"> for any computer equipment after ten years from the date of its manufacture recoverable under any lease, hire, maintenance agreement or manufacturer's warranty, or where you are relieved of responsibility under such agreement covered elsewhere in this policy or by any other policy or indemnity for electronic data not stored in accordance with the manufacturer's recommendations for any computer equipment loaned out or hired out by you directly or indirectly arising from or relating to any wilful or malicious act by you or any employee arising out of the use of unproven software which has not been finalised or has not completed quality assurance or testing. Any indirect or consequential loss. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss.

Claims settlement for Computer Breakdown

If **computer equipment**:

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

LIMITS

The most **we** will pay for all **claims** in any one **period of insurance** is the sum insured shown in the schedule.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the **period of insurance** limitation other than for the extension for Additional Charges and Expenses.

Section 14 Refrigerated Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for damage to the contents, belonging to you or for which you are responsible, of refrigeration units used in connection with your activities at the premises caused by:</p> <ul style="list-style-type: none">• a rise or fall in temperature in such unit• escape of refrigerant.	<ol style="list-style-type: none">1. The amount of excess shown in the schedule.2. Damage to contents:<ol style="list-style-type: none">a) resulting from any deliberate act or wilful neglect by you or any employeeb) caused by a deliberate act of the power supplier.3. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirement for Refrigerated Contents

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

- 1 REFRIGERATION UNITS MAINTENANCE CONTRACT
to ensure that any refrigeration unit over 10 years old is kept under an annual (or more regular) maintenance contract with the manufacturer or independent refrigeration engineers.

Claims settlement for Refrigerated Contents

At **our** option, **we** will pay the cost of replacement or make a cash payment for the value of the contents at the date of the **damage**.

LIMITS

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

- limit any one unit
- total sum insured

shown in the schedule at the date of the **damage**.

Sections 15 Goods in Transit

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for:</p> <p>a) damage occurring within the territorial limits and the Republic of Ireland to your property (including tarpaulin sheets, packing materials and ropes carried on any road vehicle operated by you) in transit by:</p> <ul style="list-style-type: none"> i. any road vehicle operated by you ii. any road vehicle operated by road hauliers iii. parcel service or rail <p>in connection with your activities, including:</p> <ul style="list-style-type: none"> • the loading or unloading of the carrying vehicle • while temporarily housed on the carrying vehicle during transit • while on the carrying vehicle during a direct sea ferry transit between ports within the territorial limits and the Republic of Ireland. <p>b) damage to drivers' clothing and personal effects up to an amount of £500 per person following a valid claim under a) above</p> <p>c) costs and expenses necessarily and reasonably incurred in the removal of debris and site clearance for which you are responsible as a direct result of damage under a) above for which a valid claim is paid under this section.</p>	<ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Damage, unless specifically agreed by us in writing, to: <ol style="list-style-type: none"> a) furs, jewellery, watches, clocks, precious metals, precious stones or articles made from or containing any of them b) money, securities, bills of exchange, deeds, documents, electronic data, patterns, models, moulds, plans or designs c) bullion, non-ferrous metals, tobacco goods, wines or spirits d) explosives or other dangerous goods e) computer equipment f) antiques or works of art. 3. Death or injury of living creatures. 4. Damage caused by or resulting from: <ol style="list-style-type: none"> a) wear and tear or gradual deterioration b) defective or insufficient packing c) deterioration of refrigerated goods following breakdown or failure of refrigeration equipment unless such failure or breakdown is due to an accident to the vehicle d) moth, vermin, insects, mildew, rust, contamination, electrical or mechanical derangement (unless caused by external means), inherent vice or nature of the property e) deterioration, depreciation, delay in transit, loss of market or other consequential loss f) riot, civil commotion or strikes g) theft from any unattended vehicle operated by you unless all doors, windows and other points of access have been closed and locked, any security devices have been correctly set to operate and all keys have been removed from the vehicle h) theft from any soft topped, soft sided, open topped or open sided vehicle or trailer operated by you <ol style="list-style-type: none"> i) the weather to property in transit by you while in the open unless the property is suitably protected j) dismantling, installing, erecting or testing. 5. Unexplained shortages. 6. Property more specifically covered elsewhere in this policy or by any other policy. 7. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirement for Goods in Transit

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

1 OVERNIGHT SECURITY

for **damage** resulting from theft or attempted theft, to keep any unattended vehicle operated by **you** in a guarded security park, or in a securely locked building or locked yard, between the hours of 21:00 to 06:00.

Claims settlement for Goods in Transit

At **our** option, **we** will indemnify **you** for the **damaged** property by:

- making a cash payment
- paying for the repair
- paying for the cost of replacement if damaged beyond repair.

LIMITS

The most **we** will pay for any **claim** for goods in transit (including any debris removal costs) by:

- a) **your** own vehicles is the own vehicle limit
- b) any other carrier is the limit any one:
 - package
 - consignment

shown in the schedule at the date of the **damage**.

UNDERINSURANCE

If at the time of **damage** the appropriate vehicle, package or consignment limit sum insured (plus index-linking) is less than the full value of the property in transit, **we** will only pay the same proportion of the **damage** as the sum insured bears to the full value for the property in transit.

Section 16 Trustees' and Directors' Indemnity

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

Section 16 Trustees' and Directors' Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>Continued...</p> <p>6. Any liability for damage, cost or expense:</p> <ol style="list-style-type: none"> directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. <p>If we allege that by reason of this exclusion any damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon you.</p> <p>7. Indemnity to any trustee or director or their liability for any claim made for loss directly or indirectly arising from:</p> <ol style="list-style-type: none"> the consequences of any circumstances known to that trustee or director at the commencement of this cover which may have given rise to a claim made that trustee or director receiving any remuneration, profit or advantage to which they were not legally entitled any actual dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission of that trustee or director any wrongful act which that trustee or director knew to be a wrongful act or which was committed by that trustee or director in reckless disregard of whether it was a wrongful act or not any defamation which that trustee or director knew, or ought to have known was defamatory. <p>8. Liability where the wrongful act occurred prior to the retroactive date (if applicable) stated on the schedule.</p> <p>9. Any claim made if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.</p>

Special requirement for Trustees' and Directors' Indemnity

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

1 DATA BACK-UP

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

SPECIAL NOTE (not forming part of this policy wording):

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

Extensions for Trustees' and Directors' Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 INVESTIGATION COSTS</p> <p>We will pay all reasonable representation costs which are incurred by the charitable body or any trustee or director for any investigation, constituted hearing, tribunal or proceedings instigated by the Charity Commission or other regulatory body.</p> <p>The most we will pay is £100,000 in any one period of insurance.</p>	<p>Costs covered elsewhere in this policy or by any other policy.</p>

Extensions for Trustees' and Directors' Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
<p>2 SPOUSES</p> <p>We will pay all amounts which the spouse, common law spouse or civil partner of a trustee or director becomes legally liable to pay as damages and costs and expenses solely by reason of the legal status of that spouse, common law spouse or civil partner and that by operation of law such liability is transferred or imputed to that spouse, common law spouse or civil partner, provided that a claim made for such liability upon you would have been covered under this section</p>	
<p>3 LEGAL REPRESENTATIVES</p> <p>We will pay all amounts which the estate, heirs, legal representatives or assigns of a trustee or director become legally liable to pay as damages and costs and expenses as a result of the death, incompetency, incapacity, bankruptcy or insolvency of the trustee or director provided that a claim made for such liability upon you would have been covered under this section.</p>	
<p>4 RETIRED AND FORMER TRUSTEES' AND DIRECTORS'</p> <p>In the event of this section being cancelled by you, we will continue to accept a claim made by you for a period of up to 6 consecutive years from the date of cancellation in respect of all amounts for which a retired trustee or director becomes legally liable to pay for a wrongful act that occurred prior to the date of his or her retirement and provided that the trustee or director retired before the date of cancellation of this section.</p> <p>For the purpose of this extension only, claim made relates to the period of the 6 years extension and not to the period of insurance stated in the policy definition.</p>	<ol style="list-style-type: none"> 1. Any liability of the charitable body. 2. Indemnity provided by any other insurance.
<p>5 POLLUTION, CONTAMINATION OR SEEPAGE</p> <p>We will pay all amounts for any claim made which:</p> <ol style="list-style-type: none"> a) a trustee or director becomes legally liable to pay as environmental defence costs arising from any wrongful act b) would be covered under a) above but which the charitable body becomes legally liable or obliged to indemnify the trustee or director for environmental defence costs by reason of any indemnity clause in your governing documents arising from any wrongful act c) the charitable body becomes legally liable to pay as environmental defence costs arising from any wrongful act. <p>This cover does not apply where the charitable body is an unincorporated association and indemnity is claimed under a) above.</p> <p>The most we will pay is £100,000 in any one period of insurance.</p>	<ol style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Any claim made for loss directly or indirectly arising from pollution, contamination or seepage of any kind, other than to the extent of the environmental defence costs.
<p>6 EXTENDED CLAIMS REPORTING PERIOD</p> <p>If we or you cancel (other than for non-payment of premium) or we refuse to offer renewal of this section of this policy and you do not replace the cover by any other similar policy with another insurer then you shall be entitled to an extension of the expiring period of cover provided by this section of 60 days in respect of claims made after the effective date of such cancellation or refusal to renew, provided that:</p> <ol style="list-style-type: none"> a) written notice is given to us within 15 days of the effective date of cancellation or non-renewal of this section b) the claim made arises from a wrongful act prior to the date of cancellation or refusal to renew. <p>The offer by us of terms, conditions or limits of indemnity that differ from those of the expiring period of insurance shall not constitute a refusal to renew.</p>	

Extensions for Trustees' and Directors' Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
<p>7 EMERGENCY COSTS AND EXPENSES</p> <p>In the event you are unable to contact us to obtain consent to authorise costs and expenses following a claim made, we agree to reimburse you for emergency costs and expenses incurred up to an aggregate inner limit of 10% of the indemnity limit stated in the schedule.</p>	

Claims settlement for Trustees' and Directors' Indemnity

LIMITS

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

- £50,000 under cover d) for **damage to documents**
- the indemnity limit shown in the schedule.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the limitations stated above.

Section 17 Fidelity Guarantee

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay any claim made by the charitable body for any loss of:</p> <ol style="list-style-type: none"> money negotiable or non-negotiable instruments representing money or property any material property monetary balances held at a financial institution belonging to the charitable body, or for which the charitable body is legally liable, as a result of a fraudulent or dishonest act. <p>If this section and the Misappropriation of Money extension under the Money section are both operative under this policy, we will only pay for a claim made for loss of money under the section or the extension that provides the widest cover.</p>	<ol style="list-style-type: none"> The amount of excess shown in the schedule. Loss as a result of any fraudulent or dishonest act: <ol style="list-style-type: none"> committed by any partner of the policyholder whether acting alone or in collusion with an employee or with others where the fraudulent or dishonest act occurs prior to the retroactive date stated on the schedule where the fraudulent or dishonest act shall benefit another part of the charitable body for that part of any loss relating to additional expenses or fees in establishing the existence or magnitude of any loss with the exception of any amounts covered under Auditors Fees in the claims settlement part of this section of any payments or increases in salary, commissions, fees, bonuses, promotions, awards, profit share, pension contribution, or any other employee benefits which is committed by an employee who is normally resident outside of the territorial limits which cannot be proven to have been committed which is evidenced solely by an inventory or profit and loss computation where the employee concerned was known to have been involved in a previous fraudulent or dishonest act committed by an employee, where any trustee or director who was not in collusion had knowledge of or reasonably believed a fraudulent or dishonest act to have been committed by that employee on any previous occasion from a pension, retirement, superannuation, profit share or employee benefit scheme or programme of intangible property including but not limited to proprietary information, trade secrets, intellectual property, copyright, patent, trademark or design of money which the employee would have been entitled to receive from you but for the fraudulent or dishonest act covered elsewhere in this policy or by any other policy. Loss directly or indirectly arising from extortion, kidnap, blackmail, ransom or any other form of duress or similar threat except where perpetrated by an employee. Any indirect or consequential loss including but not limited to profit dividends or loss of interest. Any claim made if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirements for Fidelity Guarantee

SPECIAL NOTE (not forming part of this policy wording):

There are two levels of special requirements. You must comply with the level which applies to the indemnity limit which is operative at the time of any loss and is as shown in the policy schedule.

The following special requirement applies when the indemnity limit shown in the schedule is up to, and including, £5,000:

You are required as a condition precedent to **our** liability to comply with the following:

- At least two written satisfactory references must be obtained to confirm the honesty of each **employee** contracted to start working by **you** after the commencement date of this section. References from former employers must cover a minimum period of two years immediately preceding their employment by **you** and copies or notes must be retained. References need not be obtained for authorised volunteers, **employees** joining directly from school or under a government sponsored youth training scheme, or for existing **employees** who have satisfactorily and continuously worked for **you** for at least one year.

Special requirements for Fidelity Guarantee

The following special requirements apply when the indemnity limit shown in the schedule is £25,000 or greater:

You are required as a condition precedent to **our** liability to comply with the following:

- 1 At least two written satisfactory references must be obtained to confirm the honesty of each **employee** contracted to start working by **you** after the commencement date of this section. References from former employers must cover a minimum period of two years immediately preceding their employment by **you** and copies or notes must be retained. References need not be obtained for authorised volunteers, **employees** joining directly from school or under a government sponsored youth training scheme, or for existing **employees** who have satisfactorily and continuously worked for **you** for at least one year.
- 2 All cash book entries or other records of **money**, including cash or any other negotiable instruments representing money or property, are reconciled and balanced at least monthly with a check of receipts and vouchers, independently of **employees** involved in the original transactions.
- 3 All statements of accounts are issued at least monthly and directly to customers independently of **employees** receiving or collecting payment.
- 4 All monetary payments or transfers by:
 - cheque or other non-electronic financial documents, for amounts exceeding £5,000, must be manually signed by two of **your** authorised signatories after the amount has been inserted
 - electronic instructions requires at least two **employees** approved by **you**, to issue each fund transfer instruction or any amendment, to ensure that no one **employee** can complete a fund transfer payment from beginning to end.
- 5 Accounts are audited or independently examined annually.
- 6 All **money** received to be paid into **your** bank accounts within three working days.
- 7 If **you** have any **stock**, a full stock-take must be taken, at least once a year, independently of any **employee** normally involved with **stock** control.
- 8 The payment for goods or services shall involve the authorisation by an **employee(s)** not involved with the commissioning or ordering of those goods or services.

Claims settlement for Fidelity Guarantee

AUDITORS FEES

Within the LIMITS stated below, **we** will pay all auditors fees that **you** reasonably incur with **our** prior consent in formulating the amount of a loss in preparation of a **claim made** under this section.

LIMITS

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

The indemnity limit shall be considered as non-cumulative, and the most **we** will pay in any **period of insurance** is the indemnity limit shown in the schedule, regardless of how many years this policy has been in force.

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

Section 18 PR Crisis Communication

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay all expenses reasonably incurred for the services of marketing and public relations specialists chosen by us, or approved by our chosen service provider, to assist in the protection or restoration of your reputation or public and market confidence in your activities following adverse publicity anywhere in the world during the period of insurance.</p>	<ol style="list-style-type: none"> 1. We will not pay: <ol style="list-style-type: none"> a) 10% (ten percent), or b) 25% (twenty five percent), if you fail to comply with any special condition to this section, of the total amount of each claim or the excess shown in the schedule, if higher. 2. Adverse publicity directly or indirectly arising from: <ol style="list-style-type: none"> a) the consequences of any circumstances known to any trustee or director or partner of yours at the commencement of this cover which may give rise to a claim b) any goods or products manufactured, sold, supplied, installed, recalled, repaired, altered or maintained by you c) any third party material contributed to any bulletin board, forum, chat room, web-log, newsgroup, social network or other interactive information service for which you are responsible d) any unauthorised or malicious access, alteration or intrusion to computer equipment or systems by any trustee or director or partner of yours. 3. Adverse publicity originating, distributed or propagated by any trustee or director or partner of yours. 4. Any expenses where you refused or failed to provide a rebuttal when such opportunity was offered prior to the publication of adverse publicity. 5. Adverse publicity where you have expressly or by implication agreed to the publication taking place.

Special requirements for PR Crisis Communication

You are required to:

- 1 notify **us** within 48 hours of **you**:
 - a) becoming aware of **adverse publicity** or circumstances which may result in a **claim** under this section
 - b) receiving any offer to make amends following **adverse publicity** and provide any details or information available.
- 2 co-operate and undertake immediately any reasonable action required by the marketing or public relations specialists to mitigate any further **adverse publicity**.

If **you** fail to comply with any of these conditions, the amount of **excess** payable by **you** will increase as stated in exclusion 1.b) of What Is Not Covered above.

SPECIAL NOTE (not forming part of this policy wording):

In the event of a public relations (PR) crisis that may damage the reputation of, or affect public opinion about, your organisation:

- a) it is critical that action to redress the situation is taken without any delay and that is why we require you to react so urgently under the special conditions.
- b) you should immediately seek advice through our Public Relations (PR) Crisis & Media Assistance Helpline Service - see the Helpline Services section of this policy for contact details. If you require more than helpline advice then this section will help towards covering expenses incurred for the services of our chosen marketing and public relations specialists.
- c) we would suggest that a suitable person is appointed as quickly as possible to act as a 'crisis co-ordinator'. This person will have the responsibility for receiving all enquiries relating to the 'crisis' and communicating such enquiries with our chosen marketing and public relations specialists. The appointment of a crisis co-ordinator should help reduce the risk of delay in getting advice to you.

Claims settlement for PR Crisis Communication

LIMITS

The most **we** will pay for:

- any **claim** resulting from unauthorised or malicious access, alteration or intrusion to **your computer equipment** or systems by a **virus or similar mechanism** or **hacking** or **denial of service attack** is £2,000
- all **claims** in any one **period of insurance** is the sum insured shown in the schedule.

We have a right of recovery against **you** following any damages paid as a result of a successful prosecution for **defamation** which was commenced by **you** against the origin, source, distributor or propagator of any **adverse publicity**.

Section 19 Motor Policy Compensation

WHAT IS COVERED	WHAT IS NOT COVERED																				
<p>At you request, in the event of any driver authorised by you:</p> <ul style="list-style-type: none"> • being involved in a motor accident which is their fault, or • having their motor vehicle damaged whilst parked, <p>and where no recovery can be made from any third party, occurring during the period of insurance when they are using their own motor vehicle in a voluntary capacity in respect of your activities, we will pay the amount of:</p> <p>a) any policy contribution paid or required to be paid under the private motor insurance policy by the policyholder</p> <p>b) benefit for the loss or reduction of a policy no claim discount under the private motor insurance policy as follows:</p> <table border="0"> <tr> <td>Annual Motor Premium (including IPT)</td> <td>BENEFIT</td> </tr> <tr> <td>Up to £200</td> <td>£40</td> </tr> <tr> <td>£201 to £300</td> <td>£60</td> </tr> <tr> <td>£301 to £400</td> <td>£80</td> </tr> <tr> <td>£401 to £500</td> <td>£100</td> </tr> <tr> <td>£501 to £750</td> <td>£130</td> </tr> <tr> <td>£751 to £1,000</td> <td>£160</td> </tr> <tr> <td>£1,001 to £1,250</td> <td>£180</td> </tr> <tr> <td>£1,251 to £1,500</td> <td>£200</td> </tr> <tr> <td>£1,501 & over</td> <td>£230</td> </tr> </table> <p>subject to the claims settlement terms and limits below.</p> <p>A claim under this section will not affect any no claim discount you have earned under this policy.</p>	Annual Motor Premium (including IPT)	BENEFIT	Up to £200	£40	£201 to £300	£60	£301 to £400	£80	£401 to £500	£100	£501 to £750	£130	£751 to £1,000	£160	£1,001 to £1,250	£180	£1,251 to £1,500	£200	£1,501 & over	£230	<p>Fire or windscreen claims.</p>
Annual Motor Premium (including IPT)	BENEFIT																				
Up to £200	£40																				
£201 to £300	£60																				
£301 to £400	£80																				
£401 to £500	£100																				
£501 to £750	£130																				
£751 to £1,000	£160																				
£1,001 to £1,250	£180																				
£1,251 to £1,500	£200																				
£1,501 & over	£230																				

SPECIAL NOTE (not forming part of this policy wording):

1. It is essential that, if a motor vehicle is being used for charitable activities, the motor insurer covering the motor vehicle should be informed of its use by the motor policyholder.
2. A 'policy contribution' is commonly known as an 'excess' and is the first amount of any claim for which you are responsible.

Claims settlement for Motor Policy Compensation

The authorised driver to provide **us** with:

- the name of the motor policyholder (if different), and
- the motor insurer's claim's reference, and
- a copy of the last motor renewal notice for a **claim** under b) above.

LIMITS

The most **we** will pay:

- the authorised driver or their legal representative for any **claim** for no claim discount and policy contribution is the sum insured shown in the schedule
- is £1,000 for any one authorised driver/motor policyholder in any one **period of insurance**.

Section 20 Legal Expenses

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

1. The cover under this section has been arranged by us through DAS Legal Expenses Insurance Company Limited (DAS).
2. DAS Legal Expenses Insurance Company Limited (Registered in England and Wales, number 103274) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.
3. We are responsible for paying any claims under this section but DAS manage all claims matters and correspondence on our behalf. The legal advice service and claims handling service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.
4. DAS Law Limited (Registered in England and Wales, number 5417859) is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).
5. Please also refer to the notes under 'MAKING A CLAIM' in the front of this policy.

WHAT IS COVERED

We will indemnify the **insured** (or where specified, the **insured person**) for any **insured incident** detailed in this section arising in connection with **your activities** as long as:

- a) **reasonable prospects** exist for the duration of the claim; and
- b) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **countries covered**; and
- c) any proceedings or investigation will be dealt with by:
 - a court
 - an employment tribunal or employment appeal tribunal
 - an arbitration proceeding where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court
 - the Equality and Human Rights Commission or Equality Commission for Northern Ireland
 - any other body which replaces any of the above or which **DAS** agree to.

We will pay an **appointed representative** on the **insured's** behalf **costs and expenses** incurred following an **insured incident** and any compensation awards that **DAS** has agreed to provided that:

1. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm or tax consultancy**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour - this amount may vary from time to time
2. in respect of an appeal or the defence of an appeal the **insured** must tell **DAS** within the time limits allowed that the **insured** wants to appeal. Before **we** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist
3. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most **we** will pay in **costs and expenses** is the value of the likely award.

In the event of a claim, if the **insured** decides not to use the services of a **preferred law firm or tax consultancy** the **insured** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.

WHAT IS NOT COVERED

All **insured incidents** do not cover:

- a) **costs and expenses** incurred before the written acceptance of a claim by **DAS**
- b) fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court, or other authority, other than compensation awards as covered under **insured incidents** 1.b) Compensation awards and 2.a)iii.a. Legal defence
- c) any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
- d) any claim relating to rights under a franchise or agency agreement entered into by the **insured**
- e) any **insured incident** deliberately or intentionally caused by an **insured person**
- f) a dispute with us or **DAS** not otherwise dealt with under Special Condition 8 of this section
- g) any claim relating to a shareholding or partnership share in the **insured**
- h) **costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry
This exclusion does not apply to **insured incident** 7 – Personal Injury
- i) any legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**
- j) any claim where, either at the start of or during the course of a claim, the **insured**:
 - i. is declared bankrupt
 - ii. has filed a bankruptcy petition
 - iii. has filed a winding-up petition
 - iv. has made an arrangement with their creditors
 - v. has entered into a deed or arrangement
 - vi. is in liquidation
 or part or all of the **insured's** affairs or property are in the care or control of a receiver or administrator
This exclusion applies to all **insured incidents** other than 1.a) Employment Practices Legal Protection, 1.b) Compensation Awards and 2 Legal Defence.
- k) any claim relating to written or verbal remarks that damage the **insured person's** reputation
- l) any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Section 20 Legal Expenses

WHAT IS COVERED	WHAT IS NOT COVERED
INSURED INCIDENT:	In addition to the section exclusions the following are not covered in respect of the insured incident against which they appear:
<p>1 EMPLOYMENT PRACTICES LEGAL PROTECTION AND COMPENSATION AWARDS</p> <p>a) EMPLOYMENT PRACTICES LEGAL PROTECTION Costs and expenses to defend the insured's legal rights:</p> <ul style="list-style-type: none"> i. before the issue of legal proceedings in a court or tribunal: <ul style="list-style-type: none"> a. following the dismissal of an employee, or b. where an employee or ex-employee has contacted ACAS (Advisory, Conciliation and Arbitration Service) to commence the Early Conciliation procedure ii. in any unfair dismissal dispute under the ACAS Arbitration Scheme or iii. in legal proceedings in respect of any dispute relating to <ul style="list-style-type: none"> a. a contract of employment with the insured, or b. an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation. 	<ul style="list-style-type: none"> 1. Any employment dispute where the originating cause of action arises within the first 90 days of the indemnity provided by this section. 2. Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section. 3. Employee internal disciplinary or grievance procedures. 4. Any claim: <ul style="list-style-type: none"> i. in respect of damages for personal injury or loss of or damage to property ii. arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005. <p>If a claim is made under insured incident 1a) exclusions 1. and 2. above will not be enforced if the insured can provide written evidence of continuous and equivalent employment legal expenses insurance prior to inception of this section.</p>
<p>b) COMPENSATION AWARDS</p> <p>Where DAS have accepted a claim under insured incident 1.a), we will pay:</p> <ul style="list-style-type: none"> i. any basic and compensatory award, and/or ii. an order for compensation or damages following a breach of the insured's statutory duties under employment legislation <p>provided that:</p> <ul style="list-style-type: none"> A. in cases relating to performance and/or conduct the insured has throughout the employment dispute either: <ul style="list-style-type: none"> 1) followed the ACAS Code of Disciplinary and Grievance Procedures or 2) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland. B. for an order for compensation following the insured's breach of statutory duty under employment legislation, the insured has at all times sought and followed the advice given by DAS Legal Advice Service since the date when the insured should have known about the employment dispute C. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the insured has sought and followed the advice given by DAS Claims Department prior to serving notice of redundancy D. the compensation award is awarded by a court or tribunal or through ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by DAS. E. the total of the compensation awards payable by us shall not exceed £1,000,000 in any one period of insurance. 	<ul style="list-style-type: none"> 1. Any compensation award relating to the following: <ul style="list-style-type: none"> a) trade union activities, trade union membership or non-membership b) pregnancy or maternity rights, paternity, parental or adoption rights c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996 d) civil claims against or statutory rights in relation to trustees of occupational pension schemes. 2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto. 3. Any award ordered because the insured has failed to provide relevant records to employees under the National Minimum Wage laws. 4. Any compensation award or increase in compensation award ordered by a court or tribunal for failure to comply with a current or previous recommendation made by a tribunal. 5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure
<p>c) EMPLOYEE CIVIL LEGAL DEFENCE</p> <p>Costs and expenses to defend the insured person's (other than the insured's) legal rights at the insured's request, if an event arising from their work as an employee leads to civil action being taken against them:</p> <ul style="list-style-type: none"> i. under legislation for unlawful discrimination, or ii. as trustee of a pension fund set up for the benefit of the insured's employees. 	

Section 20 Legal Expenses

WHAT IS COVERED		WHAT IS NOT COVERED
d)	<p>SERVICE OCCUPANCY</p> <p>Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which, the insured is responsible.</p>	Any claim relating to defending the insured's legal rights other than defending a counter-claim.
2	<p>LEGAL DEFENCE</p>	
a)	<p>Costs and expenses:</p> <p>i. CRIMINAL PRE-PROCEEDINGS COVER: for defending the insured person's legal rights prior to the issue of legal proceedings when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer, where it is alleged that the insured person has or may have committed a criminal offence</p> <p>ii. CRIMINAL PROSECUTION DEFENCE for defending the insured person's legal rights following an event arising in direct connection with your activities which leads to the insured person being prosecuted in a court of criminal jurisdiction</p> <p>iii. DATA PROTECTION AND INFORMATION COMMISSIONER REGISTRATION</p> <p>a. for defending the insured person's legal rights if civil action is taken against the insured person for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the insured person under section 13 of the Data Protection Act 1998 provided you were registered with the Information Commissioner at the time of the insured incident.</p> <p>b. in an appeal against the refusal of the Information Commissioner to register the insured's application for registration.</p> <p>iv. WRONGFUL ARREST following civil action taken against the insured for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the period of insurance</p> <p>v. FORMAL INVESTIGATIONS AND DISCIPLINARY HEARINGS in representing the insured person:</p> <p>a. throughout a formal investigation conducted by the Equality and Human Rights Commission or Equality Commission for Northern Ireland following a complaint against an insured person</p> <p>b. throughout a formal investigation or disciplinary hearing by any other relevant authority</p> <p>vi. STATUTORY NOTICE APPEALS in representing the insured person in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting your activities other than those issued in connection with the insured's licence, mandatory registration or British Standard Certificate of Registration.</p> <p>Continued...</p>	<ol style="list-style-type: none"> 1. Any criminal investigation or enquiry by with or on behalf of HM Revenue & Customs. 2. Any claim which leads to the insured person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle. 3. A Statutory Notice issued by an insured person's regulatory or governing body.

Section 20 Legal Expenses

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Continued...</p> <p>b) JURY SERVICE AND COURT ATTENDANCE We will pay for an insured person's absence from work to:</p> <ol style="list-style-type: none"> i. perform jury service ii. attend any court or tribunal at the request of the appointed representative <p>The maximum we will pay is the insured person's net salary, or wages, for the time that the insured person is absent from work, less any amount the insured, the court or tribunal, pays to them.</p> <p>provided that:</p> <p>A. in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the countries covered shall be any place where the Act applies</p> <p>B. the insured requests cover for the insured person.</p>	
<p>3 STATUTORY LICENCE APPEAL</p> <p>Costs and expenses in an appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel the insured's licence, or mandatory registration or British Standard Certificate of Registration.</p>	<ol style="list-style-type: none"> 1. Assistance with the application process either in relation to an original application or application for renewal of a statutory licence or mandatory registration or British Standard Certificate of Registration. 2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.
<p>4 CONTRACT DISPUTES</p> <p>Costs and expenses in a contractual dispute arising from an agreement or alleged agreement which has been entered into by, or on behalf of, the insured for the purchase, hire, sale or provision of goods or of services</p> <p>provided that:</p> <ol style="list-style-type: none"> A. the amount in dispute exceeds £250 (including VAT) B. if the dispute relates to money owed to the insured, a claim under this section is made within 90 days of the money becoming due and payable C. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (including VAT). 	<ol style="list-style-type: none"> 1. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If you are using: <ul style="list-style-type: none"> • DAS's preferred law firm, you will be asked to pay this within 21 days of the claim being assessed as having reasonable prospects • your own preferred law firm, this will be within 21 days of their appointment following confirmation that your claim has reasonable prospects. If you do not pay this amount cover could be withdrawn. 2. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the date of occurrence is within the first 90 days of the indemnity provided by this section unless equivalent legal expenses insurance was in force immediately before. 3. Any claim relating to the following: <ol style="list-style-type: none"> a) a dispute over the settlement amount payable under an insurance policy (we will cover a dispute if the insured's insurer refuses the insured's claim but not for a dispute over the amount) b) the: <ol style="list-style-type: none"> i. sale ii. purchase iii. terms of a lease iv. licence v. tenancy of land or buildings other than a dispute with a professional adviser in connection with these matters c) a loan, mortgage, pension, guarantee or any other financial product and choses in action d) a motor vehicle owned by, or hired by, or leased to, the insured other than agreements relating to the sale of motor vehicles where the insured is engaged in the business of selling motor vehicles. 4. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with the insured. <p>Continued...</p>

Section 20 Legal Expenses

	WHAT IS COVERED	WHAT IS NOT COVERED
		<p>Continued...</p> <ol style="list-style-type: none"> 5. A dispute which arises out of the: <ol style="list-style-type: none"> a) sale or provision of computer hardware, software, systems or services b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the insured's own specification. 6. A dispute arising from a breach or alleged breach of professional duty by an insured person. 7. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.
5	<p>DEBT RECOVERY</p> <p>Costs and expenses in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services including enforcement of judgments</p> <p>provided that:</p> <ol style="list-style-type: none"> A. the debt exceeds £250 (including VAT) B. the claim is made within 90 days of the money becoming due and payable C. DAS has the right to select the method of enforcement or to forego enforcing judgement if they are not satisfied that there are, or will be, sufficient assets available to satisfy judgement. 	<ol style="list-style-type: none"> 1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section unless equivalent legal expenses insurance was in force immediately before. 2. Any claim relating to the following: <ol style="list-style-type: none"> a) the settlement payable under an insurance policy b) the: <ol style="list-style-type: none"> i. sale ii. purchase iii. terms of a lease iv. licence v. tenancy of land or buildings c) a loan, mortgage, pension, guarantee or any other financial product and choses in action d) a motor vehicle owned by or hired by or leased to the insured other than agreements relating to the sale of motor vehicles where the insured is engaged in the business of selling motor vehicles. 3. A dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services. 4. The recovery of money and interest due from another party where the other party intimates that a defence exists. 5. Any dispute which arises from debts the insured has purchased from a third party.
6	<p>PROPERTY PROTECTION</p> <p>Costs and expenses in a civil dispute relating to material property which is owned by, or the responsibility of, the insured provided that the insured has established the legal ownership or right to the land that is the subject of the dispute following:</p> <ol style="list-style-type: none"> a) any event which causes physical damage to such material property, or b) a legal nuisance, or c) a trespass. 	<p>Any claim relating to:</p> <ol style="list-style-type: none"> a) a contract entered into by the insured b) goods in transit or goods lent or hired out c) goods at premises other than those occupied by the insured unless the goods are at such premises for the purpose of installations or use in work to be carried out by the insured d) mining subsidence e) defending the insured's legal rights other than in defending a counter-claim f) a motor vehicle owned by, or used by, or hired by, or leased to, an insured person other than damage to motor vehicles where the insured is engaged in the business of selling motor vehicles g) the enforcement of a covenant by, or against, the insured.
7	<p>PERSONAL INJURY</p> <p>Costs and expenses, payable at the insured's request, for an insured person's and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to, them.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> a) any illness or bodily injury, that develops gradually b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury c) defending an insured person's and their family members' legal rights other than in defending a counter-claim d) clinical negligence.

Section 20 Legal Expenses

WHAT IS COVERED	WHAT IS NOT COVERED
<p>8 TAX PROTECTION</p> <p>Costs and expenses for an appointed representative to act on behalf of the insured and, at the request of the insured, the directors, trustees and partners of the insured in the event that one of the following enquiries is undertaken in direct connection with your activities:</p> <ul style="list-style-type: none"> a) a tax enquiry, being a written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either: <ul style="list-style-type: none"> i. includes a request to examine any aspect of the insured's books and records; or ii. advises of a check of the insured's whole tax return b) a Charity Commission enquiry, being an investigation by the Charity Commission into the insured's business accounts c) an employer compliance dispute, being a dispute with HM Revenue & Customs concerning the insured's compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations d) a VAT dispute, being a dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to the insured's VAT affairs <p>provided that the insured has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.</p>	<p>Any claim:</p> <ul style="list-style-type: none"> a) arising from a tax avoidance scheme b) caused by the failure to register for Value Added Tax or Pay As You Earn c) arising from any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigation Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit under Public Notice 160 or by the Revenue and Customs Prosecution Office d) arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences e) relating to import or excise duties and import VAT.

Claims settlement for Legal Expenses

LIMITS

The most **we** will pay for all claims under this section resulting from one or more events arising at the same time or from the same originating cause is the indemnity limit shown in the schedule.

Special conditions for Legal Expenses

1 YOUR REPRESENTATION

- a) On receiving a claim, if representation is necessary, **DAS** will appoint a **preferred law firm or tax consultancy** as the **insured's appointed representative** to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm or tax consultancy** cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm or tax expert to act as the **appointed representative**. **DAS** will choose the **appointed representative** to represent the **insured** in any proceedings where **we** are liable to pay a compensation award.
- c) If the **insured** chooses a law firm as their **appointed representative** who is not a **preferred law firm or tax consultancy**, **DAS** will give the **insured's** choice of law firm the opportunity to act on the same terms as a **preferred law firm or tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour - this amount may vary from time to time.
- d) The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.

2 YOUR RESPONSIBILITIES

An **insured person** must:

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

Special conditions for Legal Expenses

3 OFFERS TO SETTLE A CLAIM

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

4 ASSESSING AND RECOVERING COSTS

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

5 CANCELLING AN APPOINTED REPRESENTATIVE'S APPOINTMENT

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

6 WITHDRAWING COVER

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

7 EXPERT OPINION

DAS may require the **insured** to get, at the **insured's** own expense, an opinion from an expert that **DAS** consider appropriate on the merits of the claim or proceedings, or on a legal principle.

The expert must be approved in advance by **DAS** and the cost agreed in writing between the **insured** and **DAS**.

Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.

8 ARBITRATION

If there is a disagreement between the **insured** and **DAS** about the handling of a claim and it is not resolved through **DAS's** internal complaints procedure and the **insured** is a small business they can contact the Financial Ombudsman Service for help.

Details available from - www.financial-ombudsman.org.uk

Alternatively there is a separate arbitration process (this applies to all size of business). The arbitrator will be a barrister chosen jointly by the **insured** and **us**.

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

9 KEEPING TO THE TERMS OF THIS SECTION

An **insured person** must:

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

10 LAW THAT APPLIES

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

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

General Exclusions

(Applicable to the whole policy unless **we** say otherwise)

This policy does not cover:

1 RADIOACTIVE CONTAMINATION

damage, consequential loss, liability, cost or expense directly or indirectly 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) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other 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
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
Part d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by **you** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.
- e) any chemical, biological, bio-chemical or electromagnetic weapon.

However, this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.

This exclusion does not apply to any policy section, or part of a section, for:

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

2 WAR RISKS

damage, consequential loss, liability, cost or expense directly or indirectly occasioned by happening through or in 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.

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability.

3 SONIC BANGS

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

4 CONFISCATION

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

5 TERRORISM

any **damage**, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This insurance also excludes **damage**, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

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

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability, Public and Products Liability, Property Owners' Liability, Professional Indemnity, Trustees' and Directors' Indemnity, Personal Accident or Legal Expenses.

6 POLLUTION OR CONTAMINATION

- a) in respect of any section, or part of section, insuring property of any description, including electronic data, Business Interruption or Book Debts

damage, consequential loss, cost or expense caused by pollution or contamination except (unless otherwise excluded) **damage** caused by:

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

- b) in respect of any section, or part of section, insuring liability to third parties

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

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

Pollution or contamination shall be deemed to mean:

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

General Exclusions

This policy does not cover:

7 INDIRECT LOSS

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

This exclusion does not apply to the sections for Employers' Liability, Public and Products Liability, Professional Indemnity, Property Owners Liability, Personal Accident, Trustees' and Directors' Indemnity or Legal Expenses.

8 MORE SPECIFIC INSURANCE

property more specifically insured under another policy.

9 DATE RELATED COMPUTER FAILURE

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

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

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

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

if covered by this policy.

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability, Public and Products Liability or Personal Accident.

10 ELECTRONIC RISKS

- a) in respect of any section, or part of section, insuring property of any description, including electronic data, Business Interruption or Book Debts

- i. **damage** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is directly or indirectly
- ii. consequential loss

caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

- b) in respect of any section, or part of section, insuring liability to third parties including Public and Products Liability and Trustees' and Directors' Indemnity

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

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability.

11 ASBESTOS

This exclusion only applies to any section, or part of section, insuring liability to third parties including Public and Products Liability and Trustees' and Directors' Indemnity.

liability arising directly or indirectly from:

- a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**.

However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your activities** or any contract work undertaken and:

- i. **you** have complied with any legal obligations to manage **asbestos** and
- ii. any discovery of **asbestos** by **you** is unintentional and accidental and
- iii. where, upon discovery of **asbestos**, all work immediately stops and
- iv. a HSE licensed **asbestos** removal contractor is employed:
 - to make safe the area in which the discovery is made as soon as is practicable and
 - who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by your policies and which do not exclude the work to be carried out

- b) fears of the consequences of exposure to, or inhalation of **asbestos**.

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability.

12 CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE

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

This exclusion does not apply to the policy section for Legal Expenses.

General Conditions

(Applicable to the whole policy unless **we** say otherwise)

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

1 CANCELLATION (YOUR RIGHTS)

Cooling-off period for private customers only.

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

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

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

Other than within the cooling-off period.

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

2 CANCELLATION (OUR RIGHTS)

Non-payment of premium.

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

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

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

Other than for non-payment of premium.

We have the right to cancel this policy by giving **you** 14 days notice in writing sent by special delivery to **your** last known address. Valid reasons for cancelling **your** policy may include **your** failure to:

- implement **our** requirement(s) within the timescale(s) specified in **our** risk management report following a survey
- comply with the Reasonable Care (Your Duties) general condition.

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

Separate cancellation arrangements apply under the general conditions for Misrepresentation or Non-Disclosure, Fraud and Alteration of Risk.

3 MISREPRESENTATION OR NON-DISCLOSURE

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

We will treat this policy as void (i.e. as if it had not existed) if there is any deliberate or reckless misrepresentation or non-disclosure of any material circumstance, and **we** will notify **you** in writing by special delivery to **your** last known address. **We** have the right to keep the premium.

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

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

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

General Conditions

4 FRAUD

If **you** or anyone acting for **you** or any other person claiming to obtain benefit under this policy:

- make(s) a false, fraudulent or exaggerated **claim**
- support(s) a **claim** by any false or fraudulent document, device or statement
- cause(s) an event by a wilful or wrongful act which results in a **claim**

then **we**:

- will not pay the **claim** and **we** have the right to recover from **you** any part payments made prior to discovery of the fraudulent act
- have the right to:
 - a) refuse any **claim** arising after a fraudulent act
 - b) cancel this policy from the date of a fraudulent act even if this policy expired before the discovery of the fraudulent act
(If **we** cancel this policy, **we** will notify **you** in writing by special delivery to **your** last known address)
 - c) keep the premium.

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

5 ALTERATION OF RISK

If after the start date of this policy:

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

you must give notice to **us** as soon as is reasonably possible.

Upon any alteration described above **we** have the right to:

- a) cancel this policy from the date of the alteration or in accordance with the Cancellation (Our Rights) general condition, or
- b) charge additional premium, and if necessary amend the terms of cover, from the date of the alteration.

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

6 SANCTIONS

We shall not provide any cover under this policy or be liable to pay any **claim** or provide any benefit to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such sanction, prohibition or restriction takes effect during the **period of insurance you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances, **we** shall return a proportionate premium for the unexpired period of cover provided no **claims** have been paid or are outstanding.

7 REASONABLE CARE (YOUR DUTIES)

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

- maintain the property covered under this policy in a safe, sound and good condition at all times
- take appropriate precautions to prevent accidents, **damage** or **bodily injury** as soon as **you** become aware of any possible risk to people or property
- comply with all statutory and other obligations and regulations imposed by any authority.

If **you** fail to comply with this condition because **you** have not taken reasonable care, or reasonable action, **we** retain the right:

- a) to cancel this policy in accordance with the Cancellation (Our Rights) general condition, whether or not a **claim** is made
- b) not to pay any **claim** if such failure caused, or increased the amount of, the loss or liability for which the **claim** is made. Any payment on account of a **claim** already made by **us** shall be repaid to **us**.

8 RIGHTS OF THIRD PARTIES

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

9 ASSIGNMENT

You shall not assign any of the rights or benefits under this policy, or any section of this policy, without **our** prior written consent.

We will not be bound to accept, or be affected by, any notice of trust, charge, lien of purported assignment or other dealing with, or relating to, this policy or any section of this policy.

General Conditions

10 CLAIMS PROCEDURE (YOUR DUTIES)

Contact details can be found under Making A Claim.

It is a condition precedent to **our** liability under this policy that **you** comply with the following (at **your** expense):

- a) When **you** become aware of a possible **claim**, **you** shall notify **us** as soon as is reasonably possible and give **us** all details that are available to **you**, provided that:
 - in respect of any **claim** for property (including money) insured by this policy, the details are sent to **us** in writing within:
 - i. 7 days if **damage** has been caused by riot, civil commotion, strikers, labour disturbances and malicious persons, or
 - ii. 30 days, or within such further time as **we** may in writing allow, if **damage** has been caused by any other event
 - **you** tell the police at the same time, and obtain a crime reference number, if:
 - i. **damage** results from theft, attempted theft, riot, civil commotion, strikers, labour disturbances or malicious persons
 - ii. any loss by fraud or dishonesty arises which is insured by this policy, for example under the Misappropriation of Money extension to the Money section.
- b) If the **claim** relates to, or includes, any allegations or proceedings made against **you**, or any person who is entitled to indemnity under this policy, **you** and they shall:
 - not admit, deny, negotiate or agree a settlement without **our** written consent
 - send to **us**, unanswered, every writ, summons or other communication immediately it is received without making any acknowledgement
 - send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**.
- c) In respect of any **claim** for business interruption (including loss of licence) **you** shall also submit to **us** within 30 days after the expiry of the **indemnity period**, or within such further time as **we** may in writing allow, a statement setting out particulars of the **claim** together with details of all other insurances covering any part of the **damage** or resulting business interruption.
- d) **You** shall:
 - give all assistance, information and documentation **we** may reasonably require within any reasonable timescales **we** may set
 - take all practical steps to recover any property lost or to minimise the **damage**
 - not abandon any property to **us**.
- e) If requested by **us** **you** shall:
 - complete **our** appropriate claim form
 - provide a statutory declaration of the truth of the **claim**.

We will not deal with, continue to deal with or pay, any **claim** if **you** fail to comply with any part of this condition where such failure adversely affected **our** liability for, or the amount of, any **claim**. Any payment on account of a **claim** already made by **us** shall be repaid to **us**.

Additional special conditions apply for the Loss of Licence, PR Crisis Communication and Legal Expenses sections.

11 CLAIMS PROCEDURE (OUR RIGHTS)

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

- enter any building where **damage** has occurred and take, and keep, possession of any property insured by this policy (**we** will not accept property abandoned to **us**)
- the salvage of any property covered by this policy
- arrange a post mortem at **our** expense in the event of a death benefit **claim** under the Personal Accident or Personal Accident Assault cover
- settle any liability **claim** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability
- at any time, and at **our** expense, to:
 - i. start, take over, defend and conduct any legal action in **your** name
 - ii. prosecute in **your** name for **our** benefit any **claim** for indemnity or damages and **we** will have full discretion in the conduct and settlement of any such action.

Additional special conditions apply for the Loss of Licence, PR Crisis Communication and Legal Expenses sections.

12 CLAIMS SETTLEMENT

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

13 OTHER INSURANCE

Any section for legal liabilities, Money (but not Personal Accident Assault) or Computer Breakdown.

- If at the time any **claim** arises under this policy **you** are, or would be, but for the existence of this policy, entitled to cover under any other insurance, **we** will only pay for any additional amount beyond the amount which would have been payable under such other insurance had this policy not been effected.

All other sections except those detailed above.

- If at the time any **claim** arises under this policy there is any other insurance in force, whether effected by **you** or not, covering the same **damage**, **we** will only pay **our** proportionate share.
- If such other insurance is subject to any condition of underinsurance, this policy, if not already subject to any condition of underinsurance, will be subject to the same condition of underinsurance.

General Conditions

14 ARBITRATION

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

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

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

15 NO CLAIMS DISCOUNT

If the premium by this policy is subject to a no claims discount and no **claim** is made or pending during the twelve months immediately preceding the renewal of this policy, then a no claims discount will be allowed from the renewal premium.

16 INDEX-LINKING

If any property damage section of this policy is subject to index-linking then:

- the sum(s) insured by that section as shown in the schedule will be adjusted automatically to reflect general changes in rebuilding costs and inflation trends
- the renewal premium will be calculated on revised sums insured that include previous index-linking increases
- in the event of a **claim** the adjustments will continue during the period of repair or **reinstatement** provided such repair or **reinstatement** is carried out without delay.

magnetTM

Magnet Insurance Services Ltd
Newark Beacon
Cafferata Way, Newark
Nottinghamshire, NG24 2TN
Phone: 01636 858249
Fax: 01636 858082

Email: info@magnetinsurance.co.uk
www.magnetinsurance.co.uk

Ansvar Insurance
Ansvar House, St. Leonards Road
Eastbourne, East Sussex, BN21 3UR
Phone: 0345 60 20 999 or 01323 737541
Email: ansvar.insurance@ansvar.co.uk
www.ansvar.co.uk

Business division of:
Ecclesiastical Insurance Office plc
Registered Office: Beaufort House,
Brunswick Road, Gloucester GL1 1JZ
Registered number: 24869 England

Member of:
Association of British Insurers

Ansvar is a trading name of Ecclesiastical Insurance Office who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check this on the Financial Services Register at:

www.fca.org.uk/register/

Phone: 0800 111 6768

All content © Ecclesiastical Insurance Office plc 2017
UW151(PY) 01/17 (7039)



ansvar
Insuring the heart of your community