


Select for Local Councils

Policy document



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Data protection statement

Not applicable to parts J and P

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Not applicable to parts J, K and P

Fraud prevention and detection

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

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

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

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

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

This helps to check information provided and prevent fraudulent claims.

Employers' Liability Tracing Office (ELTO)

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

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

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

Motor Insurance Database

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

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

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

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

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

Our complaints procedure

Not applicable to parts J and P

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

The following steps are not applicable to part K

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

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

Telephone: 08000 234567 (free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Helpline Services

Risk Management Advice Line

Call 0800 302 9052

To help **you** proactively identify and manage issues before they occur, **our** risk management advice line operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Please note that this helpline includes services provided by Zurich Management Services Limited and may include services provided by third parties.

The following services are provided by DAS Legal Expenses Insurance Company Limited.

DAS Helplines, Employment Manual and DAS Businesslaw

The **insured** can contact **our** UK-based call centre 24 hours a day, seven days a week during the period of insurance. However, **we** may need to arrange to call the **insured** back depending on the enquiry. To help us check and improve **our** service standards, **we** may record all calls. When phoning, please quote the policy number and the name of the insurance provider who sold the **insured** the policy.

Meaning of words

The following words have these meanings wherever they appear in this section in **bold**:

Business

The organisation declared to **us** and covered by the main policy to which this section attaches.

Insured

The organisation that has taken out the main policy to which this section attaches.

We, Us, Our, DAS

DAS Legal Expenses Insurance Company Limited.

Commercial Legal Advice – 0117 934 2116

Advice can be provided on any commercial legal problem affecting the **business**, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

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

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist matters, **we** will refer the **insured** to one of **our** specialist advisors.

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

Tax Advice – 0117 934 2116

Advice can be provided on any tax matters affecting the **business**, under UK law.

This service is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call the insured back.

Counselling service – 0117 934 2121

We will provide all employees (including any members of their immediate family who permanently live with them) of the **insured's** organisation with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us** or Zurich Insurance Company Ltd.

The counselling service helpline is open 24 hours a day, seven days a week.

Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit www.dasinsurance.co.uk/employment-manual

If the **insured** would like notifications of when updates are made to the Employment Manual, please email DAS at employmentmanual@das.co.uk quoting the **insured's** policy number.

DAS Businesslaw

DAS Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help the **insured** with the day-to-day running of their **business**, as well as helping to manage its exposure to legal risk.

DAS Businesslaw's document builders can help the **insured** quickly create documents such as:

- HR policies
- T&C documentation
- Privacy statements
- Copyright and trademark licences
- Data protection policy
- Employee contracts
- Debt recovery letters.

In addition, DAS Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow the **insured's business**.

How do I get started?

1. Visit www.dasbusinesslaw.co.uk;
2. Enter **DASBZUR100** into the 'voucher code' text box and press Validate Voucher;
3. Fill out the **insured's** name and email address, create a password, and specify the type of **business**;
4. Validate the email address by pressing the link in the confirmation email that is received.

In using these services the **insured** acknowledges that all rights and obligations relating to the provision of these services rest with DAS and that they will have no recourse to Zurich Insurance Company Ltd in this regard.

Data protection

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. Please refer to www.das.co.uk/legal/privacy-statement for DAS' privacy notice and details of the **insured's** rights.

Zurich Insurance Company Ltd, Zurich Management Services Limited and DAS will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance Company Ltd, Zurich Management Services Limited and DAS cannot control.

Your Select for Local Councils policy

Applicable to the whole policy except Part K

This Policy is a contract between the **insured** (also referred to as **you, your, yours** or **yourselves**) and the **insurer** (also referred to as **we, us, our** or **ours**).

This Policy and any Schedule, Endorsement and Certificate should be read as if they are one document.

We will insure **you** under those Parts stated in the Schedule during any Period of Insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this Policy, the Schedule or any Endorsement to this Policy.

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

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

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

Please read this Policy and any Schedule, Endorsement and Certificate carefully and contact **us** if they do not meet **your** needs.

Applicable to Part K

This **contract** is an agreement between the **contract holder** (also referred to as **you** or **your**) and the **contractor** (also referred to as **we, us** or **our**).

In this **contract**:

- a) any reference to the singular will include the plural and vice versa
- b) any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof
- c) any reference to a "clause" means a clause of this agreement
- d) the words "include", "includes", "including", "included" and "in particular" will not be construed as terms of limitation; and
- e) any heading in this contract is for ease of reference only and does not affect its interpretation.

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

Law applicable to this contract

Not applicable to parts I, J and P

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

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

General Definitions (not applicable to Part K)

Wherever the words defined below appear in this Policy in bold they will have the same special meaning.

However, certain words have special meanings that only apply to a particular Part of this Policy. These are stated at the beginning of the relevant Part as special definitions and will apply in that Part wherever the defined words commence with a capital letter.

AVERAGE

if at the commencement of **damage** a sum insured under any item which is declared to be subject to **average** is less than the value of the **property** covered by that item, the **insured** will be considered as being its own insurer for the difference and will bear a rateable proportion of the loss accordingly.

For the avoidance of doubt solely in respect of the application of **average** to any item under this Policy clause c) iii) of General Condition 4 will not apply.

BUILDINGS

the buildings at the **premises** including:

- a) landlords's fixtures and fittings
- b) outbuildings, yards, forecourts, car parks
- c) roads and pavements, but only to the extent of the **insured's** responsibility
- d) walls, gates, fences, canopies and fixed signs
- e) foundations
- f) oil tanks, piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of the **insured's** responsibility.

BUSINESS

the business specified in the Schedule including:

- a) the provision and management of catering, social, sports, first aid and welfare activities for **employees**
- b) the **insured's** fire, security and ambulance services.
- c) maintenance of the **buildings**, plant and equipment
- d) activities of **employees** and **members** approved by the **insured** in connection with outside organisations but only where the **insured** is legally entitled to:
 - i) approve such activities; and
 - ii) indemnify such **employees** and **members** in respect of such activities.

COMMUNICABLE DISEASE

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

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

COMPUTER EQUIPMENT

computer equipment owned, leased, hired or rented by the **insured** including:

- a) personal computers, monitors, printers, file servers, minicomputers, disk drives, modems and associated and peripheral equipment
- b) mainframe systems including all inter-connected wiring, fixed disks, and associated and peripheral equipment (including associated telecommunication equipment)
- c) terminal equipment linked into mainframe systems
- d) operating systems and proprietary software packages.

CONSEQUENTIAL LOSS

loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of **damage to property** used by the **insured** at the **premises** for the purpose of the **business**.

CONTENTS

the contents situated at the **buildings** including:

- a) tenants' improvements, alterations and decorations
- b) patterns, models, moulds, plans or designs but only for an amount not exceeding £1,000 for any one item or set of items
- c)
 - i) documents, manuscripts and other business books but only for their value as stationary plus the clerical cost of reproducing them
 - ii) computer systems records but only for the cost of the materials and of clerical labour and computer time expended in reproducing them and not exceeding £10,000 in total

excluding any expense in connection with the production of information to be recorded therein

- d) personal effects and tools of any **member, employee**, customer or visitor but only for an amount not exceeding £750 in respect of any one person provided that they are not otherwise insured

contents excludes:

- i) landlord's fixtures and fittings
- ii) any contents more specifically insured
- iii) **money**, credit cards or securities of any description.

DAMAGE

material loss, destruction or damage.

DATA PROCESSING SYSTEM

any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

DEFINED PERIL

fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape or water from any tank apparatus or pipe or impact by any road vehicle or animal.

DENIAL OF SERVICE ATTACK

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

EMPLOYEE

any person who is:

- a) under a contract of service or apprenticeship with the **insured**
- b) supplied to or hired or borrowed by the **insured** under the terms of a written agreement
- c) engaged under any work experience or similar scheme

whilst employed or engaged by the **insured** in connection with the **business**.

EXCESS

the amount for which the **insured** is responsible and which will be deducted from any payment under this Policy as ascertained after the application of all other terms and conditions of this Policy.

HACKING

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

INSURED

as specified in the Schedule to this Policy.

INSURER

in respect of:

- a) part K Zurich Management Services Limited
- b) parts J and P DAS Legal Expenses Insurance Company Limited
- c) all other parts Zurich Insurance Company Ltd.

MEMBER

any elected or co-opted member of the **insured** or the **insured's** committees or sub-committees.

MONEY

coinage, bank and currency notes, bills of exchange, luncheon vouchers, cheques, giro cheques, giro cash cheques, bankers' drafts, national giro drafts, money orders, postal orders, current postage stamps, unused franking machine units, national insurance stamps, national savings stamps, national savings certificates, holiday with pay stamps (provided the **insured** is not otherwise indemnified), credit company sales vouchers, Value Added Tax purchase invoices and trading stamps, belonging to the **insured** or for which the **insured** has accepted responsibility and held in connection with the **business**.

NUCLEAR INSTALLATION

any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

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

NUCLEAR REACTOR

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

PREMISES

the premises specified in the Schedule owned and/or occupied by the **insured** for the purposes of the **business**.

PROPERTY

material property.

TERRITORIAL LIMITS

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

TERRORISM

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

UNOCCUPIED

vacant empty untenanted or not in use.

VIRUS OR SIMILAR MECHANISM

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

VOLUNTEER

any person volunteering to assist or co-opted to assist the **insured** in the **business**.

General Exclusions (not applicable to Part K)

The **insurer** will not be liable for:

1. Radiation

death, injury or disablement, loss, destruction or damage whatsoever or any loss or expense whatsoever relating or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

This Exclusion will not apply to injury to an **employee** insured under Part G except where the insured has undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury

2. War Risks or Government or Public Authority Order (not applicable to Part G)

any consequence (except so far as necessary to meet the requirements of the Road Traffic Acts) of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation or requisition, seizure or destruction by the government or any public authority

3. Civil Commotion and Terrorism (not applicable to Parts J and K)

- a) in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) and not the Channel Islands nor the Isle of Man, loss, destruction, damage, cost or expense by fire or explosion occasioned by or happening through or in consequence directly or indirectly of **terrorism** except to the extent stated in the Special Provision incorporated in this Policy
- b) in Northern Ireland loss, destruction, damage, cost or expense occasioned by or happening through or in consequence directly or indirectly of:
 - i) civil commotion
 - ii) **terrorism**

In any action, suit or other proceedings where the **insurer** alleges that by reason of this Exclusion any loss, destruction, damage, cost or expense is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving that such loss, destruction, damage, cost or expense is covered (or is covered beyond that limit of liability) will be upon the **insured**

4. Sonic Bangs

not applicable to part I

loss, destruction, damage, cost or expense by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

5. Communicable Diseases

not applicable to parts E, F, G, H, I, J, N, O, P, Q and R

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a **communicable disease**; or
- b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided under the extension applicable to Part B – Business Interruption titled Named Diseases, Murder, Suicide or Rape

6. Electronic Risks

not applicable to parts E, F, G, H, I, J, N, O, P and R

- a) loss, destruction or damage caused by **virus** or **similar mechanism** or **hacking** or **denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not
- b) loss, cost or expense directly or indirectly caused by or arising from **virus** or **similar mechanism** or **hacking** or **denial of service attack**.

General Conditions (not applicable to Part K)

1. Policy Interpretation

Each Part of this Policy is declared to be a separate contract but will be subject to the General Conditions, General Definitions and General Exclusions.

2. Compulsory Insurance

The **insured** must repay the **insurer** any amounts which the **insurer** is required by compulsory insurance legislation to pay out under this Policy to the extent that the **insurer** would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this Policy.

3. Reasonable Precautions

The **insured** will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise accident, injury, loss or damage. In addition, the **insured** will comply with makers recommendations made in respect of plant and machinery wherever reasonably practicable.

4. Fair Presentation of the Risk

- a) At inception and renewal of this Policy and also whenever changes are made to it at the **insured's** request the **insured** must:
- i) disclose to the **insurer** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If the **insured** does not comply with clause a) of this condition and the non-disclosure or misrepresentation by the **insured** is proven by the **insurer** to be deliberate or reckless the **insurer** may from the relevant date specified in clause d):
- i) treat this Policy as if it had not existed; and
 - ii) not return the premium paid by the **insured**.
- c) If the **insured** does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this Policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what the **insurer** would have done if the **insured** had known about the facts which the **insured** failed to disclose or misrepresented:
- i) if the **insurer** would not have provided the **insured** with the cover the **insured** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or
 - ii) if the **insurer** would have applied different terms to the cover the **insurer** will have the option to treat this Policy as if those different terms apply; and/or
 - iii) if the **insurer** would have charged the **insured** a higher premium for providing the cover the **insurer** will charge the **insured** the additional premium which the **insured** must pay in full.
- d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. The **insurer** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.
- e) Where this Policy provides cover for any person other than the **insured** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the **insurer** will not invoke the remedies which might otherwise have been available to the **insurer** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the **insured**.

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

5. Change in Circumstances

The **insured** must notify the **insurer** as soon as possible during the Period of Insurance if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the **insurer** will be entitled to vary the premium and terms for the rest of the Period of Insurance. If the changes make the risk unacceptable to the **insurer** then the **insurer** may no longer be able to provide the **insured** with cover.

If the **insured** does not notify the **insurer** of any such change this Policy may be affected in one or more of the following ways depending on what the **insurer** would have done had the **insurer** known about the change in circumstances:

- a) if the **insurer** would not have continued to provide the **insured** with any cover the **insurer** may treat this Policy as if it did not exist from the date of the change in circumstances; or
- b) if the **insurer** would have applied different terms to the cover the **insurer** may treat this Policy as if those different terms applied from the date of the change in circumstances; and/or
- c) if the **insurer** would have charged the **insured** a higher premium for providing the cover the **insurer** will charge the **insured** the additional premium which the **insured** must pay in full.

This Policy will come to an end immediately if the **insured's** organisation ceases to exist or if the **insured** dies where the **insured** is an individual except that the **insured's** executors or personal administrators will be entitled to benefit from any cover until the **insured's** estate has been administered.

6. Claims Procedures

a) Action by the insured

On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the **insured** will:

- i) as soon as possible give notice to the **insurer**
- ii) as soon as possible notify the Police in respect of any loss or **damage** caused by theft or malicious persons
- iii) immediately forward to the **insurer** any writ or summons issued against the **insured**
- iv) at the **insured's** own expense and within:
 - 1) 7 days of **damage** caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
 - 2) 30 days of expiry of the Indemnity Period in respect of Part B
 - 3) 30 days in all other cases

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

No settlement, admission or repudiation of liability, payment or promise of payment will be made without the written consent of the **insurer**.

b) Rights of the insurer

The **insurer** may take over in the name of and on behalf of the **insured** the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim for indemnity or damages and the **insured** will provide all information and assistance which the **insurer** may require. On the happening of **damage** to any **property** in respect of which a claim is made, the **insurer** and any person authorised by the **insurer** may, without incurring any liability or diminishing any of the **insurer's** rights under this Policy, enter, take or keep possession of the **premises** where such **damage** has occurred and take possession of or require to be delivered to the **insurer** any insured **property** and deal with such **property** in any reasonable manner. This Policy will be evidence of the **insurer's** licence so to act. No **property** may be abandoned to the **insurer** whether taken possession of by the **insurer** or not.

c) Subrogation

The **insurer** may take legal proceedings in the name of the **insured** (but at its own expense) for the purpose of exercising for its own benefit any right of recovery of the **insured** against any other party and this Condition will be evidence of the **insurer's** right so to do, whether before or after the **insured** has received an indemnity.

7. Other Insurances

Not applicable to parts J and P

If at the time of any occurrence giving rise to the claim there is any other insurance or risk transfer mechanism or other similar arrangements effected by or on behalf of the **insured** providing an indemnity the **insurer's** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy in whole or in part or from contributing proportionately the liability of the **insurer** under this Policy will be limited to any excess beyond the amount which would be payable under such other insurance had this Policy not been effected.

8. Fraudulent Claims

If the **insured** or anyone acting on the **insured's** behalf:

- a) makes a fraudulent or exaggerated claim under this Policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this Policy for loss or damage which the **insured** or anyone acting on the **insured's** behalf or in connivance with the **insured** deliberately caused; or
- e) realises after submitting what the **insured** reasonably believed was a genuine claim under this Policy and then fails to tell the **insurer** that the **insured** has not suffered any loss or damage; or
- f) suppresses information which the **insured** knows would otherwise enable the **insurer** to refuse to pay a claim under this Policy

the **insurer** will be entitled to refuse to pay the whole of the claim and recover any sums that the **insurer** has already paid in respect of the claim.

The **insurer** may also notify the **insured** that the **insurer** will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the **insurer** terminates this policy under this condition the **insured** will have no cover under this Policy from the date of termination and not be entitled to any refund of premium.

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

9. Reinstatement

The **insurer** at its option may indemnify the **insured** by payment, reinstatement, replacement or repair in respect of **damage** to any **property** or part thereof. If the **insurer** elects to reinstate or replace any **property** it will not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and will not in any case be bound to expend in respect of any one of the items insured under any Part more than the sum insured specified in the Schedule.

10. Long Term Agreement

(Applicable separately to each Part of this Policy unless otherwise stated in the Schedule).

In consideration of a discount being incorporated in the premiums on Parts of this Policy the **insured** undertakes to offer annually the insurance under each such Part on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums in advance, it being understood that:

- a) the **insurer** will be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- b) the sum insured may be reduced at any time to correspond with any reduction in value or in the **business**
- c) Parts I, K and L only. Rates will be amended at each renewal date in line with the change in an index selected by the **insurer** during the period of 12 months which expires 3 months prior to the month of renewal.

The above mentioned undertaking applies to any policy (or Part) which may be issued by the **insurer** in substitution for this Policy (or Part) and the same discount will be incorporated in the premium on any substituted policy (or Part) issued by the **insurer**.

Payment of the first or renewal premium will be deemed acceptance by the **insured** of this Condition.

11. Premium Adjustment

If the premium for any Part of this Policy has been calculated on estimates furnished by the **insured**, the **insured** will within one month of the expiry of each Period of Insurance furnish to the **insurer** such particulars and information as the **insurer** may require. The premium for such period will then be adjusted and the difference paid by or allowed to the **insured** as the case may be, subject to the retention by the **insurer** of any amount described as a minimum premium.

12. Observance

The due observance and fulfilment of the terms and conditions of this Policy by the **insured** in so far as they relate to anything to be done or complied with by the **insured** will be a condition precedent to any liability of the **insurer** to make any payment under this Policy.

13. Arbitration

Not applicable to parts J and P

If the **insurer** admits liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the **insured** and the **insurer** in accordance with the law at the time. The **insured** may not take any legal action against the **insurer** over the dispute before the arbitrator has reached a decision.

14. Cancellation

The **insurer** may cancel this Policy or any Part thereof by giving 30 days notice in writing by recorded delivery to the **insured** at the **insured's** last known address. The **insured** will be entitled to a pro rata return of premium calculated from the date of cancellation.

15. Sanctions

Notwithstanding any other terms of this Policy the **insurer** will be deemed not to provide cover nor will the **insurer** make any payment or provide any service or benefit to the **insured** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the **insured** would violate any applicable trade or economic sanctions law or regulation.

Part A – Material Damage

Section 1 – Special Definitions

Damage

damage by any of the Insured Perils specified in the Schedule.

One Event

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

Reinstatement

a) the rebuilding or replacement of **property** lost or destroyed which may be carried out:

- i) in any manner suitable to the requirements of the **insured**
- ii) upon another site

provided the liability of the **insurer** is not increased

b) the repair or restoration of **property** damaged

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

Section 2 – Cover

In the event of Damage to the **property** insured specified in the Schedule and occurring at the **premises** during the Period of Insurance the **insurer** will pay to the **insured** the value of the **property** at the time of the Damage or the amount of such Damage or at the **insurer's** option replace, reinstate or repair the **property** or any part of it provided that the liability of the **insurer** will not exceed:

- a)
 - i) in the whole the total Sum Insured
 - ii) in respect of any item its Sum Insured
 - iii) any other Limit of Liability specified in the Schedule

at the time of the Damage

b) the sum Insured (or Limit) remaining after deduction for any other Damage occurring during the same Period of Insurance, unless the **insurer** has agreed to reinstate any such Sum Insured (or Limit).

(Note: for Exclusions please see Exclusions to Parts A and B).

Rent

The insurance on rent applies only whilst any part of the Buildings is sufficiently damaged to render it unfit for occupation. The amount payable will not exceed the proportion of the Sum Insured on rent that the period necessary for reinstatement bears to the period of rent insured.

Section 3 – Additional Covers

Contracting Purchaser's Interest

If at the time of Damage to **property** the **insured** has contracted to sell its interest in any of the **buildings** and the sale has not been completed, the contracting purchaser who completes the purchase (providing the **property** is not otherwise insured by the purchaser or on the purchaser's behalf) will be entitled until completion to benefit under this Part without prejudice to the rights and liabilities of the **insured** or **insurer**.

Temporary Removal

The following are insured whilst temporarily removed to premises not in the **insured's** occupation but whilst remaining within the **territorial limits**:

- a) Deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records) up to an amount not exceeding £10,000 any one loss
- b) computer system records up to an amount not exceeding £2,000 any one loss
- c) **contents** up to 15% of the Sum Insured on **contents**.

This Additional Cover does not apply to:

- i) **property** insofar as it is otherwise insured
- ii) stock in trade or goods in process of manufacture
- iii) motor vehicles and motor chassis licensed for road use.

Section 4 – Special Conditions

Repairs and Alterations

Tradesmen may be employed to effect repairs or minor structural alterations in or to the **buildings** without prejudice to this insurance.

Mortgagees, Freeholders and Lessors Clause

Any increase in the risk of Damage resulting from any act or neglect of any Mortgagor, Leaseholder, Lessee or Occupier of any of the **buildings** insured by this Part will not prejudice the interest of any Mortgagee, Freeholder or Lessor provided such increase in risk is without their prior knowledge or authority and that the **insurer** is notified immediately they become aware of such increase in risk and they pay any additional premium required.

Part B – Business Interruption

Section 1 – Special Definitions

Annual Gross Revenue

the Gross Revenue during the 12 months immediately before the date of the Incident.

Damage

damage by any of the Insured Perils specified in the Schedule.

Gross Revenue

the money paid or payable to the **insured** for goods sold or for services rendered in the course of the **business** at the **premises**.

Incident

accidental damage to **property** used by the **insured** at the **premises** for the purposes of the **business**.

Indemnity Period

the period during which the results of the **business** are affected in consequence of the Incident, beginning with the Incident and lasting not longer than the Maximum Indemnity Period specified in the Schedule.

Standard Gross Revenue

the Gross Revenue during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period.

Notes:

1. Where the Maximum Indemnity Period exceeds 12 months the amount calculated using the definition Standard Gross Revenue will be proportionately increased.
2. Provision will be made for the trend of the **business** and for variations in or other circumstances, either before or after the date of the Incident, which affect the **business** or would have affected the **business** had the Incident not occurred, and the figures for Annual Gross Revenue and Standard Gross Revenue adjusted to represent as nearly as reasonably practicable the results which would have been obtained during the relative period after the Incident if the Incident had not happened.
3. To the extent that the **insured** is accountable for Value Added Tax, all terms in this Part will be exclusive of such Tax.
4. For the purpose of the above **special definitions** any adjustment implemented in current cost accounting will be disregarded.

Section 2 – Cover

In the event of an Incident during the Period of Insurance the **insurer** will pay to the **insured**:

- a) under Item 1 **in respect of Additional Expenditure** the amount of any additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the interruption of or interference with the **business** which but for the expenditure would have taken place during the Indemnity Period in consequence of the Incident
- b) under Item 2 **in respect of Loss of Gross Revenue and Increase in Cost of Working** the amount of any **consequential loss**.

Provided that:

- i) insurance is in force at the time of the Incident covering the interest of the **insured** in the **property** at the **premises** against such Damage; and
- ii) payment has been made or liability admitted for such Damage (or payment would have been made or liability admitted for such Damage but for a proviso excluding liability for losses below a certain amount).

The liability of the **insurer** will not exceed:

- 1) in the whole the total Sum Insured or in respect of any item its Sum Insured or any other Limit of Liability specified in the Schedule at the time of the Damage
- 2) the Sum Insured (or Limit) remaining after deduction for any other interruption or interference consequent upon Damage occurring during the same Period of Insurance, unless the **insurer** has agreed to reinstate any such Sum Insured (or Limit).

(Note: For Exclusions please see Exclusion to Parts A and B).

Section 3 – Additional Cover

Automatic Reinstatement of Sum Insured

In consideration of the insurance not being reduced by the amount of any loss the **insured** will pay the appropriate extra premium on the amount of the loss from the date of the Incident to the date of expiry of the Period of Insurance.

Section 4 – Special Conditions

Basis of Claims Settlement

The amount payable as indemnity will be:

a) **in respect of Additional Expenditure:**

- i) additional costs incurred in order effectively to continue administration and maintain services including the fitting out of temporary premises, costs of removal, hiring of vehicles plant and machinery and incidental expenses relating thereto
- ii) increased costs incurred for rent, rates taxes lighting heating cleaning and insurance due to the enforced occupation of temporary premises
- iii) legal clerical and other charges incurred in the replacement or restoration of deeds plans specifications documents books of account, card indices and other office records

less any sum saved during the Indemnity Period in the **insured's** normal expenditure which may have been effected in consequence of the Incident

- b) i) in respect of Loss of Gross Revenue: the amount by which the Gross Revenue during the Indemnity Period falls short of the Standard Gross Revenue in consequence of the Incident
- ii) in respect of Increase in Cost of Working: the additional expenditure incurred solely to avoid or diminish the reduction in Gross Revenue which but for the expenditure would have taken place during the Indemnity period in consequence of the incident, provided that such additional expenditure:
- 1) is necessarily and reasonably incurred
 - 2) does not exceed the amount of reduction in Gross Revenue thereby avoided

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

AVERAGE (Applicable to paragraph (b) above)

If the Sum Insured specified in the Schedule in respect of Gross Revenue is less than the Annual Gross Revenue (or a proportionately increased multiple where the Maximum Indemnity Period exceeds 12 months) the amount payable will be proportionately reduced.

For the avoidance of doubt solely in respect of the application of **average** to any item under this Policy clause c) iii) of General Condition 4 will not apply.

Professional Accountants

Any details contained in the **insured's** business books required by the **insurer** for the purpose investigating or verifying any claim may be produced by professional accountants if at the time they are regularly acting as such for the **insured** and their report will be prima facie evidence of the details to which such report relates. The **insurer** will pay to the **insured** the reasonable charges payable to its professional accountants for producing such evidence and reporting to the **insurer** and the **insured** that such details are in accordance with the **insured's** books of account provided that the total amount payable does not exceed the liability of the **insurer** as specified.

Alternative Trading

If during the Indemnity Period goods are sold or services rendered elsewhere than at the **premises** for the benefit of the **business** either by the **insured** or by others on behalf of the **insured** the money paid or payable in respect of such sales or services will be brought into account in arriving at the Gross Revenue during the Indemnity Period.

Section 5 – Special Extensions

1. Public Utilities and Denial of Access

Any loss as insured under this Part resulting from interruption of or interference with the **business** in consequence of Damage to the **property** at the undernoted sites within the **territorial limits** will be deemed to be an Incident

- a) any generating station or sub-station of any public electricity supply undertaking
- b) any land-based premises of any public gas supply undertaking or any natural gas producer linked directly to them
- c) any water works and pumping stations of any public water supply undertaking
- d) any land-based premises of any public telecommunications undertaking

from which the **insured** obtains electricity, gas, water or telecommunications services

- e) within a one mile radius of the **premises** which prevents or hinders the use of or access to the **premises** excluding loss, destruction or damage to **property** of any supply undertaking which prevents or hinders the supply of services by any electricity, gas, water or telecommunications undertaking to the **premises**.

Provided always that:

- i) the Maximum Indemnity Period will mean 3 months
- ii) the limit is £1,000,000 any One Event and in the aggregate in any one period of insurance.

2. Named Diseases, Murder, Suicide or Rape

The insurance in respect of each item under this Part includes loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of:

- a)
 - i) any occurrence of a Named Disease at the **premises** or attributable to food or drink supplied from the **premises**
 - ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Named Disease
- b) the discovery of vermin or pests at the **premises**
- c) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the competent local authority
- d) any occurrence of murder, suicide or rape at the **premises**.

Provided always that:

- i) Named Disease will mean illness sustained by any person resulting from:

- 1) food or drink poisoning

- 2) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	Malaria	Scarlet fever
Acute poliomyelitis	Measles	Smallpox
Bubonic plague	Meningitis	Tetanus
Cholera	Meningococcal infection	Tuberculosis
Diphtheria	Mumps	Typhoid fever
Dysentery	Ophthalmia neonatorum	Typhus fever
Legionellosis	Paratyphoid fever	Viral haemorrhagic
Legionnaires disease	Rabies	Viral hepatitis
Leprosy	Relapsing fever	Whooping cough
Leptospirosis	Rubella	Yellow fever

an outbreak of which the competent local authority has stipulated will be notified to them.

- ii) For the purposes of this clause:

- 1) Indemnity Period will mean the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied or in the case of d) above with the date of the occurrence and ending not later than the Maximum Indemnity Period thereafter.

- 2) Maximum Indemnity Period will mean 3 months.

- iii) In the event that this part includes an extension which deems loss at other locations to be loss at the **premises** such extension will not apply to this clause.

- iv) The **insurer** will not be liable under this clause for:
 - 1) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against the insured or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto
 - 2) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.
 - v) The **insured** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
 - vi) The **insured** will notify the **insurer** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto.
 - vii) The **insurer** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident and then only for an amount not exceeding £100,000 any One Event and in the aggregate in any one period of insurance.
3. The insurance by this Part extends to include loss or **damage** to data or information on **computer equipment** not accompanied by visible and identifiable **damage** to the data carrying media. Limit £5,000 any one loss.
- Excluding loss or **damage** occasioned to data or information by defects in the data, information or other records or caused by a defect of design, material or workmanship in the **computer equipment** or any computer software.

Insured Perils

Applicable to Parts A and B

1. **Fire** but excluding **damage** to **property** or **consequential loss** caused by:
 - a) explosion resulting from fire
 - b) earthquake or subterranean fire
 - c) i) its own spontaneous fermentation or heating; or
ii) its undergoing any heating process or any process involving the application of heat
 - d) **Lightning**
 - e) **Explosion:**
 - i) of gas used for domestic purposes only
 - ii) of boilers used for domestic purposes only,
 - iii) in respect of Part B – of any other boilers or economisers on the **premises** but excluding **damage** or **consequential loss** caused by earthquake or subterranean fire
2. **Explosion** excluding:
 - a) in respect of Part A – **damage:**
 - i) caused by or consisting of the bursting of a boiler, economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **insured**
 - ii) in respect of and originating in any vessel, machinery or apparatus, or its contents, belonging to or under the control of the **insured** which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus is the subject of a policy or other contract providing the required inspection service
 - b) in respect of Part B – **consequential loss** caused by the bursting of any vessel machine or apparatus (not being a boiler or economiser on the **premises**) in which internal pressure is due to steam only and belonging to or under the control of the **insured**
3. **Aircraft** or other aerial devices or articles dropped from them
4. **Riot civil commotion strikers locked-out workers** or persons taking part in labour disturbances or **malicious persons** excluding:
 - a) **damage** or **consequential loss;**
 - i) arising from confiscation, requisition or destruction by order of the government or any public authority
 - ii) arising from cessation of work
 - iii) caused (other than by fire or explosion) by malicious persons (not acting on behalf of or in connection with any political organisation) in respect of any building which has been **unoccupied** for a period of more than 30 consecutive days.
 - b) **damage** by theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation
 - c) **consequential loss** arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software
5. **Earthquake**
6. **Subterranean fire**
7. **Storm or flood** excluding **damage** or **consequential loss:**
 - a) attributable solely to change in the water table level
 - b) caused by frost, subsidence, ground heave or landslip
 - c) in respect of movable property in the open, fences and gates
8. **Escape of water or beer from any tank apparatus or pipe** excluding **damage** or **consequential loss:**
 - a) caused by water discharged or leaking from any automatic sprinkler installation
 - b) in respect of any building which has been **unoccupied** for a period of more than 30 consecutive days

9. **Impact** by any road vehicle or animal
10. **Breakage or collapse** of television or radio signal receiving apparatus
11. **Falling trees** or branches
12. **Leakage of oil** from any fixed oil-fired heating installation, including smoke and smudge damage arising from defective vaporisation
13. **Accidental damage** to fixed glass, associated framework and sanitaryware for which the **insured** is responsible at the **premises**.

In addition the **insurer** will pay the cost necessarily incurred, of boarding up until the broken glass is replaced

The **insurer** will not be liable for **damage**:

- a) caused by scratching
 - b) to bent, curved, moveable, laminated or special glass unless such glass has been specially noted by the **insurer**
 - c) when the **premises** are **unoccupied**
 - d) caused by repairs or alterations to the **premises**
 - e) caused by Insured Perils 1 to 12, 14 or 15 whether insured or not
14. **Subsidence** or **ground heave** of any part of the site on which the **property**; stands or **landslip** excluding:
 - a) **damage** to or **consequential loss** arising from **damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a building insured under Part A
 - b) **damage** or **consequential loss** caused by or consisting of:
 - i) the normal settlement or bedding down of new structures
 - ii) the settlement or movement of made up ground
 - iii) coastal or river erosion
 - iv) defective design or workmanship or the use of defective materials
 - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
 - c) **damage** or **consequential loss** which originated prior to the inception of this cover
 - d) **damage** or **consequential loss** resulting from:
 - i) demolition, construction, structural alteration or repair of any **property**; or
 - ii) groundworks or excavation at the **premises**

Special Condition

The **insurer's** liability under this Insured Peril will be avoided if the risk of **damage** or **consequential loss** is increased by reason of demolition, groundworks, excavation or construction being carried out on any adjoining site unless admitted by the **insurer** in writing

15. **Theft** involving:
 - a) forcible and violent entry to or exit from any building or part of any building at the **premises**
 - b) personal violence or threat of personal violence to any **employee**
 or any attempt at such theft, other than:
 - a) by any person lawfully in or on the **premises** or involving the **insured** or any **employee**
 - b) involving parting with title or possession of any **property** insured if induced to do so by fraud, trick or false pretence
 - c) of **money**, credit cards or securities of any description
 - d) from a vending machine unless other **property** at the **premises** suffers **damage** at the same time unless specifically mentioned as insured.

The **insurer** will also indemnify the **insured** for the cost of:

- i) repair of **damage** to the **buildings** caused by theft or attempted theft of the **property** insured where the **insured** is legally responsible for the cost of repairing such **damage**
- ii) external glazing and the cost of boarding up provided this is directly accompanied by theft or attempted theft of **property** insured

- iii) replacement of locks at the **premises** made necessary by theft or attempted theft that is not excluded by this insurance of keys from the **premises** or from the home of any adult person authorised to hold such keys, but excluding the cost of replacing safe or strongroom locks and in no case exceeding the sum of £500
- iv) **damage** by theft accompanied by forcible and violent entry to or exit from buildings at the **premises** caused with the connivance of any **employee**

16. **Accidental damage** being all risks of **damage** to the **property** insured excluding:

- a) **damage** or **consequential loss** caused by Insured Perils 1 to 13 above whether insured or not or specifically excluded by those Insured Perils
- b) **damage** or **consequential loss** caused by or consisting of:
 - i) inherent vice, latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials
 - ii) faulty or defective workmanship, operational error or omission on the part of the **insured** or any **employee**

but this will not exclude subsequent **damage** or **consequential loss** which itself results from a cause not otherwise excluded

- c) **damage** or **consequential loss** caused by or consisting of:
 - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - ii) change in temperature, colour, flavour, texture or finish
 - iii) theft or attempted theft
 - iv) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of associated steam and feed piping
 - v) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates
 - vi) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this will not exclude:

- 1) such **damage** or **consequential loss** not otherwise excluded which itself results from any other accidental **damage**
- 2) subsequent **damage** or **consequential loss** which itself results from a cause not otherwise excluded

- d) **damage** or **consequential loss** caused by or consisting of:
 - i) subsidence, ground heave, or landslip
 - ii) normal settlement or bedding down of new structures
 - iii) acts of fraud or dishonesty
 - iv) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- e) **damage** to **buildings** or any structure caused by its own collapse or cracking
- f) **damage** or **consequential loss** (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- g) **damage** to:
 - i) jewellery, precious metals, bullion, furs, curiosities, works of art or rare books
 - ii) property in transit
 - iii) glass, china, earthenware, marble or other fragile or brittle objects
 - iv) **money**, credit cards or securities of any description
- h) in respect of Part A unless specifically mentioned as insured, and in respect of Part B:
 - i) vehicles licensed for road use (including accessories on such vehicles), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - ii) Land, roads, pavements, piers, jetties, bridges, culverts or excavation
 - iii) Livestock, growing crops or trees
 - iv) **property** or structures in course of construction or erection and materials or supplies in connection with all such **property** in course of construction or erection.

Part C – All Risks

Section 1 – Cover

In the event of accidental **damage** to the **property** insured specified in the Schedule arising during the Period of Insurance within the **territorial limits** the **insurer** will pay to the **insured** the value of the **property** at the time of the **damage** or the amount of such **damage** or at the **insurer's** option replace, reinstate or repair the **property** or any part of it provided that the liability of the **insurer** will not exceed:

- a)
 - i) in the whole the total Sum Insured
 - ii) in respect of any item its Sum Insured
 - iii) any other Limit of Liability specified in the Schedule at the time of the Damage
- b) the Sum Insured (or Limit) remaining after deduction for any other **damage** occurring during the same Period of Insurance, unless the **insurer** has agreed to reinstate any such Sum Insured (or Limit).

Section 2 – Exclusions

The **insurer** will not be liable for:

- a) theft of **property** from an unattended vehicle unless all the doors, windows and other means of access have been secured and locked and all keys of the vehicle removed to a place of safety, and the **property** is placed in the boot of the vehicle or is otherwise out of sight
- b) **damage** caused by:
 - i) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level
 - ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, vermin or insect, marring or scratching
 - iii) pollution, contamination, change in temperature colour texture or finish
 - iv) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates not accompanied by **damage** to the machine, apparatus or equipment
 - v) disappearance, unexplained or inventory shortage
 - vi) any testing, repairing, adjusting, servicing or maintenance operation
- c) **damage** to data-processing media and computer systems records caused by:
 - i) data-processing media failure or breakdown or malfunction of the data-processing system including equipment and component parts whilst the said media is being run through the system unless fire or explosion
 - ii) electrical or magnetic injury, disturbance or erasure of electronic recordings except by lightning.

Section 3 – Special Condition

The sum insured by each item of this Part is declared to be separately subject to **average**.

For the avoidance of doubt clause c) iii) of general condition 4 will not apply.

Section 4 – Special Extension

The insurance by this Part on **computer equipment** includes the actual breaking or burning out of any part whilst actually in use, arising from either mechanical or electrical defect (including fluctuations in power supply) or derangement to the **computer equipment** causing sudden stoppage of its functions and necessitating repair, replacement or rearrangement before it can resume working. Limit £5,000 any one loss.

This Special Extension will not apply to **computer equipment** not covered by a maintenance contract, leasing contract or guarantee providing for repair or replacement.

Additional Covers

Applicable to Parts A and C

European Community and Public Authorities Clause

Subject to the following special conditions the insurance by each item on **buildings** and **contents** includes such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

1. European Community Legislation; or
2. Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority

(hereafter referred to as 'the Stipulations') in respect of:

- a) Damage to **property** insured
- b) undamaged portions

excluding:

- i) the cost incurred in complying with the Stipulations:
 - 1) in respect of loss, destruction, or damage occurring prior to the granting of cover by this extension
 - 2) in respect of loss, destruction, or damage not insured by the policy
 - 3) under which notice has been served upon the **insured** prior to the happening of the Damage
 - 4) for which there is an existing requirement which has to be implemented within a given period
 - 5) in respect of **property** entirely undamaged by any cause hereby insured against
- ii) the additional cost that would have been required to make good the **property** lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by the owner thereof by reason of compliance with the Stipulations.

Special Conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the **insurer** under this extension not being thereby increased.
2. If the liability of the **insurer** under this Part other than from this Additional Cover shall be reduced by the application of any of the terms and conditions of this Part then the liability of the **insurer** under this Additional Cover shall be reduced in like proportion.
3. The total amount recoverable under any item of this Part in respect of this Additional Cover shall not exceed:
 - a) in respect of the lost destroyed or damaged **property**:
 - i) 15% of its sum insured
 - ii) where the sum insured by the item applies to **property** at more than one **premises** 15% of the total amount for which the **insurer** would have been liable had the **property** insured by the item at the **premises** where the Damage has occurred been wholly destroyed
 - b) in respect of undamaged portions of **property** (other than foundations) 15% of the total amount for which the **insurer** would have been liable had the **property** insured at the **premises** where the **damage** has occurred been wholly destroyed.
4. The total amount recoverable under this Part will not exceed its sum insured.
5. All the terms and conditions of this Part except in so far as they are varied by this Additional Cover will apply as if they had been incorporated in this Additional Cover.

Removal of Debris

The insurance by each item on **buildings** and/or **contents** extends to include costs and expenses necessarily and reasonably incurred by the **insured** with the consent of the **insurer** in:

- a) removing debris of
- b) dismantling or demolishing
- c) shoring up or propping

the **property** insured following Damage.

The amount payable under each item will not exceed in total its Sum Insured.

The **insured** will not pay any costs or expenses:

- i) incurred in removing debris except from the site of the **property** destroyed or damaged and the area immediately adjacent to the site
- ii) arising from pollution or contamination of **property** not insured by this Part.

Non-Invalidation

This insurance will not be invalidated by any act or omission or by any alteration which increases the risk of Damage without the authority or knowledge of or beyond the control of the **insured**, provided that immediately the **insured** becomes aware of the increased risk of Damage notice is given to the **insurer** and any additional premium paid.

Professional Fees

The insurance by each item on **buildings** or **contents** includes an amount in respect of Architects', Surveyors', Legal and Consulting Engineers' fees necessarily and reasonably incurred in the reinstatement or repair of **property** insured consequent upon its Damage but not for preparing any claim. The amount payable under each item will not exceed in total its Sum Insured.

Capital Additions

This insurance extends to include **buildings** and **contents** acquired during its currency including additions and extensions to existing structures but not any appreciation in value provided that:

- a) the Additional Cover will not apply to stock in trade or goods in process of manufacture
- b) in any one situation this Additional Cover will not exceed £1,000,000
- c) the **insured** gives particulars of such extensions of cover as soon as practicable but not later than 6 months after such cover has applied and will effect specific insurance on such **buildings** and **contents** retrospective to the time the **insured** became responsible
- d) immediately such specific insurance is effected, cover by the Additional Cover will be fully reinstated.

Drains and Gutters

The insurance by each item on **buildings** or **contents** extends to include costs and expenses necessarily and reasonably incurred by the **insured** with the consent of the **insurer** in cleaning and/or clearing drains and/or sewers and/or gutters, the **property** of the **insured** or for which the **insured** is responsible following Damage to the **property** insured.

The amount payable under each item will not exceed in total its Sum Insured.

Trace and Access

In the event of **damage** resulting from escape of water if insured this insurance is extended in addition to the Sum Insured to pay the reasonable costs and expenses necessarily incurred with the **insurer's** consent in locating the source of such **damage** and the subsequent making good of any **damage** caused provided always that the **insurer's** liability any One Event and in the aggregate in any one period of insurance will not exceed £25,000.

Underground Services

The insurance by each item on **buildings** or **contents** extends to include accidental damage to oil tanks, piping, ducting, cables, wires and associated control gear and accessories serving the **buildings** but only to the extent of the **insured's** responsibility. Limit £1,000 any one loss.

Automatic Reinstatement of Sum Insured

In consideration of the insurance not being reduced by the amount of any loss the **insured** will pay the appropriate extra premium on the amount of the loss from the date of the occurrence to the date of expiry of the Period of Insurance.

Adaptation (Energy Performance and Sustainable Buildings) Clause

This part includes:

- a) the additional cost of reinstatement incurred with the prior written consent of the **insurer** to comply with the recommendations made under any current energy performance certificate in respect of Damage
- b) additional cost of reinstatement incurred with the prior written consent of the **insurer** to reinstate the Damage to a standard above the minimum required under the prevailing European Union or Building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent energy performance certificate assessment
- c) the reasonable additional cost of reinstatement incurred with the prior written consent of the **insurer** arising from the use of alternative materials or sources of materials in accordance with the principles of the Building Research Establishment Environmental and Sustainability Standard.

Provided always that:

- i) the **insurer** will not be liable for any undamaged portions of the **property** insured
- ii) the **insurer** will not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** insured by reason of the works funded by the application of this clause
- iii) the **insurer** will not be liable for the cost incurred in complying with prevailing European Union or Building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon the insured prior to the happening of the Damage
- iv) if the liability of the **insurer** under any item of this part other than this clause is reduced by the application of any of the terms and conditions of this part then the liability of the insurer under this clause in respect of any such item will be reduced in like proportion
- v) the total amount recoverable under this clause in respect of any One Event and in total in any one period of insurance will not exceed 5% otherwise payable in respect of **buildings** in the absence of this clause or £100,000 whichever is the lesser.

Bequeathed Property

This part includes **property** anywhere in the **territorial limits** bequeathed to the **insured** excluding:

- a) motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft
- b) **property** insured under any other policy.

Cover is in force from the commencement date of the **insured's** interest in the **property**.

Provided always that:

- i) the **insurer's** liability will not exceed £10,000 any one item other than **buildings** for which the limit is £500,000 at any one site
- ii) the **insured** will supply to the **insurer** details of all such bequeathed **property** at the end of each period of insurance and pay any additional premium required.

Damage to Reputation

This part includes reasonable costs incurred by the **insured** to mitigate resultant damage to the **insured's** reputation subsequent to any One Event insured under this part.

Provided always that:

- a) the damage to the **insured's** reputation is a consequence of media coverage in print, by radio, television or news agency
- b) the value of any One Event is in excess of £1,000,000 after the application of any deductible or excess
- c) the **insurer's** liability under Parts A and B combined will not exceed £50,000 in any one period of insurance
- d) the **insurer** will not be liable unless subsequent to any One Event the sole conduct and control of any claim or series of claims under this clause rests with the **insurer**.

Fire Extinguishment Expenses

This part includes reasonable costs and expenses necessarily incurred by the **insured** for:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where water costs are metered
- e) resetting fire and intruder alarms
- f) fire brigade charges

following Damage.

Provided always that the **insurer's** liability any One Event will not exceed £25,000.

Groundsmens' Equipment

This part includes groundsmens' tools, machines and equipment at the **premises**.

Provided always that:

- a) the **insurer's** liability any One Event will not exceed £10,000
- b) moveable items are returned to secure premises whilst not in use
- c) moveable items will not be left unattended.

Landscaped Gardens

This Part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent in making good **damage** caused by the emergency services to landscaped gardens or grounds at the **premises** caused by Damage but excluding:

- a) the cost of movement of soil other than as necessary for surface preparation
- b) the failure of trees, shrubs, plants or turf to become established following replanting
- c) the failure of seeds to germinate.

Provided always that the **insurer's** liability any One Event will not exceed £15,000.

Loss Minimisation and Prevention Expenditure

This Part includes reasonable costs and expenses necessarily incurred by the **insured** in:

- a) preventing or mitigating Damage to insured **property** in the event of imminent Damage
- b) preventing or mitigating further Damage to insured property after or in consequence of actual Damage.

Provided always that:

- i) the impending Damage was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred
- ii) the costs and expenses incurred prevented or mitigated the Damage
- iii) the **insurer's** limit of liability does not exceed £100,000 in the aggregate in any one period of insurance.

Metered Water

This part includes the cost of metered water for which the **insured** is legally responsible arising from its escape.

Provided always that:

- a) the amount payable in respect of any one **premises** is limited to such excess water charges resulting from accidental escape of water from pipes, apparatus or tanks in consequence of Damage
- b) the **insurer's** liability any One Event will not exceed £15,000.

Special Conditions

Applicable to Parts A and C

Average

The Sum Insured by each item of this Part (other than those applying solely to fees, rent or removal of debris) is declared to be separately subject to **average**.

For the avoidance of doubt clause c) iii) of general condition 4 will not apply.

Fire Extinguishing Appliances

In consideration of any discount for Fire Extinguishing Appliances allowed from the premium the appliances will be inspected every week and any defect disclosed by such inspection or otherwise will be promptly remedied.

Providing the above is observed by the **insured** this insurance will not be affected by any defect in any of the appliances due to circumstances unknown to or beyond the control of the **insured**.

Designation

For the purpose of determining where necessary the heading under which any **property** is insured, it is agreed to accept the designation under which such **property** has been entered in the **insured's** books.

Other interests

It is agreed and understood that where the **insured** so intend the interests of parties other than the **insured** in this insurance are admitted, the nature of such interests to be declared in the event of loss.

Security Protections

- a) All protections will be fitted in accordance with the **insurer's** requirements and together with all other devices for the protection of the **property** insured will be kept in good order and put into full and effective operation when the **premises** are closed for **business** or are unattended.
- b) All keys including duplicate keys relative to the security of the **premises** will be removed from the secured **premises** whenever they are closed or unattended.
- c) Any intruder alarm system will be:
 - i) installed in accordance with the specification agreed by the **insurer** and no alteration or variation of the system or the procedures agreed with the **insurer** for Police or any other response to any activation of the system or any structural alteration to the **premises** which would affect the system will be made without the written consent of the **insurer**
 - ii) maintained in full and effective working order at all times under a contract to provide both corrective and preventive maintenance with the installing company or such other company as approved by the **insurer** with no alteration being made thereto without the written consent of the **insurer**
 - iii) tested and set whenever the alarmed portion of the **premises** are closed or unattended by the **insured** or any person authorised by the **insured** to be responsible for the security of the **premises**.
- d) Immediate advice will be given to the **insurer**
 - i) of any notice from the Police or a security organisation that the intruder alarm system signals will be disregarded
 - ii) of any notice from the local authority or a magistrate of any requirement imposed under the terms of the Environmental Protection Act 1990 or other legislation requiring modification of the intruder alarm system
 - iii) if the intruder alarm system cannot be turned on or maintained in full working order.
- e) All keys to the intruder alarm system are removed from the **premises** when they are left unattended.
- f) The **insured** maintains secrecy of codes for the operation of the intruder alarm system and no details of same are left on the **premises**.
- g) The **insured** shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company and Police.
- h) In the event of notification of any activation of the intruder alarm system or interruption of the means of communication during any period that the intruder alarm system is set, a keyholder shall attend the **premises** as soon as reasonably possible.

Exclusions to Parts A, B and C

Applicable to Part A

Excesses

Each claim arising from the undernoted Insured Perils will be subject to an **excess** applying to each and every loss, each and every separate **premises**, the amount of which is specified in the Schedule.

- 4 Malicious Persons
- 7 Storm or Flood
- 8 Escape of Water or Beer
- 11 Falling Trees
- 14 Subsidence, Ground Heave or Landslip
- 15 Theft
- 16 Accidental Damage

The **insurer** will not be liable for:

- a) **damage** to any **property** more specifically insured by or on behalf of the **insured**
- b) consequential loss of any kind other than loss of rent if insured.

Applicable to Part B

The **insurer** will not be liable for loss, cost or expense arising directly or indirectly from erasure, loss, distortion or corruption of information on computer systems or other records, programs or software:

- a) whilst mounted in or on any machine or data-processing apparatus
- b) due to the presence of a magnetic flux
- c) caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons
- d) caused otherwise unless resulting from Damage.

Applicable to Parts A and B

The **insurer** will not be liable for:

- a) loss, destruction, damage, cost or expense caused by or resulting from pollution or contamination but this will not exclude **damage** or **consequential loss** not otherwise excluded caused by:
 - i) pollution or contamination which itself results from Damage
 - ii) Damage which itself results from pollution or contamination
- b) loss, destruction, or damage to any **property** or any loss, cost or expense arising from riot or civil commotion unless these Perils are specified and then only to the extent stated.

Applicable to Part C

The **insurer** will not be liable for an **excess** the amount of which is specified in the Schedule. Unless otherwise stated the **excess** will apply to each and every loss.

Applicable to Parts A, B and C

1. The **insurer** will not be liable for loss, destruction, damage, cost or expense directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:
 - a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
 - b) any **data processing system** responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the property of the **insured** or not but in respect of **damage** or **consequential loss** insured by Parts A and B this **general exclusion** will apply only to insured Peril 16 (if insured) and in respect of Insured Peril 16 will not exclude subsequent **damage** or **consequential loss** not otherwise excluded which results from a Defined Peril

This exclusion does not apply to **damage** caused by **theft** as defined under Peril 15 in the Insured Perils section.

2a. Exclusion in respect of terrorism

This Policy does not cover loss, destruction, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

- a) any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - i) involves violence against one or more persons; or
 - ii) involves **damage to property**; or
 - iii) endangers life other than that of the person committing the action; or
 - iv) creates a risk to health or safety of the public or a section of the public; or
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in a) above.

In any action or suit or other proceedings where the **insurer** alleges that by reason of this Exclusion cover is not provided under this Policy, the burden of proving that cover is provided under this Policy shall be upon the **insured**

2b. Northern Ireland Exclusion

This Policy does not cover loss, destruction, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.

Endorsements

Applicable only where specified in the Schedule.

1. Reinstatement

Subject to the following Special Conditions the basis upon which the amount payable in respect of **buildings** and **contents** is to be calculated will be the Reinstatement of the **property** suffering **damage**.

Special Conditions

1. The liability of the **insurer** for the repair or restoration of **property** which is only partially damaged will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. In respect of any item which is declared to be subject to **average**: if the sum insured at the commencement of Damage is less than 85% of the cost, at the time of reinstatement, of reinstating the whole of the **property** covered by that item the **insured** will bear a proportional share of the loss directly related to the difference between the Sum Insured and the estimated cost of reinstating the whole of the **property**.
3. Any additional amount which may be payable solely due to this Reinstatement Condition will be paid only if:
 - a) Reinstatement commences and proceeds without unreasonable delay
 - b) the cost of Reinstatement has been actually incurred
 - c) at the time of its Damage the **property** insured is not insured by any other insurance effected by or on behalf of the **insured** which is not upon the same basis of Reinstatement.
4. All the terms and conditions of this Part will apply:
 - a) in respect of any claim payable under the provisions of this Reinstatement Condition except in so far as they are varied hereby.
 - b) where claims are payable as if this Reinstatement Condition had not been incorporated.

2. Index-linking

The Sum Insured in respect of each of the items specified under Parts A and C in the Schedule will be adjusted monthly in line with the indices selected by the **insurer**. At each renewal the premium will be calculated on the adjusted Sum Insured.

3. Unoccupied Buildings

- a) The **insured** undertake in respect of **unoccupied buildings**
 - i) to notify the **insurer** immediately they become aware that any **buildings** or portion thereof is **unoccupied** or any **unoccupied buildings** or portion thereof becomes tenanted
 - ii) that all mains services will be turned off (except electricity supply to maintain any fire or intruder alarm system)
 - iii) that the water system be completely drained or, during the period 1 October to 1 April each year any central heating system may be kept working at a minimum temperature of 5 degrees C. (additionally, where sprinkler systems are installed it may be necessary to maintain water supplies. In these circumstances heating must be maintained at a minimum temperature of 5 degrees C)
 - iv) to arrange the inspection of the **buildings** internally and externally by an authorised representative, removing waste where necessary. Frequency to be notified in writing by the **insurer**
 - v) to seal up all letter boxes and take steps to prevent accumulations of mail
 - vi) to secure the **buildings** against unlawful entry by closing and locking doors and windows and setting any security and alarm systems.

4. Day one basis (non-adjustable)

The following **special definition** and Declaration Conditions apply in respect of the items specified in the Schedule under Part A:

Special Definition

Declared Value

The **insured's** assessment of the cost of Reinstatement of the **property** insured arrived at in accordance with the Reinstatement provisions at the level of costs applying at the inception of each Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowances for:

- a) the additional costs of reinstatement to comply with European Community and Public Authority requirements
- b) professional fees
- c) debris removal costs.

Declaration Conditions

1. The **insured** having stated in writing the Declared Value which is shown in the Schedule as the sum insured for each of the said items the premium has been calculated accordingly. The actual sum insured is 125% of the Declared Value.
2. At the inception of each Period of Insurance the **insured** will notify the **insurer** of the Declared Value of the **property** by each of the item(s). In the absence of such declaration the last amount declared by the **insured** Index Linked in accordance with Endorsement 2 will be taken for the ensuing Period of Insurance.
3. The following wording replaces Special Condition 2 of Endorsement 1:
 2. If at the commencement of Damage the Declared Value of the **property** covered by an item is less than the cost of Reinstatement at the inception of the Period of Insurance then the **insurer's** liability for any loss will be limited to the proportion which the Declared Value bears to such cost of Reinstatement.
4. Where claims are payable as if Endorsement 1 had not been incorporated all the terms and conditions of the Part will apply except that the Sums Insured will be limited to the percentage specified in the Schedule of each Declared Value.

5. Automatic fire alarm installations

In respect of automatic fire alarm installation(s) the **insured** hereby undertake to:

- a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed
- b) carry out the maintenance procedures specified by the manufacturers of the equipment
- c) notify the **insurer** immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more
- d) record details of all events such as alarms faults, tests, maintenance and disconnections and keep such details available for examination by the **insurer**.

6. Portable Heating

Portable Heating appliances are allowed for use in the **premises** on a maximum of 2 days of any week subject to their type conforming to the following:

- a) Electrical Appliances
heaters with enclosed elements or forced convection heaters incorporating a fan failure cut-out device and/or an overheat cut-out device
- b) Gas Appliances having both:
 - i) an integral fuel source; and
 - ii) one or more of the following safety features: a flame failure device, an overheat cut-out device and where relevant, a fan failure cut-out device.

All Portable Heating Appliances must be located in a safe position:

- i) at least 1 metre clear of any combustible material
- ii) where they cannot be accidentally knocked over

and in addition in respect of paragraph b):

- iii) away from draughts
- iv) provided with an independent non-combustible guard.

7. Electrical

The electrical installation must be checked by an Institution of Electrical Engineers qualified electrician with any defects being attended to within 3 months of inception of this Policy.

8. Basement storage

It is a condition precedent to the **insurer's** liability that all property kept in any cellar, basement or sub-basement will be kept on racks or shelves at least 30cm above floor level.

9. Fire break doors and shutters

It is a condition precedent to the **insurer's** liability that all fire break doors and shutters will be kept closed (except during working hours) and will be maintained in efficient working order.

Part D – Money

Section 1 – Special Definitions

Assault

- a) violent or criminal assault; or
- b) attack by animals.

Non-Negotiable Money

crossed cheques, crossed girocheques, crossed bankers' drafts, crossed national giro drafts, crossed money orders, crossed postal orders, franking machine units, used national insurance stamps, national savings certificates, credit company sales vouchers and Value Added Tax purchase invoices.

Person Insured

any person aged between 16 and 65 years inclusive other than:

- a) an employee of a security company or similar organisation
- b) any person committing or attempting robbery.

Section 2 – Cover

The **insurer** will pay to the **insured** in the event of loss of **money** from any cause which is not excluded arising during the Period of Insurance, the amount of such loss not exceeding the Limits specified in the Schedule.

Section 3 – Additional Cover

	Limit of Liability
a) Accidental damage as a direct result of robbery or attempted robbery to:	
i) personal effects of any employee	£500
ii) any franking machine, safe, strongroom or security case, bag specially designed container for the carriage of money	Reinstatement or other Value
b) the cost of replacing safe or strongroom locks made necessary by theft of keys from the premises or from the home of any adult authorised to hold such keys, but excluding such cost where the keys have been left on the premises whilst closed for business purposes	£1,000
c) provided that no other personal accident insurance is operative the insurer will pay to the insured such of the amounts below as are applicable if a Person Insured sustains bodily injury by Assault whilst entrusted with money by the insured , as a result of which death or disablement occurs within 24 months of such injury:	
i) death, total loss of use of one or more hands and feet or total loss of sight in one or both eyes	£10,000
ii) permanent total disablement (other than stated in (i) above) from engaging in usual profession or occupation	£10,000
iii) temporary disablement from engaging in usual profession or occupation for a maximum period of 104 weeks from date of disablement	Normal weekly wage or salary up to £150 per week

All sums paid under iii) will be deducted from any sums payable under i) or ii) in respect of the same injury to the same Person Insured.

Section 4 – Exclusions

The **insurer** will not be liable for:

- a) any loss arising from error or omission in receipts, payments, accounting practice or depreciation in value
- b) any loss due to fraud or dishonesty on the part of an **employee** but this Exclusion will not apply to loss arising from fraud or dishonesty which is discovered within 72 hours, provided that:
 - i) such loss is not recoverable under a Fidelity Guarantee bond or policy of insurance
 - ii) the **insurer's** liability will not exceed the amount specified in the Schedule against Item 2(c)(i)
- c) any loss of **money**:
 - i) in excess of £100 from an unattended vehicle
 - ii) in the custody or control of a security company or similar organisation except for the amount of any loss which cannot be recovered from the security company by legal means but not exceeding the relevant Limit specified in the Schedule
 - iii) resulting from gradual deterioration, mechanical or electrical defect, breakdown or malfunction of any franking, dispensing or similar machines
 - iv) in the mail other than sent by registered post
- d) an **excess** the amount of which is specified in the Schedule. Unless stated otherwise, the **excess** will apply to each and every loss.

Section 5 – Special Conditions

Accompaniment

The **insurer** will not be liable for any loss of **money** in transit unless accompanied by able-bodied adult persons as follows:

Amount Carried	Minimum Number of Persons
Up to £2,500	One
Over £2,500 and up to £5,000	Two
Over £5,000 and up to £10,000	Three

cover for amounts over £10,000 is only applicable if specified in the Schedule.

Condition Precedent

It is a condition precedent to the **insurer's** liability that whenever an office, room or area in which a safe or strongroom containing **money** is situated becomes unattended:

- a) such safe or strongroom is securely locked
- b) all keys or combination code to such safe or strongroom are removed from the **premises** or kept on the person of an authorised **member** or **employee**.

Part E – Public Liability

Section 1 – Special Definitions

Data

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

Financial Loss

economic or pecuniary losses for which the **insured** may be held legally liable in the law of tort.

Geographical Limits

- a) the **territorial limits**
- b) elsewhere in the world in connection with temporary visits by **members** and **employees** not engaging in manual work and normally resident in and travelling from the **territorial limits**
- c) in respect of Products worldwide other than the United States of America, Canada and any territory within their jurisdictions.

Injury

bodily injury including death, illness and disease.

Pollution or Contamination

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

Products

goods (including containers, packaging, labelling and instructions) sold, supplied, repaired, altered, treated, erected or installed by the **insured** in connection with the **business**.

Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages and claimants' costs and expenses for:

- a) accidental Injury to any person (other than an **employee** if such Injury arises out of and in the course of employment by the **insured**)
- b) accidental **damage** to **property**:
 - i) not belonging to nor in the custody or control of the **insured**
 - ii) not in the custody or control of an **employee**
- c) accidental **damage** to **property** in the custody or control of the **insured** or any **employee** being:
 - i) personal effects including motor vehicles and their contents belonging to any **member**, **employee** or visitor
 - ii) buildings including their contents which are not owned, leased, hired or rented by the **insured**
- d) accidental **damage** to buildings and their contents including fixtures and fittings which are leased, hired or rented by the **insured** but excluding:
 - i) liability assumed by the **insured** under a tenancy or other agreement which would not have attached in the absence of such agreement
 - ii) the first £100 of each claim for **damage** unless caused by fire or explosion

occurring within the Geographical Limits during the Period of Insurance arising out of the **business**.

In addition the **insurer** will pay all costs and expenses incurred with its written consent:

- i) in defending any claim for damages
- ii) for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under this Part.

Section 3 – Financial Loss

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages and claimants' costs and expenses for Financial Loss arising as a result of a negligent and accidental act, error or omission committed, or alleged to have been committed, within the Geographical Limits, by an **employee, member or volunteer** in, or about, or in consequence of, their duties (meaning activities approved by the **insured** where the **insured** is legally entitled to approve such activities) arising out of the **business** occurring during the Period of Insurance.

In addition the **insurer** will pay all costs and expenses incurred with its written consent:

- a) in defending any claim for damages
- b) for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under this Section.

Exceptions

The **insurer** will not be liable for Financial Loss:

- a) caused by the failure of the **insured** to fulfil its obligations under any contract entered into with the claimant
- b) arising from Products
- c) arising from libel, slander, defamation, malicious falsehood or injurious falsehood
- d) arising out of or in connection with the Data Protection Act 2018 or Regulation (EU) 2016/679 (General Data Protection Regulation).

Section 4 – Indemnity to the Other Persons

The **insurer** will also indemnify under the terms of this Part at the **insured's** request:

- a) any **employee**
- b) any **member**
- c) any **volunteer**
- d) any principal for whom the **insured** is or has been carrying out work but only to the extent required by the contract for the work
- e) any officer or member of the **insured's** catering, social, sports and welfare organisations provided that:
 - i) the **insured** would have been entitled to indemnity had the claim been made against the **insured**
 - ii) any person claiming indemnity:
 - 1) is not entitled to indemnity from any other source
 - 2) was, at the time of the incident giving rise to the claim, acting within the scope of their authority
 - 3) will be subject to the terms and conditions of this Part insofar as they can apply
 - iii) the **insurer** has the sole conduct and control of any claim
 - iv) no indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act in respect of Section 3.

Section 5 – Health and Safety at Work, etc. Act 1974

The **insurer** will indemnify the **insured** (and any **member** or **employee** if the **insured** so requests) against legal costs and expenses incurred with the **insurer's** written consent in defending any prosecution including an appeal against a conviction resulting from a prosecution brought under sections 2 to 8 (inclusive) of the Health and Safety at Work, etc. Act 1974 or any subsequent legislation in addition thereto or in substitution therefor relating to the health, safety and welfare of persons other than **employees** provided that:

- a) the prosecution relates to a matter that involves Injury which is or may be the subject of indemnity under this Part
- b) no indemnity is otherwise available.

Section 6 – Consumer Protection Act 1987

The **insurer** will indemnify the **insured** (and any **member** or **employee** if the **insured** so requests) against legal costs and expenses incurred with the **insurer's** written consent in connection with any criminal proceedings brought in respect of a breach or alleged breach of Part II of the Consumer Protection Act 1987 provided that:

- a) the alleged offence was committed during the Period of Insurance
- b) no indemnity is otherwise available
- c) the alleged offence was accidental in origin
- d) the proceedings relate to a matter that involves Injury or **damage** to **property** which is or may be the subject of indemnity under this Part.

Section 7 – Overseas Personal Liability

The **insurer** will indemnify the **insured** and if the **insured** so requests any **member** or **employee** (and any member of their families accompanying them) normally resident within the **territorial limits** in respect of liability incurred by such persons in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business** provided that the indemnity will not apply to liability:

- a) which attaches because of a contract or agreement and which would not otherwise have attached
- b) arising from any employment, business, profession or trade
- c) arising from the ownership, occupation, possession or use of land, buildings, motor vehicles, caravans, watercraft or aircraft.

Section 8 – Defective Premises Act 1972

The **insurer** will indemnify the **insured** in respect of liability incurred under Section 3 of the Defective Premises Act 1972 arising from Injury or **damage** occurring within 7 years from the cancellation or expiry of this Part provided that:

- a) the **insurer** will not be liable for the cost of remedying any defect or alleged defect in any premises
- b) the **insured** is not entitled to indemnity under any other policy.

Section 9 – Contingent Motor Liability

Notwithstanding Exclusion 9 the **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages and claimants' costs and expenses arising out of the use of any motor vehicle not owned or provided by the **insured** while being used with the permission of the **insured** in connection with the **business** by any **member** or **employee** other than:

- a) in respect of **damage** to the vehicle or its contents
- b) where indemnity is available under any other policy.

It is a condition that before the **insured** gives permission to any person to use a vehicle for the **business** the **insured** will take all reasonable steps to ensure that there is in force a separate policy of motor insurance giving similar indemnity and including indemnity to the **insured** in respect of liability arising from the use of such vehicle in connection with the **business**.

Section 10 – Compensation for Court Appearance

The **insurer** will pay the **insured** the following daily rates for the attendance of any **member** or **employee** at Court as a witness at the **insurer's** request in connection with a claim under this Part:

- a) any **director** £250
- b) any **employee** £100

Section 11 – Data Protection

The **insurer** will indemnify the **insured** for legal costs and expenses incurred with the **insurer's** prior consent, and all sums the **insured** is required to pay as damages to an individual arising from proceedings brought against the **Insured** under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided always that:

- i) the **insurer** will not be liable under this Section for:
 - 1) fines, penalties, liquidated, punitive or exemplary damages
 - 2) the costs of notifying any person regarding loss of personal data

- 3) the cost of replacing, reinstating, rectifying or erasing any personal data
 - 4) any deliberate or intentional criminal act or omission giving rise to any claim under this Section committed by the **insured**
- ii) the liability of the **insurer** under this Section will not exceed £1,000,000 in any one period of insurance.

Section 12 – Heat Precautions

If the **insured** works away from the **premises** using welding or flame cutting equipment, blow lamps, blow torches or hot air guns, no claim under this Part will be payable unless the following conditions have been complied with:

- a) All movable combustible materials are removed from the vicinity of the work.
- b) Suitable portable fire extinguishing appliances are kept ready for immediate use as near as practicable to the scene of the work and that **employees** are trained in their use.
- c) Before heat is applied to any wall or partition or to any material built into or passing through the wall or partition an inspection will be made by a responsible person to make sure that there are not combustible materials which may be ignited by direct or conducted heat.
- d) Such equipment is lit or operating for a short a time as possible before use and is extinguished immediately after use and is not left unattended whilst lit or operating.
- e) Blow lamps are filled and gas canisters are changed in the open.
- f) A fire safety check is made in the vicinity of the work on completion of each period of work and again after 30 minutes.
- g) Fixed combustible materials in the area in which welding or flame cutting equipment is used will be protected by overlapping sheets or screens of non-combustible material.

Section 13 – Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will also indemnify the **insured** in respect of legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this Part.

Provided always that:

- a) the **insurer's** total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule
- b) this Section will only apply to proceedings brought in great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability for:
 - i) any deliberate or intentional criminal act committed by the **insured** giving rise to a corporate manslaughter or corporate homicide charge
 - ii) fines or penalties of any kind
 - iii) the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - 2) the Food Safety Act 1990 or any regulations made thereunder
 - 3) the Consumer Protection Act 1987 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance

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

Section 14 – Legionella

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

Provided always that:

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

Special exclusion 8 will not apply to this clause.

The **insured** will at inception of this Part and annually thereafter provide to the **insurer** details of the number of premises owned or operated by the **insured** where cooling towers and or evaporative condensers are present.

Section 15 – Exclusions

The **insurer** will not be liable for:

1. Products Liability under Contract

any liability for Injury of **damage** caused by Products which attaches solely because of a contract or agreement

2. Liquidated or Punitive Damages

any amount in respect of:

- a) liquidated damages or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages awarded by any court outside the **territorial limits**
- c) fines

3. Vessels and Craft

Injury, **damage** or Financial Loss arising out of the use of or caused by any vessel or craft designed to travel in, on or through water, air or space other than waterborne vessels under 5 metres in length

4. Airports

Injury, **damage** or Financial Loss arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by the **insured**

5. Aircraft Products

Injury or **damage** caused by Products which have been knowingly supplied by the **insured** for installation in an aircraft and are directly concerned with the safety of such aircraft

6. Defective Work and Damage to Products

- a) the cost of rectifying defective work carried out by or on behalf of the **insured**
- b) the cost of recalling, removing, repairing, replacing or making any refund on the price of any Products or **damage** to the Products themselves

7. Damage to Property

- a) **damage** to that part of any **property** which was caused by faulty workmanship prior to the sale or transfer of the **property** to some other party
- b) losses consequent upon **damage to property** designed by the **insured** or on the **insured's** behalf and subsequently sold or transferred to some other party

8. Professional Liability, Errors and Omissions

Injury, **damage** or Financial Loss resulting from errors or omissions in advice, treatment, design or specification provided by the **insured** or anything used or supplied in such connection

9. Motor

Injury, **damage** or Financial Loss arising from the ownership, possession or use by or on behalf of the **insured** or any person entitled to indemnity under this Part, of any mechanically propelled vehicle or any attached trailer (or broken away after attachment) which is licensed for road use and for which compulsory insurance or security is necessary by virtue of the Road Traffic Acts.

Provided the **insured** is not entitled to indemnity under any other policy or any other Part of this Policy this Exclusion will not apply to:

- a) use of any mechanically propelled vehicle which is confined to the **premises**
- b) the loading or unloading of any vehicle or the bringing to or taking away of a load from that vehicle
- c) the use of any item of plant in circumstances for which the Road Traffic Acts would not require compulsory insurance or security where such liability arises solely out of its use as a tool of trade

10. Pollution or Contamination

Injury, **damage** or Financial Loss when such Injury, **damage** or Financial Loss arises directly or indirectly out of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

The **insurer's** total liability for all Pollution or Contamination claims arising, or treated by the **insurer** as arising, directly or indirectly from incidents during any one Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity

11. Courts Jurisdiction

Any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

12. Date Recognition

Injury, **damage** or Financial Loss or costs and expenses or any amounts payable under Sections 6 and 11 of this Part directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any **data processing system** responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the property of the **insured** or not

13. Asbestos

liability directly or indirectly caused by, contributed to, by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

14. Cyber

liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

This exclusion is not applicable to the indemnity provided by Part E Section 11 – Data Protection.

Section 16 – Special Provisions

Limit of Indemnity

The Limit of Indemnity specified in the Schedule is the **insurer's** monetary limit in respect of the insurance provided by this Part (other than any Limit otherwise specified) and applies to any one claim or series of claims arising from any one cause except for claims caused by Products where the Limit of Indemnity specified applies in the aggregate in any one Period of Insurance.

Where the **insured** becomes liable to pay a sum above the Limit of Indemnity in respect of claims the **insurer** will pay only the proportion of costs and expenses that the Limit of Indemnity bears to the **insured's** total liability.

Insurer's Rights

The **insurer** may at any time pay any Limit of Indemnity (after deduction of any sum of sums already paid) or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of costs and expenses incurred with its written consent prior to the date of such payment.

Terrorism

The Limit of Indemnity in respect of any one claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000 or the Limit of Indemnity specified in the Schedule, whichever is lower.

Part F – Hirers Liability

Section 1 – Special Definitions

Agreement

the tenancy rental or other contract between the **insured** and Hirer concerning the use of the **premises**.

Data

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

Hirer

any person or organisation hiring the **premises** under an Agreement with the **insured**.

Injury

bodily injury including death, illness and disease.

Pollution or Contamination

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or **damage** or injury directly or indirectly caused by such pollution or contamination.

Section 2 – Cover

The **insurer** will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:

- a) accidental Injury to any person (other than an employee of the Hirer if such Injury arises out of and in the course of employment by the Hirer)
- b) accidental **damage** to the **premises** or the contents of the **premises** subject to the liability of the **insurer** not exceeding £1,000,000 any one claim in respect of legal liability which attaches to the Hirer solely by reason of the Agreement that would not have attached in the absence of such Agreement
- c) accidental **damage** to other **property** not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service

occurring during the Period of Insurance arising out of the activities of the Hirer at the **premises**.

In addition the **insurer** will pay all costs and expenses incurred with its written consent:

- i) in defending any claim for damages
- ii) for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under this Part.

Section 3 – Exclusions

The **insurer** will not be liable for:

1. Products Liability

any liability for Injury or **damage** caused by goods (including containers, packaging, labelling and instructions) sold, supplied, repaired, altered, treated, erected or installed by the Hirer

2. Liquidated or Punitive Damages

any amount in respect of:

- a) liquidated damages fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages awarded by any court outside the **territorial limits**
- c) fines

3. Vessels and Craft

Injury or **damage** arising out of the use of or caused by any vessel or craft designed to travel in on or through water, air or space

4. Defective Work and damage to Products

- a) the cost of rectifying defective work carried out by or on behalf of the Hirer
- b) the cost of recalling, removing, repairing, replacing or making any refund on the price of any goods or property sold or supplied by the Hirer or **damage** to the goods or property itself

5. Professional Liability, Errors and Omissions

Injury or **damage** resulting from errors or omissions in advice, treatment, design or specification provided by the Hirer or anything used or supplied in such connection

6. Motor

Injury or **damage** arising from the ownership, possession or use by or on behalf of the Hirer or any person entitled to indemnity under this Part, of any mechanically propelled vehicle or any attached trailer (or broken away after attachment) which is licensed for road use and for which compulsory insurance or security is necessary by virtue of the Road Traffic Acts

7. Pollution or Contamination

Injury or **damage** when such Injury or **damage** arising directly or indirectly out of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

The **insurer's** total liability for all Pollution and Contamination claims arising, or treated by the **insurer** as arising, directly or indirectly from incidents during any one Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity

8. Political or Business Use

Injury or **damage** arising out of the use of the **premises** for:

- a) meetings organised by political parties
- b) commercial or business use

9. EXCESS

the first £100 of each and every claim for **damage** to the **premises** or contents caused other than by fire or explosion

10. Courts Jurisdiction

any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

11. Date Recognition

Injury or **damage** directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any **data processing system** responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the property of the **insured** or not

12. Asbestos

liability directly or indirectly caused by, contributed to, by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

13. Cyber

liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

Section 4 – Special Provisions

Limit of Indemnity

The Limit of Indemnity specified in the Schedule is the **insurer's** monetary limit in respect of the insurance provided by this Part (other than any Limit otherwise specified) and applies to any one claim or series of claims arising from any one cause.

Where the **insured** becomes liable to pay a sum above the Limit of Indemnity in respect of claims the **insurer** will pay only the proportion of costs and expenses that the Limit of Indemnity bears to the **insurer's** total liability.

Insurer's Rights

The **insurer** may at any time pay any Limit of Indemnity (after deduction of any sum or sums already paid) or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of costs and expenses incurred with its written consent prior to the date of such payment.

Terrorism

The Limit of Indemnity in respect of any one claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000 or the Limit of Indemnity specified in the Schedule, whichever is lower.

Part G – Employers Liability

Section 1 – Special Definitions

Geographical Limits

- a) the **territorial limits**
- b) elsewhere in the world in connection with temporary visits by **employees** not engaging in manual work and normally resident in and travelling from the **territorial limits**.

Injury

bodily injury including death, illness and disease.

Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages and claimants' costs and expenses in respect of Injury caused during the Period of Insurance to any **employee** arising out of and in the course of employment by the **insured** in the **business** within the Geographical Limits.

In addition the **insurer** will pay all costs and expenses incurred with its written consent:

- a) in defending any claim for damages
- b) for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction in respect of any occurrence
- c) in defending any proceedings in respect of any act or omission or alleged breach of statutory regulations causing or relating to any event

which may be the subject of indemnity under this Part.

Section 3 – Indemnity to Other Persons

The **insurer** will also indemnify under the terms of this Part at the **insured's** request:

- a) any **employee**
- b) any **member**
- c) any **volunteer**
- d) any principal for whom the **insured** is or has been carrying out work but only to the extent required by the contract for the work
- e) any officer or member of the **insured's** catering, social, sports or welfare organisations

provided that:

- i) the **insured** would have been entitled to indemnity had the claim been made against the **insured**
- ii) any person claiming indemnity:
 - 1) is not entitled to indemnity from any other source
 - 2) was, at the time of the incident giving rise to the claim, acting within the scope of their authority
 - 3) will be subject to the terms and conditions of this Part insofar as they can apply
- iii) the **insurer** has the sole conduct and control of any claim.

Section 4 – Health and Safety at Work, etc. Act 1974

The **insurer** will indemnify the **insured** (and any **member** or **employee** if the **insured** so requests) against legal costs and expenses incurred with the **insurer's** written consent in defending any prosecution including an appeal against a conviction resulting from a prosecution brought under Sections 2 to 8 (inclusive) of the Health and Safety at Work, etc. Act 1974 or any subsequent legislation in addition thereto or in substitution therefor relating to the health, safety and welfare of **employees** provided that:

- a) the prosecution relates to a matter that involves Injury which is or may be the subject of indemnity under this Part
- b) no indemnity is otherwise available
- c) the **insurer** will provide no indemnity in respect of any fines or penalties.

Section 5 – Unsatisfied Court Judgments

The **insurer** will pay to any **employee** (or their personal representative) at the **insured's** request the amount of damages and awarded costs remaining unsatisfied 6 months after the date judgment was obtained against another party domiciled in the **territorial limits** for Injury to that **employee** occurring during the Period of Insurance and arising out of and in the course of the **employee's** engagement by the **insured** in the **business** provided that:

- a) there is no appeal pending
- b) the **employee** (or their personal representative) assigns the judgment to the **insurer**
- c) the **insurer** will not be liable for judgments obtained in any Court situated outside the **territorial limits**.

Section 6 – Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will also indemnify the **insured** in respect of legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this Part.

Provided always that:

- a) the **insurer's** total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the
- b) this Section will only apply to proceedings brought in great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability for:
 - i) any deliberate or intentional criminal act committed by the **insured** giving rise to a corporate manslaughter or corporate homicide charge
 - ii) fines or penalties of any kind
 - iii) the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - 2) the Food Safety Act 1990 or any regulations made thereunder
 - 3) the Consumer Protection Act 1987 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** have already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

Section 7 – Exclusions

The **insurer** will not be liable for:

1. Offshore Exposures

any Injury caused in connection with any work carried out offshore.

For the purpose of this Exclusion an **employee** will be deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore rig or an offshore platform. An **employee** will continue to be deemed to be 'offshore' until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform

2. Passengers in Motor Vehicles

any Injury caused to any passenger travelling in or on or mounting or dismounting from any mechanically propelled vehicle or attached trailer the property of or in the custody or control of the **insured** whilst such vehicle or trailer is being used by or on behalf of the **insured** in connection with the **business** on a road as described in the Road Traffic Acts.

For the purpose of this Exclusion passenger will not include the driver or person in charge of the vehicle for the purposes of driving.

Section 8 – Special Provisions

Compulsory Insurance

The indemnity provided by this Part is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, but the **insured** will repay to the **insurer** all sums paid by the **insurer** which the **insurer** would not have been liable to pay but for the provision of such law.

Limit of Indemnity

The Limit of Indemnity specified in the Schedule is the **insurer's** monetary limit (including all costs and expenses) in respect of the insurance provided by this Part (other than any Limit otherwise specified) and applies to any one claim or series of claims arising from any one cause.

Insurer's Rights

The **insurer** may at any time pay:

- a) any Limit of Indemnity (after deduction of any sum or sums already paid); or
- b) any lower amount for which any claim or claims can be settled including costs and expenses incurred with the **insurer's** written consent prior to the date of such payment

and then relinquish the conduct and control and be under no further liability in respect of the claim.

Terrorism

The Limit of Indemnity in respect of any one claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000 or the Limit of Indemnity specified in the Schedule, whichever is lower.

Part H – Libel and Slander

Section 1 – Cover

The **insurer** will indemnify the insured in respect of all sums which the **insured** may become legally liable to pay as damages for:

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

for which a claim is first made against the **insured** and notified to the **insurer** during the Period of Insurance or within 12 months of this Part ceasing to operate provided that:

- i) the date of any publication or utterance on which a claim is based occurs during the Period of Insurance
- ii) any claim notified during the additional 12 month period after this Part ceases to operate will be deemed to have been made during the final Period of Insurance.

In addition the **insurer** will pay all costs and expenses incurred with its written consent in the defence or compromise of any proceedings for libel or slander as stated above begun or threatened against the **insured** and will also pay any costs awarded against the **insured** in any such proceedings.

Provided that the liability of the **insurer** (including costs and expenses) will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in respect of:

- 1) all claims made during any one Period of Insurance; and
- 2) all damages, costs and expenses incurred or awarded in connection with any one publication or utterance whether all claims in respect of such publication or utterance are made during the same Period of Insurance or not.

Section 2 – Indemnity to Other Persons

The **insurer** will also indemnify under the terms of this Part at the **insured's** request:

- a) any **employee**
- b) any **member**

provided that:

- i) the **insured** would have been entitled to indemnity had the claim been made against the **insured**
- ii) the total liability of the **insurer** will not be increased beyond the Limit of Indemnity
- iii) any person claiming indemnity:
 - 1) is not entitled to indemnity from any other source
 - 2) will be subject to the terms and conditions of this Part insofar as they can apply
- iv) the **insurer** has the sole conduct and control of any claim.

Section 3 – Exclusions

The **insurer** will not be liable for:

1. Punitive or Exemplary Damages

any amount in respect of punitive or exemplary damages

2. Courts Jurisdiction

any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

3. Malicious Falsehood or Injurious Falsehood

losses arising from malicious falsehood or injurious falsehood

4. Excess

an **excess** the amount of which is specified in the Schedule. Unless stated otherwise, the **excess** will apply to each and every claim or series of claims arising from any one publication or utterance.

Section 4 – Special Provisions

Insurer's Rights

The **insurer** may at any time pay the maximum amount payable under this Part (after deduction of any sum or sums already paid) or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of costs and expenses incurred with its written consent prior to the date of such payment.

Claims Notification

The notification to the **insurer** in writing, during the Period of Insurance or the extended 12 months reporting period allowed for under this Part after cessation, of any circumstances that might give rise to a claim under this Part will constitute a claim first made against the **insured** during the Period of Insurance in which the notification is received, even though no notification of any claim has been received from a third party.

Part I – Motor Vehicles

Section 1 – Special Definitions

Accessories

- a) Parts or products specifically designed to be fitted to or used with the The Insured Vehicle including spare parts
- b) permanently fitted entertainment systems, communication, navigation, security equipment or other electronic equipment fitted to The Insured Vehicle by the manufacturer. This does not include equipment temporarily sited in and removable from the The Insured Vehicle being powered from a cigarette lighter/accessory socket
- c) Electric Vehicle charging equipment, being charging cables, adaptors (provided with the Electric Vehicle by the manufacturer) and home installed charging points.

Child Seat

Any car seat designed for children up to 12 years old including infant carriers, combination car seats, forward facing car seats and high back booster seats with or without harnesses.

The Insured Vehicle

Any motor vehicle excluding a steam driven vehicle but including an Electric Vehicle as follows:

- a) Motor Car
- b) Motor Cycle
- c) Commercial Vehicle
- d) Special Type

which is insured under this part and described in the Certificate but excluding any vehicle registered outside the **territorial limits** unless the **insured** has requested and the **insurer** has agreed to cover such vehicle.

Commercial Vehicle

any motor vehicle that is not a Motor Car, Motor Cycle or Special Type.

Electric Vehicle

Any Insured Vehicle that uses one or more electric motors for propulsion that are powered by a self-contained battery which requires charging from an external power source.

Motor Car

any private car estate car utility car or passenger carrying vehicle with not more than 16 passenger seats.

Motor Cycle

any motor cycle, motor cycle and sidecar or moped.

Pollution or Contamination

all pollution or contamination of buildings or other structures or of water or land or the atmosphere.

Special Type

any agricultural vehicle or item of mechanically propelled plant.

Windscreen

Glass in the windscreen and windows, sunroof or panoramic glass roof.

Section 2 – Third Party Liability

- a) If death or bodily injury or **damage to property** is caused by or arises out of the use of or in connection with the loading or unloading of The Insured Vehicle or an attached trailer the **insurer** will indemnify:
- i) the **insured**
 - ii) any person permitted by the **insured** to drive The Insured Vehicle provided such person holds a licence to drive The Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence unless a licence is not required by law
 - iii) any person (other than the driver) permitted by the **insured** to use The Insured Vehicle for social domestic or pleasure purposes
 - iv) at the request of the **insured** any person being carried in or upon or entering or alighting from The Insured Vehicle
 - v) the legal representatives of any person who would be or have been entitled to indemnity under this Section in respect of their legal liability for such death or bodily injury or **damage to property** and will in addition pay:
 - 1) solicitors' fees for representation at any coroner's magistrates' or similar court in respect of any act which may be the subject of indemnity under this Section
 - 2) costs for the defence of the **insured** or at the request of the **insured** any person entitled to drive The Insured Vehicle against a charge of manslaughter or of causing death by reckless driving provided the accident gives rise to a valid claim under this Section
 - 3) other legal costs and expenses incurred with the **insurer's** written consent.
- b) In respect of any event which may be the subject of indemnity under this Section the **insurer** will pay legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the **business**.
- Provided always that:
- i) the insurer's liability under this clause will not exceed £5,000,000 in any one Period of Insurance
 - ii) this clause will only apply to proceedings brought in the **territorial limits**
 - iii) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
 - iv) the **insured** will give the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
 - v) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
 - vi) the **insurer** will be under no liability:
 - 1) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - 2) in respect of fines or penalties of any kind
 - 3) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance.
- c) The **insurer** will indemnify the **insured** and any other person indemnified by Clause a) of Section 2 – Third Party Liability when liability is caused by or arises out of the charging of an Electric Vehicle irrespective of whether compulsory motor insurance legislation operative within the geographical limits defined in Section 18 of this policy applies or not.
- d) In respect of legal liability for **damage to property** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism** the **insurer** will indemnify the **insured**

Provided always that:

- a) the **insurer's** liability under this clause will not exceed £5,000,000 in respect of any one claim or the minimum amount required by the compulsory motor insurance legislation in the country in which the incident occurs whichever is the greater
- b) this clause will only apply to proceedings brought in the geographical limits as defined in Section 18 of this part.

Exceptions

The **insurer** will not be liable for:

- a) death or bodily injury to any person arising out of or in the course of that persons employment by the person claiming indemnity if insurance cover in respect of liability for such death or bodily injury is provided as a requirement of any compulsory employers liability legislation within the geographical limits as detailed in Section 18
- b) **damage to property** owned by or held in trust by or in the custody or control of the **insured** or any other person claiming to be indemnified under this Section or being conveyed by The Insured Vehicle
- c) any amount in excess of that specified in the Schedule as the Limit for **damage to property** in respect of any one claim or number of claims arising out of one cause
- d) death or bodily injury or **damage** caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
 - i) the bringing of the load to The Insured Vehicle for loading; or
 - ii) the taking away of the load from The Insured Vehicle after unloadingby any person other than the driver or attendant(s) of The Insured Vehicle
- e) death or bodily injury caused to any person or **damage to property** arising from the use of any item of mechanically propelled plant or attachment of The Insured Vehicle whilst operating as a tool of trade other than in accordance with the requirements any compulsory motor insurance legislation operative within the geographical limits as detailed in Section 18
- f) death or bodily injury caused to any person or **damage to property** in respect of any claim which arises directly or indirectly out of Pollution or Contamination unless such Pollution or Contamination arises as a result of a sudden identifiable unintended and unexpected incident which takes place in its entirety at the specific time and place during the Period of Insurance other than in accordance with the requirements any compulsory motor insurance legislation operative within the geographical limits as detailed in Section 18. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- g) legal liability directly or indirectly caused by or contributed to by or arising from the The Insured Vehicle while in or on that part of any aerodrome, airfield, airport or military installation provided for:
 - i) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground
 - ii) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.
- h) death or bodily injury to any person arising directly or indirectly from **terrorism** other than to meet the requirements of the compulsory motor insurance legislation in the country in which the incident occurs.

Section 3 – Indemnity to Owner

Where required by a contract entered into by the owner and the **insured** the **insurer** will in the terms of and subject to the limitations of Section 2 indemnify the owner of The Insured Vehicle loaned or hired to the **insured** provided that such owner is not entitled to indemnity under any other policy.

Section 4 – Cross Liabilities

In respect of claims under Section 2 each **insured** named in the Schedule will be deemed to be a third party to the other.

Section 5 – Indemnity to Principals

The indemnity provided by Section 2 will extend to indemnify any principal of the **insured** in respect of liability at law arising out of the use of The Insured Vehicle in connection with any contract entered into between the **insured** and such principal provided always that:

- a) the **insurer** will not be liable for death or bodily injury or **damage to property** arising out of the negligence or other default of the principal or their servants or agents
- b) the **insurer** will have the sole conduct and control of any claim
- c) the principal is not entitled to indemnity under any other policy.

Section 6 – Movement of Third Party Vehicles

The indemnity provided by Section 2 will apply to any accident caused by or arising from:

- a) the driving or movement of a vehicle not the property of the **insured** when it is interfering with the performance of the **business** directly connected with the legitimate passage of The Insured Vehicle
- b) the parking or movement by an **employee** of a vehicle belonging to a customer or visitor of the **insured** on or within the vicinity of the **premises**.

For the purposes of this Section the words “or in the custody or control of” in Section 2 Exception (b) will not apply to such third party vehicles.

Section 7 – Contingent Liability

The indemnity provided by Section 2 will apply in respect of all sums which the **insured** may become legally liable to pay as damages and claimants’ costs and expenses arising out of the use of any motor vehicle not owned or provided by the **insured** while being used with the permission of the **insured** in connection with the **business**.

Provided always that:

- a) such motor vehicle is not the **insured’s** property or held by the **insured** under a hire purchase agreement or hired or leased by the **insured**
- b) the **insured** has taken all reasonable steps to ensure that there is in force in respect of such motor vehicle an insurance that is valid for such use
- c) if any claim covered by this Section is covered by any other insurance then notwithstanding General Condition 7 the **insurer** will not be liable to make any contribution to such claim
- d) motor vehicle does not include any vehicle registered outside of the **territorial limits**.

Section 8 – Towing Disabled Vehicles

If The Insured Vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle the **insurer** will indemnify the **insured** in the terms of Section 2 in respect of liability in connection with the towed vehicle provided that:

- a) such vehicle is not towed for reward
- b) the **insurer** will not be liable by reason of this Section in respect of **damage** to the towed vehicle or **property** being conveyed by such vehicle.

Section 9 – Damage to Vehicle – By Fire or Theft

The **insurer** will indemnify the **insured** in respect of **damage** to The Insured Vehicle or its Accessories caused by fire or theft or attempted theft.

Section 10 – Damage to Vehicle – Other than by Fire or Theft

The **insurer** will indemnify the **insured** in respect of **damage** to The Insured Vehicle or its Accessories other than as described in Section 9.

Exceptions to Sections 9 and 10

The **insurer** will not be liable in respect of:

- a) depreciation wear and tear mechanical electrical electronic computer and computer software breakdowns or failures or faults or breakages
- b) diminution in the value of The Insured Vehicle
- c) loss of use
- d) Section 10 – **damage** to tyres by application of brakes or by punctures cuts or bursts.
- e) **damage** caused by deception.
- f) **damage** to The Insured Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds

Provisions to Sections 9 and 10

1. New for Old

New for Old

If any Motor Car or goods carrying Commercial Vehicle not exceeding 7.5 tonnes gross vehicle weight is within one year of first registration:

- a) damaged to the extent that the costs of repair would exceed 50% of the manufacturer's recommended retail price plus taxes; or
- b) lost by theft and not recovered the **insurer** will replace it with a new vehicle of the same manufacturer and of the same or like type provided always that:
 - i) the **insured** requests it; and
 - ii) any other interested party known to the **insurer** consents; and
 - iii) such a replacement is available.

2. Theft or Loss of Keys

If the keys or any other removable ignition device or lock transmitter for The Insured Vehicle are stolen or accidentally lost the **insurer** will at the **insured's** request pay to replace:

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

Provided that:

- i) such loss is reported to the police
- ii) any other interested party known to the **insurer** consents
- iii) this indemnity will not exceed the market value of The Insured Vehicle immediately before **damage**; and
- iv) the **insurer** will not be liable for the cost of replacing any alarms or other security devices fitted to The Insured Vehicle.

Any such payment will not be subject to any **excess** which would otherwise be payable.

3. Child Seat Replacement

Where a Motor Car is fitted with a Child Seat, whether or not owned by or provided by the **insured**, in the event of an incident for which indemnity is provided by this section the **insurer** will replace the Child Seat with a new Child Seat of the same or like type, make, model and specification provided that such a replacement is available. Any such payment will not be subject to any **excess** which would otherwise be payable.

4. Hotel, Restaurant or Similar Organisation

The **insurer** will indemnify the **insured** when The Insured Vehicle is in the custody or control of any hotel, restaurant or similar organisation solely for the purposes of parking and that for the purposes of this clause any driving restriction specified within this policy will not apply.

5. Incorrect Fuelling

The **insurer** will indemnify the **insured** for the costs of draining and cleansing the fuel tank of The Insured Vehicle as a consequence of accidental filling of the fuel tank with the incorrect fuel for the type of engine. Any such payment will not be subject to any **excess** which would otherwise be payable.

6. Emergency Hotel and Travel Expenses

The **insurer** will pay the cost or provide indemnity in respect of:

- a) hotel expenses up to £250 for the driver and each passenger up to a maximum amount of £750 in connection with any one claim
- b) travel expenses up to a maximum amount payable in connection with any one claim of £250.

Cover will only apply:

- i) if The Insured Vehicle is immobilised as a result of **damage** or loss
- ii) if The Insured Vehicle is lost as a result of theft covered under Section 9
- iii) where the **damage** or loss necessitates an unplanned overnight stop.

7. Battery Coverage (Leased or Hired)

If **damage** to an Electric Vehicle gives rise to a valid claim under Sections 9 and 10 any payment may, at the **insurer's** discretion, be made to the owner of the Electric Vehicle's battery, or batteries, if the battery is leased or hired.

8. Battery Cover

The **insurer** will indemnify the **insured** in the event of **damage** to an Electric Vehicle's battery, regardless of whether any **damage** has occurred to the Electric Vehicle itself. This includes **damage** to the battery as a result of a power surge whilst charging but excludes **damage** caused by construction or material defects on the part of the manufacturer.

Section 11 – Age and Inexperienced Driver Excess

In the event of **damage** to The Insured Vehicle (as detailed in Section 10) whilst being driven by or in charge of any persons who is:

- a) under 25 years of age
- b) age 25 years or over and:
 - i) holds a provisional licence
 - ii) has held a licence other than a provisional licence for less than 12 months

the **insured** will be responsible for the **excess** as specified in the Schedule.

Section 12 – Repairs/Spare Parts

Following a claim under Sections 9 or 10 the **insurer** will:

- a) pay the reasonable cost of removal to the nearest competent repairer and delivery to the **insured** when repairs have been completed
- b) at its discretion repair or replace The Insured Vehicle or its accessory or make a cash settlement not exceeding the market value of The Insured Vehicle or its accessory at the time of the **damage**
- c) not be liable for a greater sum than the makers' last list price in the United Kingdom for the supply of any spare part and at the **insurer's** discretion a cash settlement on this basis may be made if a spare part cannot be obtained. If the supply of any spare part is delayed or repair is postponed and the **insured** uses the vehicle in a damaged condition the **insurer** will not be liable for the cost of any further **damage** so caused.

Repairs may be commenced if a completed claim form and detailed estimate are sent to the **insurer** on the day instructions are given. Where instructions to repair The Insured Vehicle are given by the **insured** any damaged part which has been replaced should be retained for a period of 10 days following completion of the repairs.

Section 13 – Personal Effects

The **insurer** will indemnify the **insured** or at the request of the **insured** any other person in respect of **damage** to personal effects (other than money) whilst in or on The Insured Vehicle resulting from fire theft attempted theft or accidental means provided that:

- a) the amount payable in respect of any one occurrence will not exceed the sum specified in the Schedule as the Limit
- b) the **insurer** may at its option repair replace or pay in cash the current market value of any such personal effects
- c) receipt by the person indemnified will constitute a discharge in respect of any claim under this Section.

Section 14 – Medical Expenses

The **insurer** will at the request of the **insured** pay the cost of medical expenses in respect of any person who sustains bodily injury while in The Insured Vehicle caused by accidental means in connection with the use of The Insured Vehicle.

The **insurer's** total liability under this section is:

- a) the amount stated in the Schedule in respect of each person for any one accident in Great Britain or Northern Ireland
- b) £5,000 in respect of any accident in the European Union provided that:
 - i) all occupants of the The Insured Vehicle are residents of the United Kingdom
 - ii) the **insurer** will not be liable for the cost of medical expenses covered by a separate insurance policy with the **insurer**.

Section 15 – Hiring Agreements

If to the knowledge of the **insurer** The Insured Vehicle is the subject of any contract or hire purchase agreement all settlements made in cash under Sections 9 and 10 will be to the owner whose receipt will constitute a discharge.

Section 16 – Trailers

The indemnity provided by Section 2 and Sections 9 and 10 if operative will apply in respect of any trailer the property of or in the custody or control of the **insured** provided that:

- a) for the purpose of Section 2 Exception (b) The Insured Vehicle and any attached trailer will together be deemed to constitute one Insured Vehicle
- b) the **insurer** will not be liable by virtue of this Section to indemnify the **insured** in connection with The Insured Vehicle or trailer while The Insured Vehicle is drawing a greater number of trailers in all than is permitted by law.

Section 17 – Unauthorised Use

The **insurer** will indemnify the **insured** in the terms of Section 2 and Sections 9 and 10 if operative whilst The Insured Vehicle is being used without the knowledge or consent of an authorised official of the **insured**. The **insurer** will not be liable under the terms of this Section to indemnify any person driving or using The Insured Vehicle.

Section 18 – Geographical Limits

This Part applies within the geographical limits of:

- a) the **territorial limits**
- b) any member country of the European Union
- c) any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/EEC)
- d) any other country for which the **insured** has requested and the **insurer** has agreed to provide indemnity and in transit (including processes of loading and unloading) between ports in countries within the geographical limits provided that such transit is by a recognised route of not longer than 65 hours' duration under normal conditions

Section 19 – Foreign Use

- a) The **insurer** will indemnify the **insured** against liability for the payment of general average, salvage sue and labour charges arising from transportation by sea provided that in respect of The Insured Vehicle Section 10 is operative.
- b) The **insurer** will indemnify the **insured** in respect of the enforced payment of customs duty following **damage** to The Insured Vehicle giving rise to a valid claim under Section 9 or 10.

Section 20 – Special Exclusions

The **insurer** will not be liable for:

1. Unauthorised Use

any claim directly or indirectly arising from use of The Insured Vehicle otherwise than in accordance with the limitations as to use specified in the Certificate of Motor Insurance except to indemnify the **insured** only whilst The Insured Vehicle is in the custody of a member of the motor trade for the purpose of maintenance or repair

2. Licence to Drive

any claim directly or indirectly arising from the driving of The Insured Vehicle by any person who to the knowledge of the **insured** does not hold a licence to drive unless the person has held and is not disqualified from holding or obtaining such a licence. This Exclusion will not apply when a licence is not required by law

3. Earthquake, Riot and Civil Commotion

any accident, death, bodily injury or **damage to property** except under Section 2 arising during or in consequence of:

- a) earthquake occurring outside the **territorial limits** or any member state of the European Union
- b) riot or civil commotion occurring:
 - i) in Northern Ireland
 - ii) outside Great Britain, the Isle of Man, the Channel Islands or any member state of the European Union.

4. Contractual Liability

any liability which attaches by virtue of an agreement which would not have attached in the absence of such agreement unless the conduct and control of any claim is vested in the **insurer** but in any event there will be no indemnity provided in respect of liquidated damages or under any penalty clause

5. Lessor Negligence

The owner of a vehicle leased to the **insured** where liability is caused by the negligence of such owner or the servant or agent of such owner.

Section 21 – Special Conditions

1. Vehicle Maintenance

The **insured** will take all reasonable steps to maintain and use The Insured Vehicle in a safe condition and to comply with statutory regulations.

2. Law Applicable

This part is governed, in relation to The Insured Vehicles insured under this part, by the law of the place within England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands where The Insured Vehicle is used during the majority of the period of insurance or if there is any disagreement about which law applies, the law of the place where The Insured Vehicle is registered. The **insured** agrees to submit to the exclusive jurisdiction of the courts in that place.

Section 22 – Cover

Cover applies within the geographical limits as detailed in Section 18 in respect of death of or bodily injury to any person or **damage to property** caused or arising in the Period of Insurance stated in the Schedule. The extent of cover applicable is as stated in the Schedule or any relevant Endorsement and the following meanings apply to words and expressions used.

A. Comprehensive

Sections 1 to 22 apply.

B. Comprehensive Excluding Windscreens

Sections 1 to 22 apply apart from Section 10 which is cancelled solely in respect of claims for the breakage of glass Windscreens windows or sunroofs.

C. Third Party, Fire and Theft

Sections 1 to 9 and 12 to 22 apply.

D. Third Party and Fire

Sections 1 to 9 and 12 to 22 apply. Section 9 is cancelled other than in respect of **damage** caused by fire.

E. Third Party and Theft

Section 1 to 9 and 12 to 22 apply. Section 9 is cancelled other than in respect of **damage** caused by theft or attempted theft.

F. Third Party

Sections 1 to 8 and 16 to 22 apply.

Section 23 – Excess

Applicable only where specified in the Schedule(s).

Any **excess** specified in the Schedule(s) will apply to each of The Insured Vehicles in accordance with the following:

K. Accidental Damage

Section 10 **damage** other than **damage** to glass Windscreens windows or sunroofs.

L. Fire

Section 9 **damage** caused by fire.

M. Theft

Section 9 **damage** caused by theft or attempted theft.

N. Windscreens

Section 10 breakage of Windscreen requiring replacement.

P. Third Party

Section 2.

Q. Theft Total Loss

Section 9 **damage** caused by theft or attempted theft where such **damage** renders The Insured Vehicle a total loss constructive or otherwise.

Any **excess** specified in the Schedule(s) will be in addition to any other **excess** which may apply.

Section 24 – Additional Covers

Applicable only where specified in the Schedule(s)

T. Continuing Hire Charges

In the event of the **insured** being liable to pay continuing hire charges incurred under a contract with the owner of a vehicle on temporary hire to the **insured** as a direct result of loss or **damage** caused to such vehicle and which is the subject of indemnity under Section 9 or 10 the **insurer** will pay such charges for a period not exceeding 120 days from the date of the occurrence provided that:

- a) the **insurer** will not be liable for the first 72 hours of such charges
- b) the amount payable in respect of any one occurrence will not exceed the sum specified in the Schedule as the Limit.

Sections 9 and 10 Exception (c) will not apply to this cover.

U. Occasional Business Use

At the request of the **insured** this Part will apply in respect of any Motor Car not the property of hired lent or provided by the **insured** whilst being used in connection with the **business**.

General Condition 7 will not apply to this cover.

V. Loss of No Claim Discount/Excess

Special Definitions for this Additional Cover

Excess

the first part of each and every claim under a current Motor Car policy which is not compulsorily imposed following an insurer's underwriting consideration of a proposal form or renewal of such policy.

No Claim Discount

a discount allowed by an insurer by way of a reduction from normal premium payable in recognition of a period or periods of insurance without claim under a Motor Car policy.

Person Insured

anyone authorised by the **insured** to use a Motor Car in connection with the **business**.

Cover

The **insurer** will indemnify the Person Insured in respect of:

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

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

Exceptions

The **insurer** will not be liable for:

- a) any claim which is a direct result of the use of a Motor Car by the Person Insured between their domestic residence and their normal place of work
- b) any temporary payment of an Excess or loss of No Claim Discount
- c) any amount in excess of:
 - i) £500 in respect of loss of or reduction in No Claims Discount
 - ii) £100 in respect of payment of an Excessfor any Person Insured in any Period of Insurance

Special Conditions

1. In the event of loss of No Claim Discount the **insurer** will pay the loss of or reduction in the ensuing years No Claim Discount between that earned and that which would have been earned had the accident not occurred.
2. The calculation of the amount to be paid will be based on the scale of No Claim Discount in force at the time of the accident.
3. On request the Person Insured will provide from their Motor Car insurer evidence stating:
 - a) the amount of No Claim Discount permanently lost
 - b) the scale of No Claim Discount
 - c) the date of the accident and location
 - d) the amount and reason the Excess applied.

W. Hiring Charges

In the event of **damage** to The Insured Vehicle giving rise to a valid claim under Sections 9 and 10 the **insurer** will indemnify the **insured** in respect of the cost of hiring a replacement vehicle of a similar model and performance provided that:

- a) the amount payable in respect of any one occurrence will not exceed the sum specified in the Schedule as the Limit
- b) no cover will apply in respect of the first 48 hours of any period of hire
- c) the **insurer** will not be liable as a result of **damage** occurring elsewhere than within the **territorial limits** or the Republic of Ireland
- d) the **insured** shall take all reasonable steps to mitigate loss and expedite repairs reinstatement or replacement of The Insured Vehicle.

X. Termination Charges

The **insurer** will indemnify the **insured** in respect of termination charges and/or penalty charge and/or loss of advance rental incurred by the **insured** in respect of the early termination of any Motor Car lease agreement entered into by the **insured** provided that:

- a) the early termination is caused by or is as a direct result of **damage** giving rise to a valid claim under Sections 9 or 10
- b) the amount payable in respect of any one occurrence will not exceed the sum specified in the Schedule as the Limit
- c) the **insurer** will not be liable in respect of a charge incurred as a result of excess mileage.

Part J – Motor Legal Expenses and Uninsured Loss Recovery

The **insurer** for this Part of the policy is DAS Legal Expenses Insurance Company Limited ('DAS'). DAS is the underwriter and provides the legal protection insurance under this section

This Part of the policy will apply as specified in the schedule and should be read in conjunction with part I.

Section 1 – Special Definitions

The following wordings have these meanings wherever they commence with a capital letter in this Part of the policy

Costs and Expenses

All reasonable, proportionate and necessary costs chargeable by the Representative and agreed by the **insurer** in accordance with the DAS Standard Terms of Appointment.

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or pays them with the **insurer's** agreement.

DAS Standard Terms of Appointment

The terms and conditions (including the amount the **insurer** will pay to a Representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).

Where a law firm is acting as a Representative the amount the **insurer** will pay is currently £100 per hour. This amount may vary from time to time.

Date of Occurrence

For civil cases, 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 the **insured** first became aware of it.)

Insured Person

The **insured** and any passenger or driver who is in or on the Insured Vehicle with the **insured's** permission. Anyone claiming under this section must have the **insured's** agreement to claim.

Insured Vehicle

Any Vehicle as defined in part I.

Period of Insurance

The period for which the **insurer** has agreed to cover the Insured Person.

Preferred Law Firm

A law firm, barrister or tax expert the **insurer** chooses to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with the **insurer's** agreed service standard levels, which the **insurer** audits regularly. They are appointed according to the DAS Standard Terms of Appointment.

Reasonable Prospects

The prospects that an Insured Person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.

A Preferred Law Firm, on the **insurer's** behalf, will assess whether there are Reasonable Prospects.

Representative

The Preferred Law Firm, law firm, or other suitably qualified person the **insurer** will appoint to act on the Insured Person's behalf.

Territorial Limit

The United Kingdom of Great Britain and Northern Ireland, 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.

Uninsured Losses

Losses which an Insured Person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

REPORTING A CLAIM

Please do not ask for help from a lawyer, before the **insurer** has agreed that the **insured** should do so. If the **insured** does, the **insurer** will not pay the costs involved even if they accept the claim.

Phone the **insurer** on **0800 783 6066** as soon as possible after the accident to speak to one of the **insurer's** dedicated customer claims handlers. If the **insured** is calling from outside of the UK, please phone the **insurer** on **+44 29 2085 4069**

Section 2 – Cover

Insured Incidents

Costs and Expenses incurred to recover Uninsured Losses after an event which causes:

- (a) **damage** to the Insured Vehicle or to any property belonging to an Insured Person in or on the vehicle; and/or
- (b) death or bodily injury to an Insured Person whilst travelling in or on the Insured Vehicle.

The **insurer** agrees to provide the insurance described in this policy section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy section, provided that:

- 1 Reasonable Prospects exist for the duration of the claim
- 2 the Date of Occurrence of the insured incident is during the Period of Insurance
- 3 any legal proceedings will be dealt with by a court, or other body which the **insurer** agrees to, within the Territorial Limit
- 4 the insured incident happens within the Territorial Limit.

What the insurer will pay

The **insurer** will pay a Representative, on behalf of an Insured Person, Costs and Expenses incurred following an insured incident, provided that:

- (a) the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- (b) the most the **insurer** will pay in Costs and Expenses is no more than the amount the **insurer** would have paid to a Preferred Law Firm. The amount the **insurer** will pay a law firm (where acting as a representative) is currently £100 per hour. The amount may vary from time to time
- (c) in respect of an appeal or the defence of an appeal, the Insured Person must tell the **insurer** within the time limits allowed that they want to appeal. Before the **insurer** will pay the Costs and Expenses for appeals, the **insurer** must agree that Reasonable Prospects exist
- (d) 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 the **insurer** will pay in Costs and Expenses is the value of the likely award.

What the insurer will not pay

In the event of a claim, if an Insured Person decides not to use the services of a Preferred Law Firm, they will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by the **insurer**.

Section 3 – Special Exclusions

This section of the policy does not cover:

- 1. A claim where the Insured Person has failed to notify the **insurer** of the insured incident within a reasonable time of it happening and where this failure adversely affects the Reasonable Prospects of a claim or the **insurer** considers their position has been prejudiced.
- 2. Any Costs and Expenses incurred before the **insurer** accepts the claim.
- 3. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 4. Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority.
- 5. Any legal action an Insured Person takes which the **insurer** or the Representative have not agreed to or where the Insured Person does anything that hinders the **insurer** or the Representative.

6. A dispute with the **insurer** not otherwise dealt with under special condition 7.
7. The Insured Vehicle being used by anyone, with the Insured Person's permission, who does not have valid motor insurance.
8. Any claim where an Insured Person is not represented by a law firm or barrister.

Section 4 – Special Conditions

1. An Insured Person must:
 - a) co-operate fully with the **insurer** and the Representative;
 - b) give the Representative any instructions that the **insurer** asks the **insured** to.
2.
 - a) On receiving a claim, if representation is necessary, the **insurer** will appoint a Preferred Law Firm as the **insured's** 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 Representative 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 to act as the Representative.
 - c) If the **insured** chooses a law firm as the **insured's** Representative who is not a Preferred Law Firm, the **insurer** will give the **insured's** choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most the **insurer** will pay is the amount the **insurer** would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount the **insurer** will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.
 - d) The Representative must co-operate with the **insurer** at all times and must keep the **insurer** up to date with the progress of the claim.
3.
 - a) An Insured Person must tell the **insurer** if anyone offers to settle a claim and must not agree to any settlement without the **insurer's** expressed consent.
 - b) If an Insured Person does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
 - c) The **insurer** 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 the **insurer** to take over and pursue or settle a claim in their name. An Insured Person must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give the **insurer** all the information and help the **insurer** needs to do so.
4.
 - a) An Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited if the **insurer** asks for this.
 - b) An Insured Person must take every step to recover Costs and Expenses that the **insurer** has to pay and must pay the **insurer** any Costs and Expenses that are recovered.
5. If a Representative refuses to continue acting for the Insured Person with good reason or if the Insured Person dismisses a Representative without good reason the cover the **insurer** provides will end at once unless the **insurer** agrees to appoint another Representative.
6.
 - a) If an Insured Person settles a claim or withdraws their claim without the **insurer's** agreement or does not give suitable instructions to a Representative, the **insurer** can withdraw cover and will be entitled to re-claim any Costs and Expenses they have paid.
 - b) If during the course of a claim Reasonable Prospects no longer exist the cover the **insurer** provides will end at once. The **insurer** will pay any Costs and Expenses they have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement about the handling of a claim and it is not resolved through the **insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the **insurer** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

8. If there is a disagreement between an Insured Person and the **insurer** on the merits of the claim or proceedings, or on a legal principle, the **insurer** may suggest the Insured Person obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by the **insurer** and the cost expressly agreed in writing between the Insured Person and the **insurer**. Subject to this the **insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that the **insurer** has agreed to) or make a successful defence. This does not affect the Insured Person's rights under Special Condition 7.
9. An Insured Person must:
 - a) keep to the terms and conditions of this section of the policy
 - b) take reasonable steps to avoid and prevent claims
 - c) take reasonable steps to avoid incurring unnecessary costs
 - d) send everything the **insurer** asks for in writing; and
 - e) report to the **insurer** full and factual details of any claim as soon as possible and give the **insurer** any information they need.
10. If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.
11. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured's** business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

HOW TO MAKE A COMPLAINT

The insurer will always aim to give the insured a high quality service. If the insured thinks the insurer has let the insured down, the insured can contact the insurer by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH**
- completing the insurer's online complaint form at **www.das.co.uk/about-das/complaints**

Further details of the **insurer's** internal complaint-handling procedures are available on request.

If the **insured** is not happy with the complaint outcome or if the **insurer** has been unable to respond to the **insured's** complaint within 8 weeks, the **insured** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from **www.financial-ombudsman.org.uk**)

The **insured** can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**.

Using this service does not affect your right to take legal action.

DATA PROTECTION

To comply with data protection regulations the **insurer** of this section of the policy (DAS) is committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how the **insurer** collects and uses this information. A full copy of the **insurer's** privacy notice can be found on their website – www.das.co.uk/legal/privacy-statement. If you require a written copy of the **insurer's** privacy notice please email dataprotection@das.co.uk.

HOW THE INSURER COLLECTS THE INSURED PERSONS INFORMATION

The **insurer** will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via the **insurer's** partners when you:

- purchase a DAS product;
- request or obtain a quote;
- use the policy, such as making a claim or using one of the **insurer's** helplines;
- request an update on your claim;
- make a complaint;
- use the **insurer's** websites;
- contact the **insurer** or one of its partners by telephone, by post or email, or when you communicate via online channels.

Types of information the **insurer** will typically ask for includes basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. The **insurer** will also need details of your claim, which may include sensitive personal information depending on the nature of the claim. The **insurer** will always be clear why they need this information and the purposes for which they will use it.

HOW THE INSURER WILL USE YOUR INFORMATION

The **insurer** will use your information to:

- manage your policy;
- manage your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide you with the services outlined in your policy;
- handle complaints;
- provide quotes and sell policies.

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of the DAS Group. The **insurer** will also share information with your insurer or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of the DAS Group please visit the **insurer's** website www.das.co.uk/legal/privacy-statement.

Your information may be disclosed when the insurer believes in good faith that the disclosure is:

- required by law; or
- to protect the safety of DAS; employees, the public or DAS UK Group property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

WHAT IS THE INSURER'S LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

The **insurer** will use your personal information:

- because it is necessary for the performance of the **insurer's** contract with you or to take steps to enter into a contract with you;
- in order to comply with the **insurer's** legal obligations;
- because it is in the **insurer's** legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.

WHAT ARE THE INSURED'S RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk.

Part K – Inspection Contract

Section 1 – Definitions

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

Additional Services

all services that fall outside of the **inspection service**.

Annexes

the annexes forming part of this **contract** which can be viewed and downloaded from the **contractor's** website at www.zurich.co.uk/municipal.

CLAW

the Control of Lead at Work Regulations 2002 and regulation 4 of the Control of Substances Hazardous to Health (Amendment) Regulations 2004.

Commencement Date

the start date of the period of this **contract** stated in the schedule as the effective date from which the **contractor** will provide the **inspection service**.

Competent Person

the competent person as defined in the **regulations**.

Confidential Information

all technical, business and similar information relating to the business affairs of the **contract holder** and the **contractor** that is confidential or secret in nature.

Contract

this part including:

- a) the schedule
- b) the **inspection contract quotation**
- c) the location index.

Contract Holder

the company, person or persons or other legal entity stated in the schedule.

Contractor

Zurich Management Services Limited whose registered office is: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ Company Number 02741053.

CoSSH

the Control of Substances Hazardous to Health Regulations 2002 (as amended).

Defect

a defect in **plant** that could reasonably be expected to be detected by a **competent person** during an **inspection** and in respect of which it is the **contractor's** judgment that the **contract holder** should take action.

EAW

the Electricity at Work Regulations 1989.

Incident

an incident of damage, injury, loss or death caused or alleged to have been caused by a failure of **plant** following an **inspection** by the **contractor**.

Inspect, Inspected

to perform an **inspection**.

Inspection

a visual examination of **plant** by the **contractor** in accordance with:

- a) the **regulations** including a **thorough examination** where so required by the **regulations**
- b) the **scope**
- c) any **SAFed** guidance; and
- d) any written scheme of examination agreed between the **contractor** and the **contract holder** following a **risk assessment**.

Inspection Contract Quotation

the written quotation for the **inspection service** which sets out the proposed **inspection fee**.

Inspection Fee

the amount payable for the **inspection service** as stated in the schedule as varied from time to time in accordance with clause 2.6.

Inspection Frequency

the maximum interval between **inspections** as recommended by **SAFed** or required under any **regulations** as may be varied by the **competent person** acting in accordance with the **regulations**.

Inspection Interval

the period between **inspections** as requested by the **contract holder** which is no longer than the **inspection frequency** or in accordance with a **risk assessment**.

Inspection Service

the **inspection** of **plant** at **inspection intervals** and the provision of a **report** in accordance with this **contract**.

IRR

the Ionising Radiations Regulations 1999.

LOLER

the Lifting Operations and Lifting Equipment Regulations 1998.

Mid-Term Adjustment

a change in the **scope**, the list of **plant** or the **inspection interval**.

Normal Working Hours

between 08.00 hours and 17.00 hours Monday to Friday except for public holidays.

Plant

the machinery and equipment as stated in the item specification and kept at the **site**.

PSSR

the Pressure Systems Safety Regulations 2000.

PUWER

the Provision and Use of Work Equipment Regulations 1998.

Recommendations

any recommendations made or issues highlighted by the **contractor** in a **report** including advice on future maintenance of **plant** and recommended follow up tests and **inspections**.

Regulations

all statutes, statutory instruments, orders, laws, **regulations**, guidance and codes of practice issued by a **regulatory body** or industry body which are relevant to **plant** or to which the **contract holder** or the **contractor** are subject in respect of **plant** or the **inspection service**.

Regulatory Body

any competent governmental, statutory, regulatory or enforcement authority or regulator concerned with **plant** or its **inspection** including:

- a) the Health and Safety Executive
- b) United Kingdom Accreditation Service
- c) the police
- d) local authority Environmental Health Departments.

Report

a report in the **contractor's** standard format that provides details of **plant inspected** and the **inspection** that was undertaken including any **recommendations** and details of tests undertaken. The report is not a Health and Safety certificate.

Risk Assessment

a risk assessment that either:

- a) the **contract holder** has provided and that the **contractor** is able to adopt in accordance with the **regulations**
- b) the **contractor** has provided to the **contract holder** (which would be an **additional service**).

SAFed

the Safety Assessment Federation or any successor body.

Scope

the scope of the **inspection** as limited and explained in this **contract**.

Site

the locations where **plant** is located as set out in the item specification.

Thorough Examination

a systematic and detailed visual examination of **plant** by a **competent person** which is intended to detect any **defects** which are or may become dangerous and which are apparent at the date of examination.

Zurich Engineering

Zurich Engineering a trading name of Zurich Management Services Limited.

Zurich Group

Zurich Insurance Group, a company incorporated in Switzerland (No. CH020.3.023.083-6) Mythenquai 2, Zürich, Switzerland 8002, and its subsidiaries.

Section 2 – Terms and Conditions

2.1 Confidentiality

- a) Neither the **contract holder** nor **contractor** will disclose or communicate to any third party any **confidential information** obtained from the other party as a result of this **contract**. The **contractor** is entitled to share **confidential information** within the **Zurich Group**.
- b) Nothing in this clause will impose an obligation of confidentiality on information:
 - i) already in the public domain
 - ii) that was rightfully in the possession of such party prior to the **commencement date**
 - iii) that is required to be disclosed pursuant to any **regulations** or required by a **regulatory body**.
- c) The obligations under this clause will come into effect on the **commencement date** and will survive termination.

2.2 Continuity Clause

In consideration of a discount being incorporated in the **inspection fee** the **contract holder** undertakes to offer annually the **inspection service** under this **contract** on the terms and conditions in force at the expiry of each period of **contract** and to pay the **inspection fee** in advance it being understood that:

- a) the **contractor** will be under no obligation to accept an offer made in accordance with this condition
- b) the **inspection fee** will be amended at each renewal date in line with the change in the Average Weekly Earnings – Regular Pay – Whole Economy – 3 month average Index during the period of 12 months which expires 3 months prior to the month of renewal.

Payment of the **inspection fee** or renewal **inspection fee** will be deemed acceptance by the **contract holder** of this condition.

2.3 Contract Duration and Renewal

This **contract** will start on the **commencement date** and continue until the end of the period of **contract** unless the **contract holder** or **contractor** terminate it in accordance with clause 2.11.

2.4 Contract Holder's Responsibilities

- a) Notwithstanding the **contractor's** obligations to the **contract holder** under this **contract** it remains the **contract holder's** legal duty to ensure that **plant** is **inspected** as required by the **regulations** and to make any necessary notifications or reports confirming that **inspection** has taken place.
- b) In particular the **contract holder** is responsible for ensuring that **plant** is **inspected** within the **inspection frequency** or in accordance with a **risk assessment** which meets the **regulations**. The **contractor** recommends that the **contract holder** establish a system to monitor the frequency of **inspections** in order to ensure compliance with the **regulations**.
- c) The **contract holder** will notify the **contractor** in advance of the dates before which **inspection** is required giving sufficient notice for the parties to arrange a mutually convenient appointment.
- d) The **contract holder** will liaise with the **contractor** to ensure the planning and carrying out of the **inspection service** as effectively as possible. The **contract holder** will use reasonable endeavours to assist the **contractor** to complete the **inspection** and will not act or fail to act in such a way that might prevent the **contractor** from providing the **inspection service** in line with this **contract**.
- e) At or prior to the **inspection** the **contract holder** will provide the **contractor** with relevant information of:
 - i) any changes to the quantity of **plant**
 - ii) any **plant** that is being operated outside the scope of usual operating conditions
 - iii) any modification to **plant** that has been made since the last **inspection**
 - iv) any **recommendations** whether made by the **contractor** or any third party
 - v) the service history of **plant**
 - vi) any information and documents that the **contractor** may reasonably request to enable the **contractor** to perform the **inspection**.
- f) The **contract holder** will have **plant** properly cleaned and prepared for **inspection**.
- g) The **contract holder** will provide the **contractor** with safe access to the **site** and a safe working environment on the **site**. The **contract holder** will make available any of their staff, premises, facilities, ancillary testing equipment and access equipment as the **contractor** may reasonably request to enable the **contractor** to perform the **inspection**.
- h) The **contract holder** retains sole responsibility for the operation of **plant**. Where the operation of **plant** or any ancillary equipment is required for an **inspection** the **contract holder** will make available a skilled and qualified operator of the relevant **plant** and any ancillary equipment.
- i) After the **contractor** has completed the **inspection** the **contract holder** is responsible for the reassembly of **plant** except that if the **contractor** removes an inspection cover to perform the **inspection** the **contractor** will put it back in place.
- j) Should an **incident** occur the **contract holder** will notify the **contractor** immediately of such **incident** and the involvement of any **regulatory body**. The **contract holder** will provide the **contractor** with all information, documents and assistance as the **contractor** may reasonably request to enable the **contractor** to investigate and understand the **incident**, its causes and effects including access to the **site**, **plant**, the **contract holder's** staff and facilities with reasonable notice.
- k) The **contract holder** will act on the information provided in Report of Visit or Customer Advice notifications and will remove **plant** from service where the **contractor** has notified the **contract holder** that an **inspection** that was due could not be started or completed.

2.5 Contractor's Responsibilities

- a) The **contractor** will **inspect plant** at the **site** in line with the **scope** and within **normal working hours**. The **contractor** will use reasonable endeavours to carry out **inspections** at intervals no longer than the **inspection frequency** or more frequently if set out in the **scope**. The **contractor** will only carry out **inspections** less frequently than the **inspection frequency** where it is in accordance with a **risk assessment**.
- b) The **contractor** will act as a **competent person** for the **inspection** and will use reasonable endeavours to ensure that the person performing the **inspection** possesses all necessary skills, experience and qualifications to the extent required by the **regulations** for the **inspection** of the relevant **plant**.

- c) The **contractor** will only **inspect plant** that the **contract holder** makes available to the **contractor** and which is in a suitable condition for the **inspection** to take place. If **plant** or any part of **plant** cannot be located or is not made available by the **contract holder** for **inspection** the **report** will state which **plant** or which part of **plant** the **contractor** did not **inspect** and give the reason for this and the **contractor** will not be liable for any failure to **inspect** that **plant**. The **contractor** will notify the **contract holder** in writing within 14 days of any abortive attempts to arrange or attend an **inspection**.
- d) The **inspection service** does not cover the preparation, operation, repair or maintenance of **plant**. If the **contractor** removes an inspection cover to perform the **inspection** the **contractor** will put it back in place.
- e) While the **contractor** is on site the **contractor** will comply with the **contract holder's** safe systems of work as notified by the **contract holder** provided they do not conflict with **annex 4**. The **contractor** reserves the right not to carry out an **inspection** if in the **contractor's** reasonable opinion to do so would pose an unacceptable risk to the health, safety or welfare of the **contractor**, the **contract holder** or any other person and the **contractor** will notify the **contract holder** of this.
- f) The **contractor** will provide the **contract holder** with a **report** setting out:
 - i) **plant** which has been **inspected**
 - ii) the **scope** of the **inspection**
 - iii) the **regulations** which have been applied
 - iv) whether any supplementary testing or **additional services** have been carried out
 - v) the findings of the **inspection** noting any **defects**. The **contractor** will report **defects** to the **regulatory body** where required to do so by the **regulations**.
- g) The **contractor** will categorise **defects** as A-immediate, A-timed or B-**defects** in line with **annex 3**. In summary:
 - i) A **defects** pose a risk of injury as specified in the **regulations**.
 - ii) A-immediate **defects** are where the risk of injury is immediate or imminent and should be addressed by the **contract holder** before the **plant** is used.
 - iii) A-timed **defects** are where the risk of injury is posed in the future and should be addressed by the **contract holder** before the date specified in the **contractor's report**.
 - iv) B-**defects** may pose a risk of injury but a risk other than as specified in or intended to be addressed by the **regulations**.
- h) The **report** may bring to the **contract holder's** attention other noticeable and obvious **defects** that fall outside the **scope** although the **contractor** is not obliged to do so. The **contractor** will not assess the impact of such other **defects** and it will remain the **contract holder's** sole responsibility to assess them and decide what action to take.
- i) Where the **contractor** has been unable to start or to complete an **inspection** that was due for whatever reason the **contractor** will issue a Report of Visit or Customer Advice notification explaining why the **inspection** could not be completed. The Report of Visit or Customer Advice will be given a reporting status as per **annex 3**.
- j) The **contractor** will issue the **report** to the **contract holder** within 14 days following completion of the **inspection**. Where any **plant** is judged to give rise to 'A' **defects** the **contractor** will also issue a handwritten report prior to leaving the **site** identifying the relevant **plant** and the danger.
The **report** is issued electronically by default as well as in paper hard copy format where preferred or necessary.
The **contract holder** agrees that the **report**:
 - i) confirms the condition and operability of **plant** at the date of **inspection** only; and
 - ii) is not a health and safety certificate nor evidence of full legal compliance of **plant**.

2.6 Contract Price and Payment

- a) The **contractor** is entitled to invoice the **contract holder** for the **inspection fee** on the **commencement date**.
- b) The **inspection fee** is set out in the schedule. The **contract holder** must notify the **contractor** immediately if the list of **plant** is incorrect.
- c) The **contractor** is entitled to adjust the **inspection fee** where:
 - i) any information the **contract holder** provides to the **contractor** or the list of **plant** is not accurate
 - ii) the **contract holder** advises the **contractor** of any alterations, modifications or other information regarding **plant**
 - iii) the **contract holder** and **contractor** agree in writing to any **mid term adjustments**.

- d) The **contractor** is entitled to increase the **inspection fee** where:
 - i) **inspections** are undertaken outside **normal working hours** at the **contract holder's** request
 - ii) the **contract holder** requires that the **contract holder's** representatives undertake training specific to the **contract holder's** own health, safety and welfare procedures
 - iii) the **contractor** is unable to carry out an **inspection** at an agreed time through no fault of the **contractor**
 - iv) the **contract holder** requests that the **contractor** re-**inspect** any **plant** through no fault of the **contractor**
 - v) the **contract holder** requests paper or duplicate copies of any **report**.
- e) Where the **contractor** notifies the **contract holder** of an increase to the **inspection fee** during the period of **contract** the **contractor** is entitled to invoice the **contract holder** for the additional amount. Otherwise any change to the **inspection fee** will be set off against the **inspection fee** for the following period of **contract**.
- f) Unless the **contractor** agrees otherwise in writing the **contract holder** must pay all the **contractor's** invoices within 30 days of the date of invoice.
- g) Unless otherwise agreed in writing the **inspection fee** is in sterling and exclusive of VAT or any other similar tax or duty levied by any government or other authority.

2.7 General

- a) The **contractor** is entitled to apply any monies due to the **contract holder** under this **contract** in or towards any sum the **contract holder** owes the **contractor** in relation to any matter whatsoever and at any time.
- b) All notices to be given under this **contract** will be in writing and must be delivered by first class post or by email and will be deemed to have been delivered 48 hours after posting in the case of first class pre-paid letter and at the time stated in the delivery receipt in the case of email unless an undelivered message is received.
- c) Failure by either party to enforce any of the rights under this **contract** will not be taken as or deemed to be a waiver of such rights.
- d) If any term or provision of this **contract** is held illegal or unenforceable the remainder will remain in full force and effect.
- e) The **contract holder** may not assign, transfer or otherwise dispose of the **contract holder's** rights or obligations under this **contract** without the **contractor's** prior written consent. The **contractor** may assign this **contract** to another company in **Zurich Group**.
- f) No variation or modification of this **contract** will be valid unless in writing and signed by the **contract holder** and **contractor**.
- g) Nothing in this **contract** is intended to or will operate to create a partnership or joint venture of any kind between the **contract holder** and **contractor** or to authorise the **contract holder** or **contractor** to act as agent for the other or bind the other in any way.
- h) No third party is entitled to benefit from this **contract** whether under The Contracts (Rights of Third Parties) Act 1999 or otherwise.
- i) This **contract** represents the entire agreement between the **contract holder** and **contractor** and supersedes all prior agreements and representations made orally or in writing. In entering into this **contract** neither the **contract holder** nor the **contractor** have relied on nor will have any remedy in respect of any statement or other representation made orally or in writing made by the other.
- j) This **contract** will be governed by and construed in accordance with the laws of England and any dispute under or relating to this **contract** will be subject to the exclusive jurisdiction of the English courts.

2.8 Responsibility for Issues

- a) Except for the types of loss or damage set out in paragraphs c) and d) and subject to the limit of liability in paragraph e) if the **contractor** or the **contractor's** employees, agents or subcontractors are negligent in providing the **inspection service** or breach the **contractor's** obligations in this **contract** then the **contractor** will indemnify the **contract holder** against loss or damage which the **contract holder** suffers as a direct result of:
 - i) property damage
 - ii) injury to or death of any person
 - iii) claims brought against the **contract holder** by a third party.

- b) Except for the types of loss or damage set out in paragraph d) and subject to the limit of liability in paragraph e) if the **contract holder** or the **contract holder's** employees, agents or subcontractors are negligent or in breach of **contract** whether or not arising out of an **incident** then the **contract holder** will indemnify the **contractor** against loss or damage which the **contractor** suffers as a direct result of:
- i) property damage
 - ii) injury to or death of any person
 - iii) claims brought against the **contractor** by a third party.
- c) The **contractor** is not liable for:
- i) damage to any **plant** as a result of its failure to withstand a test applied as part of an **inspection**
 - ii) problems which arise or are made worse by the **contract holder** after an **inspection** including any loss or damage which is caused or contributed to by the **contract holder's** failure to follow or apply the **contractor's recommendations**
 - iii) loss or damage caused or contributed to by any modification to **plant** or use of **plant** outside of normal operating conditions where such modification or use has not been notified to the **contractor** by the **contract holder** before the last **inspection** prior to the date the loss or damage first arose; and
 - iv) any failure of **plant** unless the **contractor** as a result of the **contractor's** negligence or breach of this **contract** failed to notify the **contract holder** of a **defect** in the **report** which directly caused the failure of **plant**.
- d) Notwithstanding anything else contained in this **contract** neither the **contract holder** nor the **contractor** will be liable for loss of profits or contracts, loss of goodwill or any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.
- e) The **contract holder's** and **contractor's** contract liability will not exceed £10,000,000 in aggregate. For the purposes of this clause "contract liability" means liability howsoever arising under or in relation to this **contract** or the **inspection service** that is not unlimited under paragraph f) or excluded under paragraphs c) or d).
- f) Nothing in this **contract** excludes liability for injury to or death of any person caused by negligence or any other liability which cannot be limited or excluded by law (for which no limit applies).

2.9 Sanctions

Notwithstanding any other terms of this **contract** the **contractor** will not provide any service or benefit to the **contract holder** or any other party to the extent that such service, benefit and/or any business or activity of the **contract holder** would violate any applicable trade or economic sanctions law or regulation.

2.10 Subcontracting

The **contractor** may subcontract in whole or in part any of their obligations under this **contract**. The **contractor** will retain responsibility for the execution of any subcontracted work in accordance with this **contract**.

2.11 Termination

- a) The **contractor** may terminate this **contract** on 30 days written notice. If the **contract holder** has paid the **inspection fee** in full the **contractor** will refund the proportion of the **inspection fee** that covers any **inspections** that are outstanding.
- b) Either the **contractor** or the **contract holder** may terminate this **contract** by giving written notice to the other if the other:
- i) commits any breach of **contract** and fails to remedy the breach within 30 days after being required to do so in writing
 - ii) goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

Any refund is subject to clause 2.7 a)

Part L – Plant Protection

Section 1 – Special Definitions

Breakdown

- a) the failure, breaking, distortion, or burning out of any part of the Plant whilst in use arising from either mechanical or electrical defect in the Plant or failure or fluctuation of electricity supply necessitating repair or replacement of the Plant before it can resume normal working including resultant loss of cooling, lubricating or insulating oil, refrigerant or brine
- b) complete severance of a rope forming part of the Plant designed for lifting but not including breakage of wires or strands even if this necessitates replacement of such rope
- c) fracturing of any part of the Plant by frost when such fracture renders the Plant inoperative.

Collapse

sudden and dangerous distortion (whether or not attended by rupture) of any part of the Plant caused by crushing stresses by force of steam or other fluid pressure (other than pressure of ignited flue gases).

Explosion

sudden and violent rending of the Plant by force of internal steam or other fluid pressure (other than pressure of ignited flue gases) causing bodily displacement of any part of the Plant together with forcible ejection of the contents.

Fragmentation

Damage to Own Surrounding Property arising from fragmentation of any part of the Plant described in the plant specification.

Insured Damage

damage to Plant described in the Plant Specification as indicated by the applicable Cover Code(s).

Own Surrounding Property Damage

damage to the **insured's** own surrounding **property** directly resulting from Insured Damage to Plant and in the case of:

- a) boiler and pressure items described in the Plant Specification, **damage** caused by the escape of contents directly consequent upon and solely due to Explosion or Collapse
- b) lifts or lifting equipment described in the Plant Specification, **damage** caused by impact through the normal operation of such Plant even though the Plant itself is not damaged

but excluding such **damage** where caused by the escape of contents from the Plant except where specifically stated to be covered within this insurance.

Plant

as defined in Part K – Inspection Contract.

Plant Specification

as defined in Part K – Inspection Contract.

Reinstatement

- a) the rebuilding or replacement of **property** lost or destroyed which may be carried out:
 - i) in any manner suitable to the requirements of the **insured**
 - ii) upon another siteprovided the liability of the **insurer** is not increased
- b) the repair or restoration of **property** damaged

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

Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of:

- a) Insured Damage to Plant
- b) Own Surrounding Property Damage.

The **insurer's** liability will not exceed the amount specified in the Schedule as the Limit of Indemnity in respect of all claims arising out of any one occurrence or arising out of all occurrences of a series consequent upon or attributable to one source or original cause.

In the event of:

- i) **damage** to Plant which at the time of such **damage** is less than 2 years old
- ii) **damage** to the **insured's** own surrounding **property** (excluding stock in trade or goods in process of manufacture) caused by Explosion or Collapse of Plant

for which indemnity is provided by this Part, subject to the Reinstatement Special Conditions the basis upon which the amount payable will be calculated will be the Reinstatement of the Plant or surrounding **property** suffering **damage**.

Reinstatement Special Conditions

1. The liability of the **insurer** for the repair or restoration of **property** which is only partially damaged will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. Any additional amount which may be payable solely due to this Reinstatement provision will be paid only if:
 - a) Reinstatement commences and proceeds without unreasonable delay
 - b) the cost of Reinstatement has been actually incurred
 - c) at the time of its **damage** the **property** insured is not insured by any other insurance effected by or on behalf of the **insured** which is not upon the same basis of reinstatement.

Section 3 – Capital Additions

Subject to the Limit of Indemnity any item of Plant of a similar type to the Plant described in the Plant Specification which is newly acquired by the **insured** will be insured for the same cover for a period not exceeding 12 months from the time the **insured** becomes responsible for it provided that:

- a) such item is as far as the **insured** is aware, free from material defect, suitable for service, and in satisfactory working condition
- b) the item complies with any relevant statutory provisions for certification or examination prior to commencing operation
- c) the **insured** will provide details of the Plant and its location as soon as practical
- d) the **insurer** is entitled to withdraw cover if the Plant is found to be unsatisfactory for insurance following inspection.

Section 4 – Temporary Repairs/Expediting Costs

The **insurer** will pay reasonable additional costs incurred in effecting temporary repairs or for expediting permanent repairs to Plant including the cost of reasonable overtime payments provided the **insurer's** approval is first obtained and that the additional costs do not exceed 50% of the normal cost of repair or £3,000 whichever is the lower.

Section 5 – European Community and Public Authorities Clause

Subject to the following special conditions the insurance of each item of Plant described in the Plant Specification includes such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

1. European Community Legislation; or
2. Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereafter referred to as 'the Stipulations') in respect of **damage** to **property** insured

excluding:

- a) the cost incurred in complying with the Stipulations:
 - i) in respect of loss, destruction, or damage occurring prior to the granting of this extension
 - ii) in respect of loss, destruction, or damage not insured by the policy
 - iii) under which notice has been served upon the **insured** prior to the happening of the **damage**
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of any entirely undamaged property

- b) the additional cost that would have been required to make good the **property** lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by the owner thereof by reason of compliance with the Stipulations.

Special Conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **damage** or within such further time as the **insurer** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the **insurer** under this extension not being thereby increased.
2. If the liability of the **insurer** under this Part apart from this Section shall be reduced by the application of any of the terms and conditions of this Part then the liability of the **insurer** under this Section shall be reduced in like proportion.
3. The total amount recoverable under any item of this Part will not exceed the Limit of Indemnity.
4. Those terms and conditions of this Part which have not been varied by this Section will apply as if they had been incorporated in this Section.

Section 6 – Debris Removal

The **insurer** will pay for costs and expenses necessarily and reasonably incurred by the **insured** with the consent of the **insurer** in:

- a) removing debris of
- b) dismantling or demolishing
- c) shoring up or propping

the **property** insured following **damage** which is not excluded.

The liability of the **insurer** under this Part including costs and expenses under this Section in respect of any occurrence will in no case exceed the Limit of Indemnity stated in the Schedule.

The **insurer** will not pay any costs or expenses:

- i) incurred in removing debris except from the site of the **property** destroyed or damaged and the area immediately adjacent to the site
- ii) arising from pollution or contamination of **property** not insured by this Part.

Section 7 – Mitigating Costs

Subject to the Limit of Indemnity the **insurer** will pay reasonable costs incurred by the **insured** in taking exceptional measures to avoid or mitigate impending Insured Damage provided that **damage** would have been expected to have occurred in the absence of such action and does not stem from any defect within the Plant.

Section 8 – Payments on Account

Where liability is admitted under this insurance, the **insured** shall be entitled to receive payment as agreed with the **insurer** in advance of any final claim settlement.

Section 9 – Exclusions

The **insurer** will not be liable for:

1. **Maintenance**
the cost of maintenance, overhauls, alterations, improvements, additions or modifications but Insured Damage arising from such work is not excluded
2. **Wear and Tear**
wear and tear or gradual deterioration, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts or defective joints or seams but Insured Damage arising from such defects is not excluded
3. **Testing and Repair**
loss, destruction, or damage caused by or occurring during testing of Plant or by application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul
4. **Installation**
loss, destruction, or damage to the Plant during installation, erection or dismantling

5. Plant Movements

loss, destruction, or damage to the Plant during re-siting, transportation or removal but such **damage** to self propelled Plant travelling under its own power is not excluded

6. Foundations

loss, destruction, or damage to foundations, masonry, brickwork and chimneys

7. Batteries, Cables and Hoses

batteries, trailing cables or flexible hoses or parts made of glass all used in connection with mobile Plant

8. Tyre Damage

tyres when damaged by the application of brakes, or by cuts, bursts or punctures

9. Linings and Surfaces

loss, destruction, or damage to any non-metallic protective lining or the scratching of painted or polished surfaces

10. Underground Piping

flexible piping or any pipework buried in the ground or encased in concrete, masonry or brickwork used in connection with pressure Plant

11. Track

the track on which travelling cranes operate

12. Fire and Perils

loss, destruction, or damage by fire howsoever caused, lightning, explosion other than Explosion where cover code S or EC applies, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal at the Site or at any other premises or working site while temporarily removed

13. Consequential Loss

compensation in respect of loss of use, delay or detention or any other **consequential loss**

14. Tandem Lifting

loss, destruction, or damage arising from any raising or lowering operation in which a single load is shared between more than one item of lifting equipment

15. Chemical Action and Fire

loss, destruction, or damage arising from pressure of chemical action or ignited flue gases or ignition of the contents of the Plant

16. Road Risk

loss, destruction, or damage arising whilst any mobile Plant is travelling under its own power on a public road

17. Re-levelling

the cost of re-levelling an item of pressure Plant due to subsidence or ground movement unless accompanied by Insured Damage

18. Wilful Negligence

loss, destruction, or damage arising from the **insured's** wilful negligence or deliberate act

19. Goods Lifted

loss, destruction, or damage to **property** whilst being lifted, conveyed or handled by lifts or lifting equipment unless that **property** comprises personal effects and luggage of passengers being carried in or on a passenger lift, escalator or travelator

20. Date Recognition

loss, destruction, or damage or Mitigating Costs (under Section 7) directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any **data processing system** responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the property of the **insured** or not.

Section 10 – Excess

Each claim will be the subject of an **excess** the amount of which is shown in the Schedule. Unless stated otherwise the **excess** will apply individually to each and every loss.

Section 11 – Special Conditions

1. Obsolete or Foreign Plant

In the event of a claim involving Plant which is obsolete or of foreign manufacture and for which replacement parts cannot be supplied by the makers from stock, the **insurer's** liability in respect of such parts will be limited to the price of corresponding parts of current Plant of similar size and type together with the estimated cost of installing such parts.

2. Alterations

Any proposed alteration, addition or change of circumstances materially affecting:

- a) the working conditions of the Plant
- b) the insurance of the Plant

must be notified to the **insurer** as soon as possible.

3. Premium Adjustments

If during the Period of Insurance items of Plant are added or deleted, additional/return premium up to the next renewal date will be charged/returned at 50% of the agreed annual premium for the items of Plant concerned.

Terrorism Exclusion

This Policy does not cover loss, destruction, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

- a) any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - i) involves violence against one or more persons; or
 - ii) involves **damage to property**; or
 - iii) endangers life other than that of the person committing the action; or
 - iv) creates a risk to health or safety of the public or a section of the public; or
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in a) above.

In any action or suit or other proceedings where the **insurer** alleges that by reason of this Exclusion cover is not provided under this Policy, the burden of proving that cover is provided under this Policy shall be upon the **insured**.

Northern Ireland Exclusion

This Policy does not cover loss, destruction, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.

Section 12 – Cover Codes

Applicable as indicated in the Plant Specification

A) Alternative Standby Working

For any item of Plant which is operated alternately with another or is kept for standby purposes only, a reduced premium is applied.

B) Breakdown

As defined in Section 1.

E) Flue Gas Explosion

damage (other than by fire) directly consequent upon and solely due to explosion of ignited flue gases in the furnace or flues of the Plant.

EC) Explosion/Collapse

As defined in Section 1.

- F) Fragmentation
As defined in Section 1.
- G) Goods Being Lifted
damage to goods while such goods are being lifted, conveyed or handled by the Plant.
- L) Loss of Contents
- a) The loss, contamination or solidification of the contents of the Plant but excluding loss caused by evaporation, seepage or any form of normal trade loss.
 - c) The cost of removing any escaped liquid for which liability is admitted under a) above.
- R) Reinstatement
Subject to the Reinstatement Special Conditions set out in Section 2, the basis upon which the amount payable will be calculated will be the Reinstatement of the **property** suffering **damage**.
- S) Sudden and Unforeseen **damage**
damage which is sudden and unforeseen and necessitates immediate repair or replacement of the Plant, but excluding the cost of remedying or making good:
- a) **damage** to glass or non-metallic parts (other than shells constructed of fibre-glass) or the chipping or scratching of painted or polished surfaces
 - b) any gradually developing distortion or deformation or any wearing away or wasting of material
 - c) in respect of pressure Plant included in the Plant Specification:
 - i) any crack, partial fracture, blister, lamination, flaw or grooving which has not penetrated through the entire thickness of the material
 - ii) burning or distortion by heat of refractory linings or mechanical parts of furnaces, kilns, stoking or firing units
 - iii) defective joints or seams (other than joints between sections of cast iron sectional boilers or welded or brazed seams) unless directly resulting from overheating due to general deficiency of water in Plant under pressure.
- U) **Damage** to the **insured's** own surrounding **property** or **property** for which the **insured** is responsible arising from the normal use of Plant described in the Plant Specification.
- W) Ingress of Water
damage of Plant caused by accidental ingress of water.

Part M – Deterioration of Stock

Section 1 – Special Definitions

Contents of any Refrigerator or Cold Chamber

the term “contents of any refrigerator or cold chamber” will include **property** which is elsewhere on the premises but which would in the normal course be placed in any refrigerator or cold chamber for which cover is provided.

Plant Specification

the Plant Specification sets out details of the refrigerating plant together with the premises in which it is situated including the Sum Insured for each item.

Section 2 – Cover

The **insurer** will indemnify the **insured** subject to the Sum Insured, in respect of **damage** to the Contents of any Refrigerator or Cold Chamber caused by:

- a) rise or fall in temperature within the cold chamber of any machine described in the Plant Specification
- b) action of refrigerant fumes escaping from any machine described in the Plant Specification

resulting from any cause not otherwise excluded.

The **insurer's** liability will not exceed the sum insured stated in the schedule in any one period of insurance.

2.1 Additional Costs

The **insurer** will also indemnify the **insured** in respect of additional costs incurred by the **insured** with the **insurer's** consent for:

- a) obtaining a condemnation certificate issued by an environmental health officer as proof of loss in respect of any valid claim
- b) the disposal of Stored Goods for which a condemnation certificate has been issued as a result of an Accident for which the **insurer** has admitted liability
- c) the cleaning or decontamination of the Refrigeration Plant following an Accident for which the **insurer** has admitted liability.

The amount payable under additional costs will be in addition to the sum insured stated in the schedule and in respect of any one occurrence shall not exceed £25,000 or 10% of the sum insured stated in the schedule, whichever is the lesser.

Section 3 – Automatic Reinstatement

The Sums Insured stated in the Plant Specification will be automatically reinstated without additional premium from the date of occurrence of any claim of £1,000 or less.

Section 4 – Mitigating Costs

Subject to the Sum Insured the **insurer** will pay reasonable costs incurred by the **insured** in taking exceptional measures to avoid or mitigate impending **damage** provided that **damage** would have been expected to have occurred in the absence of such action.

Section 5 – Special Exclusions

The **insurer** will not be liable for loss, destruction, or damage resulting from:

1. **Experiments**
experiments involving the imposition of abnormal condition
2. **Maintenance or the Application of Tools**
the direct application or misapplication of a tool or process to any refrigerator or cold chamber in the course of alteration, maintenance, modification, overhaul or repair
3. **Wilful Negligence**
the wilful negligence or the deliberate act of the **insured**

4. Fire and Perils

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

5. Act of the Supply Authority

the deliberate act of any electricity supplier or the exercise by any such supplier of its power to withhold or restrict supply

6. Date Recognition

loss, destruction, or damage or Mitigating Costs (under Section 4) directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any **data processing system** responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date of dates

whether such **data processing system** is the property of the **insured** or not.

Section 6 – Excess

Each claim will be subject to an **excess** the amount of which is specified in the Schedule. Unless stated otherwise the **excess** will apply individually to each and every loss.

Section 7 – Special Conditions

1. Right to Inspect

The **insurer** will have the right to inspect any refrigerator or cold chamber described in the Plant Specification at all reasonable times.

2. Average

The Sum Insured by each item is declared to be separately subject to **average**.

For the avoidance of doubt clause c) iii) of general condition 4 will not apply.

Part N – Fidelity Guarantee

Section 1 – Cover

The **insurer** will indemnify the **insured** in respect of loss of **money** or other property belonging to the **insured** or in the **insured's** trust or custody for which the **insured** is legally responsible occurring as a direct result of any act of fraud or dishonesty committed by any Person Guaranteed specified in the Schedule during the Period of Insurance, provided that such loss is discovered not more than 24 months following:

- a) the termination of the insurance relative to the Person Guaranteed concerned in such loss; or
- b) the termination of employment with the **insured** of the Person Guaranteed or the last of the respective Persons Guaranteed if more than one was concerned with the fraud or dishonesty; or
- c) the termination of this Part

whichever happens first.

Section 2 – Auditors Fees

The **insurer** will indemnify the **insured** in respect of costs and expenses incurred by the **insured** in investigating and proving any act of fraud or dishonesty provided that the liability of the **insurer** will not exceed 10% of the amount otherwise payable under this Part in respect of such claim.

Section 3 – Automatic Reinstatement

Upon discovery of a loss leading to a valid claim under this Part the Sum Guaranteed will be reinstated by the amount of such loss as subsequently ascertained provided that:

- a) the amount by which the Sum Guaranteed is reinstated will only apply to acts of fraud or dishonesty committed subsequent to the date of such reinstatement
- b) the **insured** will pay any additional premium required by the **insurer**.

Section 4 – Exclusions

The **insurer** will not be liable for:

- a) any loss unless the **insured** within 6 weeks of engaging any **employee** obtains written references from former employers covering the whole period of 3 years immediately preceding the **employee's** engagement by the **insured**
- b) any loss unless the original references relating to any defaulting **employee** have been passed to the **insurer**
- c) any loss arising from the engagement of any **employee** or appointment of any **member**, who to the **insured's** knowledge previously committed any fraudulent or dishonest act (except for convictions regarded as spent under the Rehabilitation of Offenders Act 1974)
- d) any loss arising out of any act of fraud or dishonesty committed by any Person Guaranteed after the **insured** or any person acting on behalf of the **insured** has become aware of, or has reasonable grounds for suspicion of any act of fraud dishonesty or improper or irregular conduct on the part of that Person Guaranteed and this Exclusion will also be a bar to any claim involving such a Person Guaranteed acting in collusion with another or others even though such other person(s) may not have committed or have given reasonable grounds for suspicion of any act of fraud or dishonesty or irregular conduct
- e) any loss of interest or consequential loss of any kind
- f) any loss directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:
 - i) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
 - ii) any **data processing system** responding to or dealing in any way with:
 - 1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - 2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dateswhether such **data processing system** is the property of the **insured** or not
- g) an **excess** the amount of which is specified in the Schedule. Unless stated otherwise, the **excess** will apply to each and every loss.

Section 5 – Special Provisions

Insurer's Rights

The commencement of criminal proceedings against any Person(s) Guaranteed alleged by the **insured** to have committed any act of fraud or dishonesty will not be a condition precedent to the right of the **insured** to indemnity under this Part but in the event of the **insurer** being required to indemnify, the **insurer** will be entitled to exercise in the name of the **insured** (but at its own expense) for its own benefit all the **insured's** rights of action against the Person(s) Guaranteed or their estate(s). This Policy will be evidence of the **insurer's** leave so to do and the **insured** will provided all such assistance as the **insurer** may require in pursuit of the said rights.

Reduction of Claim

Any **money** or the value of any property in the hands of the **insured** and belonging to or otherwise due to any Person Guaranteed whose fraud or dishonesty has given rise to a loss for which a claim is made under this Part and which may legally be retained by the **insured** will be deducted from any amount that would otherwise be payable to the **insured**.

Sum Guaranteed

The Sum Guaranteed specified in the Schedule is the **insurer's** monetary limit in respect of:

- a) any one loss irrespective of the number of Persons Guaranteed involved
- b) the total of all losses discovered during any one Period of Insurance. Any losses discovered within the 24 month period allowed under Section 1(c) will be treated as having been discovered during the final Period of Insurance
- c) the total liability of the **insurer** during any number of Periods of Insurance and for any number of losses forming the basis of any one claim whether under this Part or any similar policies issued in addition thereto or in substitution therefor.

Where more than one Sum Guaranteed appears in the Schedule the **insurer's** monetary limit will be the higher Sum Guaranteed relevant to the Persons Guaranteed involved in the loss or losses.

Part O – Personal Accident

Section 1 – Special Definitions

Accident

- a) violent, accidental, external and visible means; or
- b) unavoidable exposure to the elements.

Activities

official duties in connection with the **business** including journeys directly connected therewith.

Annual Earnings

- a) the gross basic annual wage or salary (inclusive of emoluments, guaranteed overtime and local weightings) from the **insured** of the Person Insured at the date of sustaining bodily injury; or
- b) the gross earnings from the **insured** of the Person Insured during the 12 months preceding the date of sustaining bodily injury

whichever is the greater.

Assault

- a) violent or criminal assault; or
- b) attack by animals; or
- c) explosion or whilst searching for explosives.

Person Insured

as specified in the Schedule.

Weekly Earnings

the gross average weekly earnings from the **insured** of the Person Insured during the 52 weeks preceding the date of sustaining bodily injury.

Section 2 – Accident Cover

In the event of any Person Insured whilst engaged in the Activities sustaining bodily injury by Accident (other than Assault) during the Period of Insurance as a result of which death or disablement occurs independently of any other cause within 24 months of sustaining such injury, the **insurer** will pay to the **insured** such of the amounts payable under Section 6 as are applicable.

In the event of the disappearance of any Person Insured and where the **insurer** agrees after a suitable time has elapsed that it is reasonable to assume that such Person Insured has died as a result of sustaining bodily injury by Accident (other than Assault) whilst engaged in the Activities, the **insurer** will pay the appropriate amount payable in respect of death to the **insured** subject to a signed undertaking from an authorised person that if the assumption of death is subsequently found to be wrong the amount paid in settlement will be refunded.

The **insurer** will also provide indemnity in respect of **damage** to personal effects consisting of money, articles of clothing, footwear and other property worn or carried by the Person Insured when such **damage** arises as a result of the Person Insured sustaining bodily injury for which the **insurer** is liable to pay compensation under this Section provided that the **insurer** will not pay more than the sum of £5,000 in respect of **damage** to personal effects of any one Person Insured.

Section 3 – Assault Cover

In the event of any Person Insured whilst engaged in the Activities sustaining bodily injury by Assault during the Period of Insurance as a result of which death or disablement occurs independently of any other cause within 24 months of sustaining such injury, the **insurer** will pay to the **insured** such of the amounts payable under Section 6 as are applicable.

In the event of the disappearance of any Person Insured and where the **insurer** agrees after a suitable time has elapsed that it is reasonable to assume that such Person Insured has died as a result of sustaining bodily injury by Assault whilst engaged in the Activities, the **insurer** will pay the appropriate amount payable in respect of death to the **insured** subject to a signed undertaking from an authorised person that if the assumption of death is subsequently found to be wrong the amount paid in settlement will be refunded.

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

Section 4 – Exclusions

The **insurer** will not be liable to pay compensation in respect of death or disablement or provide indemnity for **damage** caused directly or indirectly by:

- a) intoxication of, or the illegal use of drugs by any Person Insured, or through sexually transmitted disease
- b) deliberate exposure to unnecessary danger (except in an attempt to save human life)
- c) racing of any kind other than on foot
- d) air travel other than as a passenger in a licensed passenger carrying aircraft
- e) with effect from the 2004 renewal date the **insurer** will not be liable for any actual loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.

Section 5 – Special Conditions

1. In the event of any incident giving or likely to give rise to a claim under this Part the **insured** will as soon as possible and at the **insured's** own expense:
 - a) inform the **insurer** in writing
 - b) furnish such information as the **insurer** may require and render all assistance as may be requested
 - c) supply all necessary certificates including evidence of death or injury with a report from a qualified medical practitioner if required.
2. In the case of injury the medical representative of the **insurer** will be allowed to visit and examine the Person Insured at all reasonable times and if such visit or examination is not permitted the insurance will be void in respect of that injury.
3. The amount payable in respect of death for persons:
 - a) under 18 years of age; and
 - b) who are still in full-time educationat the date of sustaining bodily injury is limited to £7,500.
4. For persons over 75 years of age the Scale of Compensation will be limited to Items 1 and 2 only. The amount payable will be the Capital Sum specified in the Schedule or £10,000 whichever is the lower.
5. It will be a condition precedent to the liability of the **insurer** that in respect of:
 - a) any hazardous activity or any pursuit requiring special skills the Person Insured has achieved a reasonable standard of proficiency in the said activity or pursuit, or is under the direct supervision of a person suitably qualified
 - b) yachting and canoeing, life jackets or buoyancy aids are worn by the Person Insured and for other sailing (except in rowing boats) life-saving equipment is carried on the vessel.
6. The amount payable in respect of any one Person Insured will not exceed £500,000.
7. If the aggregate amount payable under this Part in respect of any one incident exceeds the sum of £2,000,000 the amount payable for each Person Insured will be proportionately reduced until the total is equal to the sum of £2,000,000.

Section 6 – Scale of Compensation

Item	Amount Payable	
	The following percentage of the Capital Sum specified in the Schedule	
1. Death, total loss of use or total loss by physical severance of one or more hands or feet or total loss of sight in one or both eyes	100%	
2. Permanent total disablement (other than as stated in Item 1) from engaging in or giving attention to usual profession or occupation	100%	
3. Permanent partial disablement (not otherwise provided for above)		
a) total loss of hearing	60%	
b) total loss of hearing in one ear	15%	
c) complete loss of use of hip or knee or ankle	20%	
d) removal of the lower jaw by surgical operation	30%	
e) fractured leg or foot with established non-union	25%	
f) fractured knee cap with established non-union	20%	
g) shortening of a leg by at least 3 centimetres	15%	
h) loss by amputation or complete loss of use of:	Right	Left
i) one thumb	20%	17.5%
ii) one index finger	15%	12.5%
iii) any other finger	10%	7.5%
iv) one big toe	10%	10%
v) any other toe	3%	3%
i) complete loss of use of shoulder or elbow	25%	20%
j) complete loss of use of wrist	20%	15%
4. Permanent facial disfigurement to an extent of not less than 5 square centimetres of scar tissue in the area from the hairline to and including the lower jaw and ears	10%	
5. Loss of or damage to teeth or dentures – the cost of dental treatment or repair or replacement of dentures up to a maximum of	2.5%	
6. Temporary total disablement from engaging in or giving attention to usual profession or occupation for a maximum period of 104 weeks from date of disablement	the Weekly Sum specified in the Schedule	
7. Temporary partial disablement from engaging in or giving attention to usual profession or occupation for a maximum period of 104 weeks from date of disablement	50% of the Weekly Sum specified in the Schedule	

Memoranda to the Scale of Compensation

1. Applicable to Item 2

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

2. Applicable to Item 3

- a) In the case of other permanent partial disablement not specified in Item 3 the amount payable will be such percentage of the Capital Sum set out in the Schedule as is commensurate with the degree of permanent partial disablement when compared with the degrees of disablement specified in Item 3.
- b) The benefits under h), i) and j) will be reversed in the case of a left-handed person.

3. Applicable to Items 6 and 7
 - a) Unless otherwise agreed by the **insurer** weekly compensation will not become payable until the total amount due has been ascertained.
 - b) Weekly Sums whether payable for total or partial disablement will not be payable for more than 104 weeks in respect of the same incident.
4. The total amount payable under Items 1 to 5 for all bodily injury sustained in any one Period of Insurance by any one Person Insured will not exceed the Capital Sum specified in the Schedule.

Part P – Legal expenses

The **insurer** for this part of the policy is DAS Legal Expenses Insurance Company Limited ('DAS'). DAS is the underwriter and Agent and provides the legal protection insurance and additional services under this section

Section 1 – Special Definitions

The following wordings have these meanings wherever they commence with a capital letter in this Part of the policy

Costs and Expenses

All reasonable, proportionate and necessary costs chargeable by the Representative and agreed by the **insurer** in accordance with the DAS Standard Terms of Appointment.

Also the costs incurred by opponents in civil cases if a Person Insured has been ordered to pay them or pays them with the **insurer's** agreement.

DAS Standard Terms of Appointment

The terms and conditions (including the amount the **insurer** will pay to a Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

Where a law firm is acting as a Representative on the **insured's** behalf the amount the **insurer** will pay is currently £100 per hour. This amount may vary from time to time.

Date of Occurrence

- a) For civil cases (other than as specified under (c) to (e) below) 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 the **insured** or a Person Insured first became aware of it.)
- b) For criminal cases the Date of Occurrence is when the Person Insured began, or is alleged to have begun to break the law.
- c) For Section 8 – Statutory Licence Protection the date when the **insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the **insured's** licence, mandatory registration or British Standard Certificate of Registration.
- d) For Section 6 – Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies the **insured** of its intention to carry out an enquiry.

For VAT or Employer Compliance Disputes, the date the dispute arises during the Period of Insurance following the issue of an assessment, written decision or notice of a civil penalty.

- e) For Section 4 Legal defence (e) Statutory notice appeals, the date when the Person Insured is issued with the relevant notice and has the right to appeal.

Employer Compliance Dispute

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.

Person Insured

The **insured, members** and employees and any other individuals declared to the **insurer** by the **insured**.

Period of Insurance

The period for which the **insurer** has agreed to cover the Person Insured and for which the premium has been paid.

Preferred Law Firm

A law firm, barrister or tax expert the **insurer** chooses to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Person Insured's claim and must comply with the **insurer's** agreed service standard levels, which the **insurer** audits regularly. They are appointed according to the DAS Standard Terms of Appointment.

Reasonable Prospects

- a) For civil cases (other than Section 3 – Employment disputes and compensation awards and 4 – Legal defence) the prospects that the Person Insured will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that the **insurer** has agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%.

A Preferred Law Firm or tax consultancy, on the **insurer's** 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.
c) For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

Representative

The Preferred Law Firm, law firm, tax consultancy, accountant or other suitably qualified person the **insurer** appoints to act on the Person Insured's behalf.

Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- a) includes a request to examine any aspect of the **insured's** books and records; or
b) advises of a check of the **insured's** whole tax return.

Territorial Limit

For insured incidents 4 Legal Defence (excluding 4(e)), and 5(B) Bodily Injury

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Lichtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

VAT Dispute

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.

To make sure that the **insured** gets the most from the cover, please take time to read this section of the policy which explains the insurance cover and additional services available.

HOW THIS SECTION OF THE POLICY CAN HELP

Please find below information about the services this section of the policy offers and details of how to make a claim.

If the **insured** wishes to speak to the **insurer** about:

- **Legal Advice** – the **insured** can get telephone legal advice on any legal issue affecting their **business**.
- **Insurance Claims** – the **insured** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting the **business**.

Please phone the **insurer** on 0117 934 2116 . The **insurer** will ask the **insured** about their legal issue and if necessary call them back to deal with their query.

REPORTING A CLAIM

Please do not ask for help from a lawyer, accountant or anyone else before the **insurer** has agreed that the **insured** should do so. If the **insured** does, the **insurer** will not pay the costs involved even if they accept the claim.

Report a claim by calling the **insurer** on **0117 934 2116**, available 24 hours a day, 7 days a week. Have the policy number ready and the **insurer** will ask about the claim.

The **insurer** will assess the claim to check the claim is covered and, if it is, the **insurer** will send it to a lawyer who specialises in that type of claim.

The lawyer will assess the case and tell the **insured** how likely it is they will win. If they are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. The **insurer's** claims handlers can answer any questions the **insured** may have when they receive the **insured's** claim, alternatively the **insured** can visit www.das.co.uk/legal-protection/how-to-claim

Section 2 – Cover

This policy section, the policy schedule and any endorsement shall be considered as one document and describe the contract between the **insured** and the **insurer**. The **insurer** agrees to provide the insurance described in this policy section for the **insured** (or where specified, the Person Insured) in respect of any insured incident arising in connection with the **business**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy section, provided that:

- a) Reasonable Prospects exist for the duration of the claim (other than insured incidents Employment disputes and compensation awards and Legal defence)
- b) the Date of Occurrence of the insured incident is during the Period of Insurance; or
- c) during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - i) the previous legal expenses insurance policy required the **insured** to report claims during its currency
 - ii) the **insured** could not have notified a claim previously as the **insured** could not have reasonably been aware of the insured incident
 - iii) cover has been continuously maintained in force
 - iv) the **insurer** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
 - v) the available limit of indemnity shall be limited to the lesser of the sums payable under this or the **insured's** previous policy, and
- d) any legal proceedings will be dealt with by a court or other body which the **insurer** agrees to in the Territorial Limit
- e) the insured incident happens within the Territorial Limit.

What the insurer will pay

The **insurer** will pay a Representative, on the **insured's** behalf, Costs and Expenses incurred following an insured incident, and any compensation awards that the **insurer** has agreed to, provided that:

1. the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause for Costs and Expenses and compensation awards claims is detailed within the **insured's** policy schedule
2. the most the **insurer** will pay for the total of all compensation awards under insured incident 1 - Employment disputes and compensation awards (b) Compensation awards in any one Period of Insurance shall not exceed £1,000,000
3. the most the **insurer** will pay in Costs and Expenses is no more than the amount the **insurer** would have paid to a Preferred Law Firm or tax consultancy. The amount the **insurer** will pay a law firm (where acting on the **insured's** behalf) is currently £100 per hour. This amount may vary from time to time
4. in respect of an appeal or the defence of an appeal, the **insured** must tell the **insurer** within the time limits allowed that the **insured** wants to appeal. Before the **insurer** pays the Costs and Expenses for appeals, the **insurer** must agree that Reasonable Prospects exist
5. for an enforcement of judgment to recover money and interest due to the **insured** after a successful claim under this section of the policy, the **insured** must agree that Reasonable Prospects exist
6. 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 the **insurer** will pay in Costs and Expenses is the value of the likely award; and
7. in respect of Section 4 – Legal defence (f) Jury service and court attendance the maximum the **insurer** will pay is the Person Insured's net salary or wages for the time that the Person Insured is absent from work less any amount the **insured**, the court or tribunal pays.

What the insurer will not pay

1. 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 the **insurer**.
2. If the **insured** is registered for VAT the **insurer** will not pay the VAT element of any Costs and Expenses.

3. the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If the **insured** is using a Preferred Law Firm, the **insured** will be asked to pay this within 21 days of the **insured's** claim having been assessed as having Reasonable Prospects. If the **insured** are using the **insured's** own law firm, this will be within 21 days of their appointment (following confirmation the **insured's** claim has Reasonable Prospects). If the **insured** does not pay this amount the cover for the **insured's** claim could be withdrawn.

Section 3 – Employment Disputes and Compensation Awards

A) Employment Disputes

Insured Incident

Costs and Expenses to defend the **insured's** legal rights:

- i) before the issue of legal proceedings in a court or tribunal;
 - 1) following the dismissal of an employee; or
 - 2) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- ii) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- iii) in legal proceedings in respect of any dispute with:
 - 1) a contract of employment with the **insured**; or
 - 2) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. unless equivalent legal expenses insurance was continuously in force before:
 - a) any dispute where the originating cause of action arises within the first 90 days of the start of this section of the policy
 - b) any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this section of the policy if the Date of Occurrence was within the first 180 days of the start of this section of the policy and the dispute relates directly to the same matter(s) which gave rise to that warning
 - c) any notice of redundancy or alleged redundancy or unfair selection for redundancy which arises within the first 180 days of the start of this section of the policy
2. any claim in respect of damages for personal injury
3. employee internal disciplinary or grievance procedures
4. pursuing the **insured's** legal rights.

B) Compensation Awards

Insured Incident

The **insurer** will pay:

- i) any basic and compensatory award; and/or
- ii) an order for compensation following a breach of the **insured's** statutory duties under employment legislation in respect of a claim the **insurer** has accepted under insured incident 1 a).

Provided always that:

- 1 any sum of money in settlement of a dispute is awarded by a court, tribunal under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by the **insurer**.
- 2 the total amount payable by the **insurer** for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one Period of Insurance will not exceed £1,000,000.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. any compensation award relating to the following:
 - a) trade union activities, trade union membership or non-membership
 - b) pregnancy or maternity rights, paternity, parental or adoption rights
 - c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - d) statutory rights in relation to trustees of occupational pension schemes
2. non-payment of money due under a contract
3. any award ordered because the **insured** has failed to provide relevant records to employees under National Minimum Wage legislation
4. any compensation award or increase in compensation award relating to 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.

C) Employee Civil Legal Defence

Costs and Expenses to defend the Person Insured's legal rights if an event arising from a Person Insured's work as an employee leads to civil action being taken against them under legislation for unlawful discrimination.

D) Service Occupancy

Costs and Expenses to recover possession of premises owned by or for which the **insured** is responsible from the **insured's** employee or ex-employee.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. any claim relating to defending the **insured's** legal rights other than defending a counter-claim that is an insured incident under this section of the policy.

Section 4 – Legal Defence

Insured Incident

At the **insured's** request:

- a) Costs and Expenses to defend the Person Insured's legal rights:
 - i) prior to the issue of legal proceedings when dealing with the:
 - 1) police; or
 - 2) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged that the Person Insured has or may have committed a criminal offence
 - ii) following an event which leads to the Person Insured being prosecuted in a court of criminal jurisdiction

Provided that for claims relating to the Health and Safety at Work etc Act 1974 the Territorial Limit shall be any place where the Act applies.

Please note the **insurer** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the BUSINESS. Please see Section 2-Cover

- b) Costs and Expenses to defend the Person Insured's legal rights if civil action is taken against the Person Insured for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:
 - i) an individual. The **insurer** will also pay any compensation award in respect of such a claim
 - ii) a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note the **insurer** will not pay any compensation award in respect of such a claim.

Provided that in respect of 2(b)(i) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by the **insurer**.

Please note the **insurer** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Special exclusion 3 of this Section.

- c) Cost and Expenses to defend the Person Insured's legal rights following civil action taken against the Person Insured for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance
- d) Costs and Expenses to defend the Person Insured's (other than the **insured's**) legal rights if civil action is being taken against them as trustee of a pension fund set up for the benefit of the **insured's** employees.
- e) Costs and Expenses for an appeal against the imposition or terms of any statutory notice issued under legislation affecting the **insured's** business
- f) the **insurer** will pay for a Person Insured's absence from work:
 - i) to perform jury service
 - ii) to attend any court or tribunal at the request of the Representative.

The maximum the **insurer** will pay is the Person Insured's net salary or wages for the time that they are absent from work less any amount the **insured**, the court or tribunal, have paid them.

The **insurer** will reimburse the **insured** for net salary or wages that they have paid the Person Insured for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

- 1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs. Please note this exclusion applies to section a) i) of the Legal defence cover.
- 2. investigations or prosecutions for alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle. Please note this exclusion applies to sections a) i) and a) ii) of the legal defence cover
- 3. a) the loss, alteration, corruption or distortion of, or damage to stored personal data; or
b) a reduction in the functionality, availability, or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.
Please note this exclusion applies to section b) of the Legal defence cover.
- 4. an appeal against the imposition or terms of any Statutory Notice issued in connection with the **insured's** licence, mandatory registration or British Standard Certificate of Registration
- 5. a Statutory Notice issued by a Person Insured's regulatory or governing body.

Please note exclusions 4. and 5. apply to section e) of the Legal defence cover

- 6. any claim if the **insured** or the Person Insured are unable to prove the loss (Please note, this exclusion applies to section f) of the Legal defence cover.

Section 5 – Property Protection and Bodily Injury

A) Property Protection

Insured Incident

Costs and Expenses for the **insured's** legal rights in any civil dispute relating to property which is owned by or the responsibility of the **insured** following:

- i) any event which causes physical damage to such property
- ii) a legal nuisance (meaning any unlawful interference with the **insured's** use or enjoyment of the **insured's** land, or some right over, or in connection with it); or
- iii) a trespass.

Please note that the **insured** must have established, or there must be reasonable prospects of the **insured** establishing, the legal ownership or right to the physical property that is the subject of the dispute.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. a contract entered into by the **insured** (please refer to insured incident 4 Contract disputes, if operative)
2. physical property which is in transit or which is lent or hired out
3. goods at premises other than those occupied by the **insured** unless the goods are at the premises for the purpose of installations or use in work to be carried out by the **insured**
4. mining subsidence
5. defending the **insured's** legal rights other than in defending a counter-claim
6. the enforcement of a covenant by or against the **insured**.

B) Bodily Injury

Insured Incident

At the **insured's** request, Costs and Expenses for a Person Insured's and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. any illness or bodily injury which develops gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending a Person Insured's or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

Section 6 – Tax Protection

Insured Incident

Costs and Expenses for:

- a) a Tax Enquiry
- b) an Employer Compliance Dispute
- c) a VAT dispute.

Provided that the **insured** has taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note the **insurer** will only cover tax claims which arise in direct connection with the activities of the **business**. Please see Section 2 – Cover

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. a tax avoidance scheme
2. any failure to register for Value Added Tax or Pay As You Earn
3. any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
4. any claim relating to import or excise duties and import VAT
5. any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Section 7 – Contract Disputes

This insured incident is only operative if shown in the schedule.

Insured Incident

Costs and Expenses for the **insured's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the **insured** for the purchase, hire, sale or provision of goods or of services.

Provided that:

- a) the amount in dispute exceeds £250 (incl. VAT). If the amount in dispute exceeds £5,000 (incl. VAT), the **insured** must pay the first £500 of any claim. If the **insured** is using a Preferred Law Firm, the **insured** will be asked to pay this within 21 days of the **insured's** claim having been assessed as having Reasonable Prospects. If the **insured** is using their own law firm, this will be within 21 days of their appointment (following confirmation the **insured's** claim has Reasonable Prospects).

If the **insured** does not pay this amount the cover for the **insured's** claim could be withdrawn
- b) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250 (incl. VAT)
- c) if the dispute relates to money owed to the **insured** a claim under this section of the policy is made within 90 days of the money becoming due and payable.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. unless equivalent legal expenses insurance was in force immediately before, any dispute arising from an agreement entered into prior to the start of this section of the policy if the Date of Occurrence is within the first 90 days of start of this section of the policy
2.
 - a) a dispute relating to an insurance policy, other than when the **insured's** insurer refuses the **insured's** claim
 - b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings other than a dispute with a professional advisor in connection with these matters
 - c) a loan, mortgage, pension, guarantee or any other financial product other than a dispute with a professional adviser in connection with these matters
3. a dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **insured**. (Please refer to insured incident 1 Employment disputes and compensation awards.)
4. a dispute which arises out of the:
 - 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
5. a dispute arising from a breach or alleged breach of professional duty by a Person Insured
6. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

Section 8 – Statutory Licence Protection

Costs and Expenses to represent the **insured** in appealing 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, mandatory registration or British Standard Certificate of Registration.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. the original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle.

Section 9 – Special Exclusions

This section of the policy does not cover:

1. any claim reported to the **insurer** more than 180 days after the date the Person Insured should have known about the insured incident
2. Costs and Expenses incurred before the expressed acceptance of a claim by the **insurer**
3. fines, penalties, compensation or damages which the Person Insured is ordered to pay by a court or other authority other than compensation awards as covered under insured incident 1b) Compensation Awards and 2 Legal Defence
4. any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
5. any claim relating to rights under a franchise or agency agreement entered into by the **insured**
6. any wilful act or omission of a Person Insured deliberately intended to cause a claim under this section of the policy
7. a dispute with the **insurer** not otherwise dealt with under special condition 7
8. any claim relating to a shareholding or partnership share in the **business**
9. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry
10. legal action a Person Insured takes which the **insurer** or the Representative have not agreed to or where the Person Insured does anything that hinders the **insurer** or the Representative
11. when either at the start of or during the course of a claim the **insured** is declared bankrupt or has filed a bankruptcy petition or winding-up petition or has made an arrangement with its creditors or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator
12. any claim relating to written or verbal remarks that damage the Person Insured's reputation
13. any claim where a Person Insured is not represented by a law firm, barrister or tax expert.

Section 10 – Special Conditions

1. A Person Insured must:
 - a) co-operate fully with the **insurer** and the Representative;
 - b) give the Representative any instructions that the **insurer** asks the **insured** to.
2.
 - a) On receiving a claim, if representation is necessary, the **insurer** will appoint a Preferred Law Firm or tax consultancy as the **insured's** 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 Representative 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 Representative. The **insurer** will choose the Representative to represent the **insured** in any proceedings where the **insurer** is liable to pay a compensation award.
 - c) If the **insured** chooses a law firm as the **insured's** Representative who is not a Preferred Law Firm or tax consultancy, the **insurer** 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 the **insurer** will pay is the amount the **insurer** would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount the **insurer** will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.
 - d) The Representative must co-operate with the **insurer** at all times and must keep the **insurer** up to date with the progress of the claim.
3.
 - a) A Person Insured must tell the **insurer** if anyone offers to settle a claim and must not agree to any settlement without the **insurer** expressed consent.
 - b) If a Person Insured does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
 - c) The **insurer** may decide to pay a Person Insured the reasonable value of the claim that the Person Insured is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances a Person Insured must allow the **insurer** to take over and pursue or settle a claim in their name. A Person Insured must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit, any claim for compensation against any other person and a Person Insured must give the **insurer** all the information and help the **insurer** needs to do so.

4. a) A Person Insured must tell the Representative to have Costs and Expenses taxed, assessed or audited if the **insurer** asks for this.
b) a Person Insured must take every step to recover Costs and Expenses that the **insurer** has to pay and must pay the **insurer** any Costs and Expenses that are recovered.
5. If a Representative refuses to continue acting for the Person Insured with good reason or if the Person Insured dismisses a Representative without good reason the cover the **insurer** provides will end at once unless the **insurer** agrees to appoint another Representative.
6. a) If a Person Insured settles a claim or withdraws their claim without the **insurer's** agreement or does not give suitable instructions to a Representative, the **insurer** can withdraw cover and will be entitled to re-claim any Costs and Expenses they have paid.
b) If during the course of a claim Reasonable Prospects no longer exist the cover the **insurer** provides will end at once. The **insurer** will pay any Costs and Expenses and compensation awards they have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement about the handling of a claim and it is not resolved through the **insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the **insurer** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
8. If there is a disagreement between a Person Insured and the **insurer** on the merits of the claim or proceedings, or on a legal principle, the **insurer** may suggest the Person Insured obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by the **insurer** and the cost expressly agreed in writing between the Person Insured and the **insurer**. Subject to this the **insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Person Insured will recover damages (or obtain any other legal remedy that the **insurer** has agreed to) or make a successful defence. This does not affect the Person Insured's rights under Special Condition 7.
9. A Person Insured must:
 - a) keep to the terms and conditions of this section of the policy
 - b) take reasonable steps to avoid and prevent claims
 - c) take reasonable steps to avoid incurring unnecessary costs
 - d) send everything the **insurer** asks for in writing; and
 - e) report to the **insurer** full and factual details of any claim as soon as possible and give the **insurer** any information they need.
10. Apart from the **insurer** the **insured** is the only person who may enforce all or any of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third-party rights or interest.
11. If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this section of the policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.
12. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured's** business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

HOW TO MAKE A COMPLAINT

The **insurer** will always aim to give the **insured** a high quality service. If the **insured** thinks the **insurer** has let the **insured** down, the **insured** can contact the **insurer** by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH**
- completing the insurer's online complaint form at **www.das.co.uk/about-das/complaints**

Further details of the **insurer's** internal complaint-handling procedures are available on request.

If the **insured** is not happy with the complaint outcome or if the **insurer** has been unable to respond to the **insured's** complaint within 8 weeks, the **insured** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from **www.financial-ombudsman.org.uk**)

The insured can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**.

Using this service does not affect your right to take legal action.

DATA PROTECTION

To comply with data protection regulations the **insurer** of this section of the policy (DAS) is committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how the **insurer** collects and uses this information. A full copy of the **insurer's** privacy notice can be found on their website – www.das.co.uk/legal/privacy-statement. If you require a written copy of the **insurer's** privacy notice please email dataprotection@das.co.uk.

HOW THE INSURER COLLECTS THE PERSON INSURED'S INFORMATION

The **insurer** will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via the **insurer's** partners when you:

- purchase a DAS product;
- request or obtain a quote;
- use the policy, such as making a claim or using one of the insurer's helplines;
- request an update on your claim;
- make a complaint;
- use the **insurer's** websites;
- contact the **insurer** or one of its partners by telephone, by post or email, or when you communicate via online channels.

Types of information the **insurer** will typically ask for includes basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. The **insurer** will also need details of your claim, which may include sensitive personal information depending on the nature of the claim. The **insurer** will always be clear why they need this information and the purposes for which they will use it.

HOW THE INSURER WILL USE YOUR INFORMATION

The **insurer** will use your information to:

- manage your policy;
- manage your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide you with the services outlined in your policy;
- handle complaints;
- provide quotes and sell policies.

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of the DAS Group. The **insurer** will also share information with your **insurer** or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of the DAS Group please visit the **insurer's** website www.das.co.uk/legal/privacy-statement.

Your information may be disclosed when the **insurer** believes in good faith that the disclosure is:

- required by law; or
- to protect the safety of DAS; employees, the public or DAS UK Group property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

WHAT IS THE INSURERS LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

The **insurer** will use your personal information:

- because it is necessary for the performance of the **insurer's** contract with you or to take steps to enter into a contract with you;
- in order to comply with the **insurer's** legal obligations;
- because it is in the **insurer's** legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.

WHAT ARE THE INSURED'S RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk.

Part Q – Impact Damage (Street Furniture)

Section 1 – Cover

In the event of **damage** to the **property** insured as specified in the Schedule from impact by any road vehicle or animal the **insurer** will pay to the **insured** the value of the **property** at the time of its **damage** or at the **insurer's** option reinstate or replace the **property** or any part of it.

Section 2 – Exclusions

1. Excess

The **insurer** will not be liable for an **excess** the amount of which is specified in the Schedule. Unless stated otherwise the **excess** will apply individually to each and every loss.

2. Terrorism

- a) This Policy does not cover loss, destruction, damage, cost or expense occurring anywhere in the world caused by or contributed to by or arising or resulting from whether directly or indirectly any act falling within sub-clause (b) below the use or threat of which is made for the purpose of advancing a political, religious or ideological cause and to intimidate or seek to intimidate the public or a section of the public.
- b) An act falls within this sub-clause b) if it:
 - i) involves serious violence against a person; and/or
 - ii) involves serious damage to property; and/or
 - iii) endangers a person's life, other than that of the person committing the act; and/or
 - iv) creates a serious risk to health and safety of the public or a section of the public; and/or
 - v) is designed seriously to interfere with or seriously to disrupt an electronic system.
- c) This Policy does not cover loss, destruction, damage, cost or expense occurring anywhere in the world caused by or contributed to by or arising or resulting from whether directly or indirectly any act or acts of any person or 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 any government de jure or de facto.
- d) In any action or suit or other proceedings where the **insurer** alleges that by reason of this **exclusion** cover is not provided under this Policy, the burden of proving that cover is provided under this Policy shall be upon the **insured**.

3. Northern Ireland

This Policy does not cover loss, destruction, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of Civil Commotion.

Section 3 – Special Condition

The sum insured by each item of this Part is declared to be separately subject to **average**.

For the avoidance of doubt clause c) iii) of general condition 4 will not apply.

Part R – Terrorism

Section 1 – Special Definitions

Act of Terrorism

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

Computer System

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

Data

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

Denial of Service Attack

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

Denial of Service Attacks include but are not limited to the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Hacking

unauthorised access to any Computer System whether the **insured's** property or not.

Phishing

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

Virus or Similar Mechanism

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

Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Section 2 – Cover

In the event that:

- a) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been an Act of Terrorism; or
- b) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and that refusal is reversed by the decision of a validly constituted tribunal

the **insurer** will by this Terrorism cover provide cover for accidental loss of or damage to material property (hereafter referred to as 'Damage') and consequential loss proximately caused by such Act of Terrorism in so far and to the extent that such Damage and consequential loss is insured under parts A, B, C, D and L of this policy.

Provided always that:

- 1) the liability of the **insurer** will not exceed:
 - A) in the whole the total sum insured
 - B) in respect of any item its sum insured
 - C) any other limit of indemnitystated in the schedule at the time of the loss or damage
- 2) such Damage and consequential loss occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

- 3) in any action, suit or other proceedings where the **insurer** alleges that any Damage and consequential loss is not covered under section 2 the burden of proving that such Damage and consequential loss is covered will fall upon the **insured**
- 4) the insurance effected by section 2 excludes:
- A) any losses whatsoever:
- a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
 - i) damage to or the destruction of any Computer System; or
 - ii) any alteration, modification, distortion, erasure or corruption of Data
 in each case whether the property of the **insured** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack

Proviso to exclusion 4) A) b)

save that Covered Loss otherwise falling within this exclusion 4) A) b) will not be treated as excluded by exclusion 4) A) b) solely to the extent that such Covered Loss:

- i) results directly (or, solely as regards ii) 3) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
- ii) comprises:
 - 1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured; or
 - 2) the amount of business interruption loss suffered directly by the **insured** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured to which access is affected; or
 - 3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the **insured** to avoid or diminish such loss

and

- iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- iv) for the purposes of this Proviso
 - 1) the meaning of 'Property' shall exclude:
 - A) any money (including **money**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
 - B) any Data
 - 2) 'Covered Loss' means all losses arising as a result of damage to or the destruction of Property insured, the proximate cause of which is an Act of Terrorism
- v) notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under section 2 of this part.

In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under section 2 of this part

- B) any type of property which has been specifically excluded under parts A, C, D and L
 - C) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**
- 5) save for the exclusions listed in 4) above no other exclusions applicable to parts A, B, C, D and L will apply to the insurance effected by section 2 of this part. All the other terms, definitions, provisions and conditions of said parts including but not limited to any **excess** or deductible to be borne by the **insured** will apply to the insurance effected by section 2 of this part except for:
- A) any Long Term Agreement applying to this policy
 - B) any terms which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance
 - C) any extension of **premises** to locations outside England and Wales and Scotland.

2.1 Uncertified Terrorism

In the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and such refusal is upheld by the decision of a validly constituted tribunal general exclusion 3 will not apply to parts A, B, C and L in respect of such event or occurrence.

Provided always that:

- a) such **damage** and/or **consequential loss** occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- b) the liability of the **insurer** will not exceed:
 - i) in the whole the total sum insured
 - ii) in respect of any item its sum insured
 - iii) any other limit of indemnitystated in the schedule to parts A, B, C, D and L at the time of the said event or occurrence
- c) save for proviso a) above the terms, definitions, provisions and conditions applicable to parts A, B, C, D and L will apply to this clause.

DAS Head and Registered Office:

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Registered in England and Wales | Company Number 103274

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Zurich Management Services Limited

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