



## Local councils and not-for-profit insurance portfolio

### Policy wording

**A seamless integrated insurance solution for local councils, registered charities and not-for-profit organisations.**

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

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### Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

**Steve Langan**  
CEO, Hiscox Insurance Company

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### Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox customer relations in writing at:

Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York  
YO1 7HX

or by telephone on +44 (0) 800 1164627 or +44 (0) 1904 681 198 or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

<b>General definitions</b>	Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> . The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.</li></ol>
<b>Business</b>	<b>Your</b> business or profession as shown in the schedule.
<b>Confiscation</b>	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
<b>Councillor</b>	Any person elected by the members of a parish, town or community who serves on the parish, town or community council.
<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ol style="list-style-type: none"><li>any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li><li>all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Program</b>	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
<b>Terrorism</b>	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"><li>is committed for political, religious, ideological or similar purposes; and</li><li>is intended to influence any government or to put the public, or any section of the public, in fear; and</li><li><ol style="list-style-type: none"><li>involves violence against one or more persons; or</li><li>involves damage to property; or</li><li>endangers life other than that of the person committing the action; or</li><li>creates a risk to health or safety of the public or a section of the public; or</li><li>is designed to interfere with or to disrupt an electronic system.</li></ol></li></ol>
<b>Virus</b>	<b>Programs</b> that are secretly introduced without <b>your</b> permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

## General terms and conditions

<b>We/us/our</b>	The insurers named in the schedule.
<b>You/your</b>	The insured named in the schedule.
<b>Your activities</b>	<b>Your</b> activities declared to <b>us</b> and accepted by <b>us</b> , undertaken with <b>your</b> full knowledge and authority and under <b>your</b> control or the control of an employee or voluntary worker engaged with <b>your</b> permission.

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### General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

Presentation of the risk	1. In agreeing to insure <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b> . <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which <b>you</b> (including <b>your</b> senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
If you fail to make a fair presentation	2. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this <b>policy</b> as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid. b. If <b>we</b> establish that <b>you</b> failed to present the risk to <b>us</b> fairly but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> made a fair presentation of the risk, as follows: i. if <b>we</b> would not have provided this <b>policy</b> , <b>we</b> may treat it as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> . <b>We</b> will refund any premiums <b>you</b> have paid; or ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the start of the <b>period of insurance</b> . This may result in <b>us</b> making no payment for a particular claim or loss. <b>You</b> must reimburse any payment made by <b>us</b> that <b>we</b> would not have paid if such terms had been in effect.
Change of circumstances	3. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b> (a material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance). <b>We</b> may then change the terms and conditions of this <b>policy</b> or cancel it in accordance with the Cancellation condition.
If you fail to notify us of a change of circumstances	4. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to: i. notify <b>us</b> of a change of circumstances which may materially affect the <b>policy</b> ; or ii. comply with the obligation in 1. above to make a fair presentation of the risk to <b>us</b> when providing <b>us</b> with information in relation to a change of circumstances; <b>we</b> may treat this <b>policy</b> as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. <b>You</b> must reimburse all payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will be entitled to retain all premiums paid. b. If <b>we</b> establish that <b>you</b> failed to notify <b>us</b> of a change of circumstances or to make a fair presentation of the risk to <b>us</b> when providing <b>us</b> with information in relation to a change of circumstances, but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> fairly presented the change of circumstances to <b>us</b> , as follows: i. if <b>we</b> would have cancelled this <b>policy</b> , <b>we</b> may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. <b>You</b> must reimburse any payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will refund any premiums <b>you</b> have paid in respect of any period after the date when cancellation would

## General terms and conditions

	<p>have been effective; or</p> <p>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the date when <b>your</b> circumstances changed. This may result in <b>us</b> making no payment for a particular claim or loss.</p>
Reasonable precautions	5. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair. <b>We</b> will not make any payment under this <b>policy</b> in respect of any incident occurring whilst <b>you</b> are not in compliance with this condition unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
Premium payment	6. <b>We</b> will not make any payment under this <b>policy</b> until <b>you</b> have paid the premium.
Cancellation	7. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro-rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium under £20.  If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b> . In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b> . <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.
Multiple insureds	8. The most <b>we</b> will pay is the relevant amount shown in the schedule.  If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b> .  <b>You</b> agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b> .
Aggregate limit	9. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b> .  If the <b>period of insurance</b> is continuous, the aggregate limit will apply to all relevant claims or losses covered under the <b>policy</b> during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.
Rights of third parties	10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b> . Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.
Cover under multiple sections	12. Where <b>you</b> , including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b> , are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b> , being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.
Governing law	13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.
Arbitration	14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

### General claims

The following claims conditions apply to the whole of this **policy**. Any other claims conditions

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**conditions**

and procedures are shown in the section to which they apply.

## Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section; and
  - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
  - a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
  - b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

## Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
  - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
  - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
  - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
  - d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

**Special definitions  
for all property  
sections**

<b>Amount insured</b>	The most <b>we</b> will pay as shown in the schedule. Unless <b>we</b> say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after <b>we</b> pay a loss provided <b>you</b> carry out <b>our</b> recommendations to prevent further loss or damage.
<b>Breakdown</b>	<ol style="list-style-type: none"> <li>1. Breaking, failure, distortion or burning-out of any part of <b>equipment</b> or a <b>computer</b> whilst in ordinary use, arising from defects in the <b>equipment</b> or <b>computers</b> causing its sudden stoppage and necessitating repair or replacement before it can resume work; or</li> <li>2. fracturing of any part of <b>equipment</b> or a <b>computer</b> by frost which renders such <b>equipment</b> or <b>computers</b> inoperative; or</li> <li>3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.</li> </ol>
<b>Buildings</b>	<p>The buildings shown in the schedule which belong to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ol style="list-style-type: none"> <li>1. outbuildings and annexes;</li> <li>2. landlord's fixtures and fittings, fixed fuel tanks;</li> <li>3. walls, ornamental ponds and fountains, gates, fences, lampposts, railings, car parks, yards, private roads, pavements and paths at the premises;</li> <li>4. fixed outdoor equipment, street furniture, war memorials, playground equipment and outdoor sports and recreation surfaces;</li> <li>5. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.</li> </ol> <p>The land at the premises is not included within this definition.</p>
<b>Communicable disease</b>	Any communicable, infectious, or contagious disease, including any related variation, strain, virus, complex or syndrome.
<b>Computers</b>	Computers and ancillary equipment, which belong to <b>you</b> or for which <b>you</b> are legally responsible, including <b>software</b> and data carrying media but excluding data or information entered by <b>you</b> or on <b>your</b> behalf.
<b>Damage</b>	Accidental physical loss or physical damage.
<b>Earth movement</b>	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or <b>subsidence</b> and any ensuing tsunami.
<b>Equipment</b>	<p>Equipment, which belongs to <b>you</b> or for which <b>you</b> are legally responsible:</p> <ol style="list-style-type: none"> <li>1. built to operate under vacuum or pressure, other than the weight of contents; or</li> <li>2. used for the generation, transmission or utilisation of energy.</li> </ol> <p><b>Computers</b> are not included in this definition.</p>
<b>Explosion or collapse</b>	<ol style="list-style-type: none"> <li>1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured <b>equipment</b> together with forcible ejection of the contents; or</li> <li>2. sudden and dangerous distortion of any part of the insured <b>equipment</b> caused by crushing stress by force of steam or other fluid pressure.</li> </ol> <p>Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.</p>
<b>Failure</b>	<p><b>Damage</b> caused by:</p> <ol style="list-style-type: none"> <li>1. electrical or mechanical <b>breakdown</b>, including rupture or bursting caused by centrifugal force; or</li> <li>2. artificially generated electrical current, including electric arcing, that disturbs electrical</li> </ol>

## Property definitions

	<p>devices, appliances or wires; or</p> <ol style="list-style-type: none"> <li>3. <b>explosion or collapse of equipment</b> owned or leased by <b>you</b> or under <b>your</b> control and operating under steam or other fluid pressure; or</li> <li>4. any condition or event, not otherwise excluded by this section, occurring inside <b>equipment</b> operating under steam or other fluid pressure; or</li> <li>5. any condition or event, not otherwise excluded by this section, occurring inside hot water boilers or other water heating equipment; or</li> <li>6. operator error.</li> </ol>
<b>Flood</b>	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by <b>storm</b> or not.
<b>Identity fraud</b>	Someone, or a group of people, knowingly using a means of identification belonging to <b>you</b> without <b>your</b> knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
<b>Insured location</b>	The premises <b>you</b> occupy shown in the schedule located in a building of <b>standard construction</b> unless otherwise notified to <b>us</b> and to which <b>we</b> have confirmed <b>our</b> agreement. This includes any outbuildings <b>you</b> occupy on the same premises.
<b>Property</b>	Tangible property.
<b>Production or process equipment</b>	Any <b>equipment</b> which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such <b>equipment</b> and any other machine or apparatus used exclusively with such <b>equipment</b> .
<b>Reconstitution of data</b>	Reconstitution of the electronic records and data <b>you</b> need to continue <b>your activities</b> , if such records and data have been lost or distorted.
<b>Seasonal building usage</b>	Not in active use due to seasonal closure directly linked to the <b>building's</b> normal sporting or recreational activity.
<b>Software</b>	<b>Programs</b> which run <b>your computers</b> , including both <b>your</b> own operating programmes and application programmes used in the course of <b>your activities</b> .
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
<b>Storm</b>	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
<b>Subsidence</b>	Subsidence, landslip or heave.
<b>Unoccupied</b>	Not actively used for the purposes of <b>your activities</b> , empty or vacant for a period of more than 45 consecutive-days.  This definition does not apply to <b>buildings</b> closed due to <b>seasonal building usage</b> .



The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

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### Special definitions for this section

<b>Building contract</b>	A standard JCT minor or intermediate contract which <b>you</b> are required to take out in joint names, with the <b>contractor</b> or any other building contract agreed by <b>us</b> .
<b>Contractor</b>	The building contractor named in the <b>building contract</b> .
<b>Contract works</b>	The building works in progress and finished building works at the <b>insured location</b> for which <b>you</b> are legally responsible under the terms of a <b>building contract</b> . The following are not included within this definition: <ul style="list-style-type: none"> <li>a. any <b>property</b> which existed prior to the commencement of the <b>building contract</b>;</li> <li>b. any building works for which a certificate of completion has been issued;</li> <li>c. any finished building works which are occupied by <b>you</b> for the purposes of <b>your business</b>.</li> </ul>
<b>Rent receivable</b>	Rent that <b>you</b> cannot legally recover from <b>your</b> tenants whilst the <b>buildings</b> or any part are unusable as a result of insured <b>damage</b> .
<b>Site materials</b>	Unfixed materials and goods required to complete the <b>contract works</b> which are stored at or adjacent to the <b>insured location</b> or at a <b>temporary storage site</b> , and for which <b>you</b> are legally responsible under the terms of a <b>building contract</b> . The following are not included within this definition: <ul style="list-style-type: none"> <li>a. cash, bank and currency notes, cheques, postal orders, money orders, stamps and certificates;</li> <li>b. aircraft or other aerial devices, hovercraft, watercraft or any mechanically propelled vehicles and their trailers;</li> <li>c. electrical or mechanical plant, tools or equipment.</li> </ul>
<b>Temporary storage site</b>	A locked building or secure gated compound within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland owned or rented by <b>you</b> or the <b>contractor</b> for the purpose of temporarily storing <b>site materials</b> .

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### What is covered

<b>Additional cover</b>	<b>We</b> will insure <b>you</b> against <b>damage</b> occurring during the <b>period of insurance</b> to insured <b>buildings</b> , or any other items specified under this section in the schedule.
<b>Trace and access</b>	The following are also provided up to the amount shown in the schedule: <ol style="list-style-type: none"> <li>1. <b>We</b> will pay for the necessary and reasonable costs <b>you</b> incur with <b>our</b> consent to locate any <b>damage</b> to cables, underground pipes and drains, or the source of a gas leak or of any escape of water from permanent internal plumbing, where the <b>damage</b>, leakage or escape first occurs during the <b>period of insurance</b>. <b>We</b> will also pay the cost to make good any <b>damage</b> caused as a consequence of locating the <b>damage</b> or source of leakage or escape.</li> </ol>
<b>Emergency services</b>	<ol style="list-style-type: none"> <li>2. <b>We</b> will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which <b>you</b> are liable following <b>damage</b> occurring during the <b>period of insurance</b> to insured <b>buildings</b> not otherwise excluded.</li> </ol>
<b>Loss prevention costs</b>	<ol style="list-style-type: none"> <li>3. <b>We</b> will pay for necessary and reasonable costs that <b>you</b> incur in to protect the <b>buildings</b> from imminent insured <b>damage</b> occurring during the <b>period of insurance</b>.</li> </ol>



## Property – Buildings

### Policy wording

Additions to buildings	4. <b>We</b> will pay for <b>damage</b> occurring during the <b>period of insurance</b> to any additions or improvements of <b>standard construction</b> to the <b>buildings</b> once they are completed and become <b>your</b> legal responsibility, provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.
Inadvertent omissions	5. Having notified <b>us</b> of the intention to insure all <b>buildings</b> in which <b>you</b> have an interest and it being <b>your</b> understanding that all property is accounted for, if any such property is found to have been omitted, <b>we</b> will deem it to be insured within the terms of this <b>policy</b> , provided it is of <b>standard construction</b> . This is subject to payment of the appropriate premium either from <b>policy</b> inception or from the date which <b>you</b> became legally responsible for such property.
Selling the buildings	6. If <b>you</b> are selling the <b>buildings</b> , this <b>policy</b> will cover the <b>buildings</b> for the buyer from the time <b>you</b> exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this <b>policy</b> .
Trees, shrubs and plants	7. <b>We</b> will pay for <b>damage</b> occurring during the <b>period of insurance</b> to trees, shrubs or plants at the <b>insured location</b> , which are owned by <b>you</b> or for which <b>you</b> are legally responsible, as a result of fire or explosion, including <b>damage</b> to landscaped gardens caused by the emergency services attending any such incident.
Bequeathed buildings	8. <b>We</b> will pay for <b>damage</b> occurring during the <b>period of insurance</b> to <b>buildings</b> of <b>standard construction</b> anywhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland which have been bequeathed to <b>you</b> , provided: <ul style="list-style-type: none"> <li>a. the <b>buildings</b> are not insured elsewhere; and</li> <li>b. <b>you</b> tell <b>us</b> the additional values as soon as possible and no later than three months from the commencement of your interest in the <b>property</b>; and</li> <li>c. <b>you</b> pay the additional premium required; and</li> <li>d. the <b>buildings</b> have not been left <b>unoccupied</b> when the <b>damage</b> occurs.</li> </ul> Otherwise <b>we</b> will not have to pay any claim.
Discharge of oil	8. <b>We</b> will pay the necessary and reasonable additional costs and expenses <b>you</b> incur with <b>our</b> consent to decontaminate the land at the premises shown in the schedule following accidental discharge of oil, other than resulting from <b>failure</b> of the storage tank, from any oil fired heating appliance or storage tank occurring during the <b>period of insurance</b> .
Contract works and site materials	9. <b>We</b> will pay for <b>damage</b> caused by: <ul style="list-style-type: none"> <li>a. fire, lightning, earthquake or explosion;</li> <li>b. <b>storm</b> or <b>flood</b>;</li> <li>c. escape of oil or water from any storage tank, equipment or piping;</li> <li>d. impact by aircraft or falling aerial device;</li> <li>e. riot or civil commotion;</li> <li>f. any other peril required under the terms of a <b>building contract</b> not excluded by <b>What is not covered</b> below;</li> </ul> to <b>contract works</b> and <b>site materials</b> occurring during the <b>period of insurance</b> , however <b>we</b> will not make any payment if the total value of all contracts relating to the same project of building works at the <b>insured location</b> exceeds the <b>amount insured</b> for <b>contract works</b> and <b>site materials</b> shown in the schedule.

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### What is not covered **We** will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;

## Property – Buildings

### Policy wording

- b. settlement or bedding down of new structures;
  - c. settlement or movement of made-up ground;
  - d. coastal or river erosion;
  - e. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
  - f. **subsidence**:
    - i. to boundary walls, gates and fences, ornamental ponds and fountains, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
    - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause;
  - g. demolition, building work or groundwork on the premises but this exclusion shall not apply where cover is provided under **What is covered**, **Additional cover**, Contract works and site materials;
  - h. a rise in the water table;
  - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
  - j. **storm** or **flood** to gates or fences, other than lych gates;
  - k. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
  - l. **date recognition**; or
  - m. any **virus**.
2. **damage** to any **computers, equipment**, oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
  3. **damage** to **contract works** or **site materials** caused by the **contractor** during the course of any building works.
  4. misuse, faulty workmanship, defective design or the use of faulty materials.
  5. the cost of maintenance or routine redecoration.
  6. any indirect losses which result from the incident which caused **you** to claim.
  7.
    - a. **damage** caused solely by pollution or contamination; or
    - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination. This does not apply to the cover under **What is covered**, Discharge of oil.
  8. the amount of the **excess**.
  9. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
    - a. **terrorism**;
    - b. civil commotion in Northern Ireland;
    - c. **war**;
    - d. **confiscation**;
    - e. **nuclear risks**;
    - f. **communicable disease** or the fear or threat of **communicable disease**; or
    - g. any action taken in controlling, preventing, suppressing or in anyway responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 9a or 9b above, it will be for **you** to show that the clause does not apply.

### How much we will pay

**We** will pay up to the **amount insured** unless limited below or in the schedule, but **we** will not pay more than the **amount insured** in total for the cost of rebuilding or repair and other costs combined.

## Property – Buildings

### Policy wording

Rebuilding and repair	<p><b>We</b> will pay the cost of rebuilding or repairing the <b>buildings</b> to a condition equal to but not better or more extensive than its condition when new, provided <b>you</b> carry out the rebuilding or repair and do so without unreasonable delay.</p> <p><b>We</b> will pay the cost of rebuilding or repairing the <b>contract works</b> to a condition equal to but not better or more extensive than their condition at the time the <b>damage</b> occurred, provided <b>you</b> carry out the rebuilding or repair and do so without unreasonable delay.</p> <p>For <b>site materials</b>, at <b>our</b> option <b>we</b> will repair, restore, replace or pay for any lost or damaged items. <b>We</b> will pay the lesser of:</p> <ol style="list-style-type: none"> <li>a. <b>your</b> liability in respect of the <b>site materials</b>;</li> <li>b. the cost of repair, restoration or replacement at the trade market value of such items.</li> </ol> <p>The most <b>we</b> will pay for <b>damage</b> to <b>contract works</b> and <b>site materials</b> is the <b>amount insured</b> shown in the schedule. The most <b>we</b> will pay for <b>damage</b> to <b>site materials</b> at a <b>temporary storage location</b> is 10% of the <b>amount insured</b> shown in the schedule for <b>contract works</b> and <b>site materials</b>.</p>
Other costs	<p><b>We</b> will pay the following necessary and reasonable costs and expenses <b>you</b> incur in rebuilding or repairing following <b>damage</b> insured by this section:</p> <ol style="list-style-type: none"> <li>a. the cost of removing debris of the <b>buildings</b>, <b>contract works</b> or <b>site materials</b> from the premises or the area immediately adjacent;</li> <li>b. the cost of dismantling, demolishing, shoring up or propping up any part of the <b>buildings</b> or <b>contract works</b>;</li> <li>c. the cost of complying with any statutory or local authority requirement regarding the damaged or undamaged part of the <b>buildings</b> or <b>contract works</b>, unless notice of such requirement was served before the <b>damage</b> and provided the <b>buildings</b> or <b>contract works</b> were originally built according to any government and local authority regulations in force at that time;</li> <li>d. the fees of architects, surveyors or consulting engineers;</li> <li>e. clearing, cleaning and repairing drains, gutters, sewers and the like on <b>your</b> property which are blocked or damaged.</li> </ol> <p><b>We</b> will not pay for the cost of preparing a claim.</p>
Special rebuilding conditions	<p><b>You</b> may rebuild or replace <b>buildings</b> which are totally destroyed in any manner suitable to <b>your</b> requirements and/or on another site provided this does not increase the cost.</p>
Under insurance	<p>If, at the time of <b>damage</b>, <b>we</b> establish that the <b>amount insured</b> does not represent the amount it would cost to reinstate the <b>buildings</b>, including an allowance for other costs, <b>we</b> will reduce the amount <b>we</b> pay for any claim or loss in the proportion that the premium <b>you</b> have paid bears to the premium <b>we</b> would have charged <b>you</b> if <b>you</b> had declared the actual cost of reinstatement.</p> <p><b>We</b> will only apply this calculation if:</p> <ol style="list-style-type: none"> <li>1. <b>we</b> establish that the values declared to <b>us</b> are less than 85% of the actual reinstatement cost; and</li> <li>2. <b>we</b> establish that <b>your</b> failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of <b>your</b> obligation to:             <ol style="list-style-type: none"> <li>a. make a fair presentation of the risk to <b>us</b> before the start of the <b>period of insurance</b>; or</li> <li>b. notify <b>us</b> of a change of circumstances in relation to the reinstatement cost of the <b>buildings</b>, which may materially affect the <b>policy</b>; or</li> <li>c. make a fair presentation of the risk to <b>us</b> when notifying <b>us</b> of a change of circumstances in relation to the reinstatement cost of the <b>buildings</b> which may materially affect the <b>policy</b>.</li> </ol> </li> </ol> <p>This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii. If <b>your</b> failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.</p>

Index linking

The **amount insured** for **buildings** will be adjusted monthly in line with any change in nationally published indices. **We** will not reduce the **amount insured** without **your** consent.

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### Your obligations

If any damage occurs

**We** will not make any payment under this section unless **you**:

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Unoccupancy

**You** must tell **us** immediately if the **buildings**, including any self-contained areas thereof, will be **unoccupied** for any reason, including pending any work to extend, renovate, build or demolish any part of the **buildings**. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, we will not make any payment under this section for **damage** occurring while the **buildings** are **unoccupied**, other than where caused by fire, lightning, earthquake or aerial impact.

Buildings not in use

For **damage** to **buildings** closed due to **seasonal building usage** **you** must ensure that:

- a. the central heating system is kept in full and effective operation at a minimum temperature of 13°C (55°F); or
- b. the water services are shut off at the stopcock where they enter the **building**, other than those necessary to maintain fire prevention systems;
- c. the **building** is inspected by **you** or on **your** behalf by a responsible adult at least weekly for signs of defects, damage, vandalism or unauthorised access; and
- d. an inspection log of all defects, damage, signs of vandalism or unauthorised access is maintained and available for inspection by **us** at any time.

All damage or defects must be rectified accordingly and all necessary repairs undertaken to make the **building** secure following any act of vandalism or unauthorised access.

**We** will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

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### Special conditions

Workmen

Workmen are permitted in or about any of the **buildings** for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.

Building contracts

For the duration of the **building contract**, the insurance cover provided under this **policy** for the **buildings**, the **contract works** and the **site materials** is considered to be held jointly by **you** and the **contractor**, but only in so far as this is required under the terms of the **building contract**.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

### Special definitions for this section

<b>Contents</b>	<p>The contents of <b>your insured location</b> used in connection with <b>your activities</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ol style="list-style-type: none"> <li>a. <b>computers</b>;</li> <li>b. <b>stock</b>;</li> <li>c. <b>fine art</b>;</li> <li>d. tenant's improvements, decorations, fixtures and fittings and other general contents including, if attached to the building, external signs, aerials, satellite dishes;</li> <li>e. pipes, ducting, cables, wires and associated control equipment within the <b>insured location</b> and extending to the public mains;</li> <li>f. sports equipment, gardening equipment, plant and machinery;</li> <li>g. technical equipment including PA, projection, sound, lighting, editing and other equipment kept within the <b>insured location</b>.</li> </ol> <p><b>Money</b> and <b>personal effects</b> are not included within this definition.</p>
<b>Fine art</b>	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability.
<b>Hacker</b>	Anyone who maliciously targets <b>you</b> and gains unauthorised access to <b>your</b> website, intranet, computer system, network, telephony equipment or data that <b>you</b> hold electronically.
<b>Money</b>	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to <b>you</b> .
<b>Personal effects</b>	Articles worn, used or carried about the person excluding cash, bank and currency notes and jewellery.
<b>Rent payable</b>	Rent for the <b>insured location</b> that <b>you</b> must legally pay whilst the <b>insured location</b> or any part of it is unusable as a result of <b>damage</b> insured by this section.
<b>Stock</b>	Goods held in trust, stock, samples, merchandise goods, food, drink, and tobacco.

### What is covered

	<b>We</b> will insure <b>you</b> against <b>damage</b> occurring during the <b>period of insurance</b> to <b>contents</b> at the <b>insured location</b> and any other items specified in the schedule.
<b>Additional cover</b>	The following are also provided up to the amount shown in the schedule:
Costs following glass breakage	<ol style="list-style-type: none"> <li>1. The necessary and reasonable costs <b>you</b> incur following breakage or scratching during the <b>period of insurance</b> of glass, which belongs to <b>you</b> or for which <b>you</b> are legally responsible, for: <ol style="list-style-type: none"> <li>a. temporary boarding-up;</li> <li>b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;</li> <li>c. replacement lettering or other ornamental work and alarm foil on glass.</li> </ol> </li> </ol>
Additions to contents	<ol style="list-style-type: none"> <li>2. <b>Damage</b> occurring during the <b>period of insurance</b> to any additional <b>contents</b>, provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.</li> </ol>

## Property – Contents

Policy wording

- |   |   |
|---|---|
| Money   | <p>3. <b>Damage</b> occurring during the <b>period of insurance</b> to <b>money</b> held in connection with <b>your activities</b>:</p> <ul style="list-style-type: none"> <li>a. at the <b>insured location</b> while open for business;</li> <li>b. at the <b>insured location</b> in a locked safe;</li> <li>c. in transit within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland or whilst at the home of any <b>councillor</b>, trustee, employee or volunteer of <b>yours</b> in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.</li> </ul> |
| Identity fraud  | <p>4. The following reasonable and necessary expenses <b>you</b> have to pay solely as a direct result of an <b>identity fraud</b> occurring during the <b>period of insurance</b>:</p> <ul style="list-style-type: none"> <li>a. solicitor's fees to defend a claim against <b>you</b> by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness <b>your</b> signature;</li> <li>b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;</li> <li>c. fees charged when <b>you</b> re-apply for a commercial loan that was originally rejected.</li> </ul>                    |
| Personal effects  | <p>5. <b>Damage</b> occurring in the <b>insured location</b> during the <b>period of insurance</b> to the <b>personal effects</b> of <b>your councillors</b>, trustees, employees, volunteers or visitors to the <b>insured location</b> provided they are not insured elsewhere.</p>   |
| Reconstitution of electronic data                       | <p>6. The reasonable cost of <b>reconstitution of data</b> a direct result of <b>damage</b> covered under this section.</p>   |
| Reconstitution of other business documents              | <p>7. The reasonable costs of replacing or reconstituting <b>your</b> business documents that are not held electronically and which <b>you</b> need to continue <b>your activities</b>, if such documents have been lost or destroyed as a direct result of <b>damage</b> covered under this section.</p>   |
| Lock replacement  | <p>8. The costs <b>you</b> incur to replace locks and keys necessary to maintain the security of the <b>insured location</b> or safes following theft of keys involving force and violence occurring during the <b>period of insurance</b>.</p>   |
| Building damage by theft                                | <p>9. The cost of repairing <b>damage</b> occurring during the <b>period of insurance</b> to the buildings at the <b>insured location</b> caused by theft or attempted theft and for which <b>you</b> are legally liable.</p>   |
| Personal assault following robbery or attempted robbery | <p>10. Compensation as shown in the schedule if any <b>councillor</b>, trustee, employee or volunteer of <b>yours</b> is physically injured in the course of <b>your activities</b> in a robbery or attempted robbery occurring during the <b>period of insurance</b> within the <b>geographical limits</b> and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the <b>period of insurance</b>.</p>  |
| Metered water and fuel                                  | <p>11. The cost that <b>you</b> incur for any metered water and fuel used at the <b>insured location</b> when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of <b>damage</b> occurring during the <b>period of insurance</b> to any storage tank, equipment or piping resulting from a cause not otherwise excluded.</p>   |
| Outdoor items   | <p>12. <b>Damage</b> occurring during the <b>period of insurance</b> to outdoor furniture, heaters, ornaments and statues that are normally left outdoors within the confines of the <b>insured location</b>.</p>   |
| Marquees  | <p>13. <b>Damage</b> occurring during the <b>period of insurance</b> to any marquee and associated lighting, heating and furnishings that are erected within the confines of the <b>insured location</b> shown in the schedule provided that <b>you</b> are legally responsible for such <b>damage</b> and it is not insured elsewhere.</p>   |



- |   |   |
|---|---|
| Refrigerated stock                                    | 14. The costs <b>you</b> incur to replace spoiled refrigerated goods stored in a refrigeration unit at the <b>insured location</b> caused by a sudden failure of the unit, escape of refrigerant or refrigeration fumes, or accidental failure of the public electricity supply occurring during the <b>period of insurance</b> . This extension will only apply if the refrigeration unit is less than five years old or is maintained under annual contract by a suitably qualified refrigeration engineer.   |
| Undamaged tenant's improvements                       | 15. Tenant's improvements if <b>your</b> lease is cancelled by the lessor as a consequence of <b>damage</b> occurring during the <b>period of insurance</b> to the <b>insured location</b> , provided the cancellation is a valid condition of <b>your</b> lease and tenant's improvements are an insured item under this <b>policy</b> .   |
| Defective title – fine art                            | 16. If, during the <b>period of insurance</b> , someone claims that an item of <b>fine art</b> is not rightfully <b>yours</b> and <b>you</b> are legally obliged to return the item to its rightful owner because it is proved that <b>you</b> do not have good title to it, <b>we</b> will pay <b>you</b> the amount <b>you</b> paid for it, or the value shown in the schedule or valuation if this is less. <b>We</b> will only do this if: <ul style="list-style-type: none"> <li>a. <b>you</b> bought the item during the period that the <b>fine art</b> has been insured with <b>us</b>; and</li> <li>b. <b>you</b> tell <b>us</b> about the claim during the <b>period of insurance</b>; and</li> <li>c. <b>you</b> made reasonable enquiries about the item's provenance before <b>you</b> bought it.</li> </ul> |
| Continuing hire charges                               | 17. Continuing hire charges for <b>contents</b> hired in by <b>you</b> whilst such <b>contents</b> are being repaired as a direct result of <b>damage</b> occurring during the <b>period of insurance</b> , provided: <ul style="list-style-type: none"> <li>a. <b>you</b> are legally liable for such costs; and</li> <li>b. <b>we</b> have made payment or admitted liability for such <b>damage</b>.</li> </ul>  |
| Contents temporarily elsewhere                        | 18. <b>Damage</b> occurring during the <b>period of insurance</b> to <b>contents</b> temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland, including whilst in transit.   |
| Exhibition stands and equipment temporarily elsewhere | 19. <b>Damage</b> occurring during the <b>period of insurance</b> to exhibition stands and exhibition equipment which belongs to <b>you</b> or for which <b>you</b> are legally responsible within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland, including whilst in transit.  |
| Defibrillators  | 20. <b>Damage</b> occurring during the <b>period of insurance</b> to defibrillators and defibrillator cabinets, which belong to <b>you</b> or for which <b>you</b> are legally responsible within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland, including whilst in transit.   |
| Bequeathed property                                   | 21. <b>Damage</b> occurring during the <b>period of insurance</b> to <b>contents</b> anywhere in the <b>geographical limits</b> bequeathed to <b>you</b> provided <b>you</b> tell <b>us</b> the additional values as soon as possible and no later than three months from the commencement of <b>your</b> interest in the bequeathed <b>contents</b> . If <b>you</b> do not, <b>we</b> will not have to pay any claim. <b>You</b> must pay the appropriate premium. <b>We</b> will not make any payment for <b>money</b> , aircraft or other aerial devices, hovercraft, watercraft or any mechanically propelled vehicles and their trailers or where the item of bequeathed <b>contents</b> is insured under any other policy. The limit shown in the schedule represents the replacement cost value.                   |
| Fund raising events                                   | 22. <b>Damage</b> occurring during the <b>period of insurance</b> to raffle prizes or auction lots, additional <b>stock</b> or contents hired in for any fund raising event, religious festival or similar event.   |
| Contents kept at home                                 | 23. <b>Damage</b> occurring during the <b>period of insurance</b> to <b>contents</b> used and kept at the home of any <b>councillor</b> , trustee, employee or volunteer of <b>yours</b> for the purposes of the <b>business</b> , provided the home is in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.   |



### Fraud and dishonesty

24. **Your** direct financial loss as a direct result of fraud or dishonesty of any **councillor**, trustee, treasurer, secretary, financial officer or employee of **yours** occurring during **the period of insurance**, provided that:
- there was a clear intention to cause **you** financial loss or damage and to obtain a personal financial gain over and above salary, bonus or commission; and
  - the loss is notified to **us** within ten working days of its discovery by **you**; and
  - dual controls exist for the signing of cheques, issuing instructions for disbursements of assets or funds, fund transfer procedures and investment; and
  - satisfactory references not indicating any dishonesty have been received for all new employees.

For a reference to be satisfactory it must be a written or fully documented verbal reference for a period of two years prior to the commencement of employment of the employee obtained from:

- a previous employer; or
- an accountant and one other customer in respect of any periods of self-employment; or
- the school or college in respect of any of full-time education.

The most **we** will pay for all losses occurring during the **period of insurance** arising from the fraud or dishonesty of any **councillor**, trustee, treasurer, secretary, financial officer or employee of **yours** is the amount shown in the schedule.

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### What is not covered

**We** will not make any payment for:

- damage** caused by:
  - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
  - dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
  - coastal or river erosion;
  - a rise in the water table;
  - theft from an unattended vehicle unless the item is out of sight in a locked boot;
  - frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **insured location** is occupied and in use;
  - date recognition**; or
  - a **virus** or **hacker**.
- damage** to property being cleaned, worked on or maintained, other than **fine art**.
- damage** to any **computers, equipment** or oil or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
- loss or distortion of information resulting from error or malfunction of **computers**.
- the value to **you** of any lost or distorted information.
- misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- unexplained loss or disappearance or inventory shortage.
- loss due to clerical or accounting errors.
- financial loss due to **your** parting with title or possession of property or rights to property prior to receiving payment in full.
- any indirect losses which result from the incident which caused **you** to claim.

## Property – Contents

### Policy wording

11. a. **damage** caused solely by pollution or contamination; or
  - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
12. the amount of the **excess**.
13. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
  - a. **terrorism**;
  - b. civil commotion in Northern Ireland;
  - c. **war**;
  - d. **confiscation**;
  - e. **nuclear risks**;
  - f. **communicable disease** or the fear or threat of **communicable disease**; or
  - g. any action taken in controlling, preventing, suppressing or in anyway responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 13a or 13b above, it will be for **you** to show that the clause does not apply.

### How much we will pay

#### Repair and replacement

**We** will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

At **our** option **we** will repair, restore, replace or pay for any lost or damaged items on the following basis:

1. for **contents** other than **stock**, **personal effects** or **fine art**, the cost of repair or replacement as new.
2. for **stock**, other than second-hand **stock** or goods held in trust, the cost of repair or replacement at the cost price to **you**.
3. for second-hand **stock**, the cost of repair or replacement at the trade market value.
4. for goods held in trust, the lesser of:
  - i. **your** liability in respect of the goods held in trust; or
  - ii. the cost of repair or replacement at the trade market value of such goods.
5. for **personal effects**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.
6. for **fine art**, the agreed value of the individual item lost or damaged as shown in the schedule or valuation.

However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

For any item of **fine art** which has not been individually valued in the schedule or valuation, **we** will decide whether **we** repair, restore, replace or make a cash settlement for that item. If **we** choose to make a cash settlement, **we** will pay the market value of the item immediately prior to the **damage**, taking account of any increased value the item may have because it forms part of a pair or set. The most **we** will pay for any one item, pair or set is £25,000.

#### Debris removal

**We** will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **contents** from the premises or the area immediately adjacent, following **damage** insured by this section.

## Property – Contents

### Policy wording

#### Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the total value of the **contents**, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the total value of the **contents**.

**We** will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the **contents**; and
2. **we** establish that **your** failure to declare the total value of the **contents** was not deliberate or reckless and was a breach of **your** obligation to:
  - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
  - b. notify **us** of a change of circumstances in relation to the total value of the **contents**, which may materially affect the **policy**; or
  - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **contents** which may materially affect the **policy**.

This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii.

If **your** failure to declare the total value of the **contents** was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

#### Index linking

The **amount insured** for **contents**, other than **fine art**, will be adjusted monthly in line with any increase in nationally published indices. **We** will not reduce the **amount insured** without **your** consent.

Personal assault following robbery or attempted robbery	<b>We</b> will not pay compensation under more than one heading in the schedule for the same injury.
Pair and sets	If any <b>contents</b> which have an increased value because they form part of a pair or set suffer <b>damage</b> , any payment <b>we</b> make will take account of the increased value.
Other interests	Any payment will take into account the interest of any party having an insurable interest in the <b>contents</b> insured, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party.

### Your obligations

If any damage occurs	<p><b>We</b> will not make any payment under this section unless <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. notify <b>us</b> promptly of any <b>damage</b> which might be covered;</li> <li>2. report to the police, as soon as reasonably possible, any <b>damage</b> arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and</li> <li>3. arrange for urgent repairs to be done immediately. Before any other repair work begins <b>we</b> have the right to inspect the damaged property. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</li> </ol>
Backing-up electronic data	<b>You</b> must take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the <b>insured location</b> . If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.
Protections	<p><b>You</b> must ensure that all fire alarms, fire break doors, shutters and safety curtains, security systems and physical protections notified to <b>us</b> are in full operation whenever the <b>insured location</b> is left unattended, unless <b>you</b> have already advised <b>us</b> that a system is not working properly. <b>We</b> may then vary the terms and conditions of this <b>policy</b>. All systems must be regularly serviced under contract by a reputable company at least annually.</p> <p><b>We</b> will not make any payment under this section in respect of any incident occurring whilst <b>you</b> are not in compliance with this condition unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the <b>damage</b> occurring in the circumstances in which it occurred.</p>
Unoccupancy	<p><b>You</b> must tell <b>us</b> immediately if the <b>buildings</b>, including any self-contained areas thereof, will be <b>unoccupied</b> for any reason, including pending any work to extend, renovate, build or demolish any part of the <b>buildings</b>. <b>We</b> may change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.</p> <p>If <b>you</b> do not tell <b>us</b>, we will not make any payment under this section for <b>damage</b> occurring while the <b>buildings</b> are <b>unoccupied</b>.</p>
Buildings not in use	<p>For <b>buildings</b> closed due to <b>seasonal building usage you</b> must ensure that:</p> <ol style="list-style-type: none"> <li>a. the central heating system is kept in full and effective operation at a minimum temperature of 13°C (55°F); or</li> <li>b. the water services are shut off at the stopcock where they enter the <b>building</b>, other than those necessary to maintain fire prevention systems;</li> <li>c. the <b>building</b> is inspected by <b>you</b> or on <b>your</b> behalf by a responsible adult at least weekly for signs of defects, damage, vandalism or unauthorised access; and</li> <li>d. an inspection log of all defects, damage, signs of vandalism or unauthorised access is maintained and available for inspection by <b>us</b> at any time. All damage or defects must be rectified accordingly and all necessary repairs undertaken to make the <b>building</b> secure following any act of vandalism or unauthorised access.</li> </ol> <p><b>We</b> will not make any payment under this section in respect of any incident occurring whilst <b>you</b> are not in compliance with these conditions unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the <b>damage</b> occurring in the circumstances in</p>



## **Property – Contents**

Policy wording

which it occurred.



## Property – Contents

Policy wording

Cash, bank and currency notes in transit

**You** must ensure that cash, bank and currency notes in transit with a total value:

- a. between £2,000 and £6,000 is carried by at least two able bodied adults;
- b. between £6,001 and £10,000 is carried by at least three able bodied adults;
- c. in excess of £10,001 is carried by a Security Industry Authority approved cash and valuables in transit company.

Please check the **policy** schedule to see what cover **you** have for **money** as it may be lower than the above limits.

**We** will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

## Property – Business interruption

### Policy wording

Please read the schedule to see if **your** loss of **income** or loss of **gross profit** or **additional increased costs of working** are covered.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

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### Special definitions for this section

<b>Accidental bodily injury</b>	An identifiable bodily injury, including illness solely and directly resulting from the injury, to a <b>key person</b> which is caused by an accident occurring at an identifiable time and place during the <b>period of insurance</b> and which results in the <b>key person's</b> death or <b>disablement</b> .
<b>Additional increased costs of working</b>	The additional costs and expenses, not including the costs of <b>reconstitution of data</b> , reasonably incurred by <b>you</b> with <b>our</b> prior consent in order to continue <b>your business</b> or minimise <b>your</b> loss of <b>income</b> or <b>gross profit</b> during the <b>indemnity period</b> and not limited to the reduction in <b>income</b> or <b>gross profit</b> saved.
<b>Alternative hire costs</b>	The reasonable hire costs incurred by <b>you</b> during the <b>period of insurance</b> for the necessary hire of a substitute item of similar type and capacity either whilst <b>property</b> is being repaired or until permanently replaced, following <b>insured damage</b> or <b>insured failure</b> .
<b>Annualised amount insured</b>	The <b>amount insured</b> divided by the <b>indemnity period</b> multiplied by 12.
<b>Disablement</b>	A condition which, in the opinion of a qualified medical adviser approved by <b>us</b> , entirely prevents the <b>key person</b> from attending to their duties on <b>your</b> behalf.
<b>Gross profit</b>	The difference between the sum of <b>your income</b> , closing stock and work in progress and the sum of <b>your</b> opening stock, work in progress and <b>uninsured working expenses</b> .
<b>Illness</b>	An illness or disease contracted by a <b>key person</b> which first becomes apparent during the <b>period of insurance</b> and which results in the <b>key person's</b> <b>disablement</b> .
<b>Income</b>	The total income from <b>your activities</b> carried out from <b>your insured location</b> .
<b>Increased costs of working</b>	The costs and expenses necessarily and reasonably incurred by <b>you</b> for the sole purpose of minimising the reduction in <b>income</b> from <b>your activities</b> during the <b>indemnity period</b> , but not exceeding the reduction in <b>income</b> saved.
<b>Indemnity period</b>	The period, in months, beginning at the date of the <b>insured damage</b> or <b>insured failure</b> , or the date the restriction is imposed, and lasting for the period during which <b>your income</b> is affected as a result of such <b>insured damage</b> , <b>insured failure</b> or restriction, but for no longer than the number of months shown in the schedule.
<b>Insured damage</b>	<b>Damage</b> , other than <b>failure</b> , to <b>property</b> provided that: a. the <b>damage</b> is not otherwise excluded by the buildings, contents or other property section of this <b>policy</b> ; and b. payment has been made or liability admitted by the insurer under any insurance covering such <b>damage</b> .
<b>Insured failure</b>	<b>Failure</b> of <b>equipment</b> , <b>computers</b> , oil or water storage tanks and other insured items provided that: a. the <b>failure</b> is not otherwise excluded by the Equipment breakdown section of this <b>policy</b> ; and b. payment has been made or liability admitted by <b>us</b> under the Equipment breakdown section of this <b>policy</b> .
<b>Key person</b>	Any of <b>your</b> treasurers, financial officers, secretaries, clerks, deputy clerks, groundsmen or deputy groundsmen aged between 21 and 90 inclusive at the start of the <b>period of insurance</b> . <b>We</b> consider them to be <b>key persons</b> only while they are working on behalf of <b>your activities</b> or commuting for the purposes of <b>your activities</b> .



<b>Notifiable human disease</b>	Any of the following human infectious or human contagious diseases, an outbreak of which must be notified to the local authority. <ol style="list-style-type: none"> <li>a. acute encephalitis;</li> <li>b. anthrax;</li> <li>c. cholera;</li> <li>d. dysentery;</li> <li>e. legionellosis;</li> <li>f. legionnaires disease;</li> <li>g. leptospirosis;</li> <li>h. paratyphoid fever;</li> <li>i. rabies; or</li> <li>j. tetanus.</li> </ol>
<b>Rate of gross profit</b>	The percentage produced by dividing <b>gross profit</b> by <b>your income</b> during the financial year immediately before any <b>insured damage, insured failure</b> or restriction.
<b>Rent</b>	Rent: <ol style="list-style-type: none"> <li>a. for the <b>insured location</b> that <b>you</b> must legally pay whilst the <b>insured location</b> or any part of it is unusable as a result of <b>insured damage, insured failure</b> or restriction;</li> <li>b. that <b>you</b> cannot legally recover from <b>your</b> tenants whilst the <b>buildings</b> or any part are unusable as a result of <b>insured damage, insured failure</b> or restriction.</li> </ol>
<b>Uninsured working expenses</b>	Purchases less discounts received, bad debts, <b>rent</b> and any other item described in the schedule.

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### What is covered

**We** will insure **you** for **your** financial losses and other items specified in the schedule, resulting solely and directly from an interruption to **your activities** caused by:

Financial losses from insured damage	1. <b>insured damage to property:</b> <ol style="list-style-type: none"> <li>a. insured under any property section of this <b>policy</b>, other than equipment breakdown; or</li> <li>b. insured elsewhere, but not under this <b>policy</b>, provided the <b>damage</b> occurred whilst the <b>property</b> was contained at the <b>insured location</b>.</li> </ol>
Denial of access	2. <b>insured damage to property</b> within 1km of the <b>insured location</b> which prevents or hinders <b>your</b> access to the <b>insured location</b> .
Non-damage denial of access	3. an incident within a 1km radius of the <b>insured location</b> which results in a denial of access or hindrance in access to the <b>insured location</b> during the <b>period of insurance</b> , imposed by any civil or statutory authority or by order of the government or any public authority, for more than 24 hours.
Bomb threat	4. <b>your</b> total inability to use the <b>insured location</b> due to restrictions imposed by the police or British Armed Forces caused by the presence or suspected presence of an incendiary or explosive device within the premises or in the vicinity of the <b>insured location</b> during the <b>period of insurance</b> , provided that such restriction applies for more than four hours and subject to <b>our</b> liability being limited to the actual period that total access is denied. No cover will be provided if actual <b>damage</b> or <b>failure</b> is caused by the device.
Suppliers	5. <b>insured damage</b> , other than damage caused by <b>flood</b> or <b>earth movement</b> , arising at the premises of one of <b>your</b> suppliers operating and based in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar, other than water, gas, electricity or telecommunications services.
Public utilities	6. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar, to the

## Property – Business interruption

### Policy wording

**insured location** for more than 24 consecutive hours caused by **insured damage**, other than **flood** or **earth movement**, to any land based premises of the supply authority or the terminal feed to the **insured location**, or underground pipes or underground cables conveying such services from the supply authority to **your** premises.

Public authority	7. <b>your</b> inability to use the <b>insured location</b> due to restrictions imposed by a public authority during the <b>period of insurance</b> following: <ol style="list-style-type: none"> <li>a. a murder or suicide;</li> <li>b. an occurrence of a <b>notifiable human disease</b>;</li> <li>c. injury or illness of any person traceable to food or drink consumed on the premises;</li> <li>d. defects in the drains or other sanitary arrangements;</li> <li>e. vermin or pests at the premises.</li> </ol>
Failure of safety equipment	8. accidental failure of a safety curtain, emergency lighting system or fire alarm system to operate at the <b>insured location</b> during the <b>period of insurance</b> for more than 24 consecutive hours;
Loss of attraction	9. <b>insured damage to property</b> within 1km of the <b>insured location</b> resulting in a shortfall in <b>your</b> expected <b>income</b> or <b>gross profit</b> for more than seven consecutive days.
Equipment breakdown	10. <b>insured failure</b> .
<b>Additional cover</b>	
Key person cover	1. If a <b>key person</b> suffers <b>accidental bodily injury</b> or contracts an <b>illness</b> which lasts for more than 14 days, <b>we</b> will pay <b>you</b> for the expense <b>you</b> incur in replacing that <b>key person</b> during the <b>period of insurance</b> and any subsequent <b>period of insurance</b> , less any savings <b>you</b> are able to make in order to avoid or reduce a loss.
Unauthorised use of public utilities	2. <b>We</b> will insure <b>you</b> for <b>your</b> financial losses arising directly from the unauthorised use of water, gas, electricity or telecommunications services for more than 12 hours by third-parties during the <b>period of insurance</b> and notified to <b>us</b> within three months of the unauthorised use.

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### What is not covered

1. **We** will not make any payment for any interruption to **your activities** directly or indirectly caused by, resulting from or in connection with **terrorism**. This does not apply to the cover under **What is covered**, Bomb threat.
2. **We** will not make any payment under this section if **your activities** are discontinued permanently or if a liquidator or receiver is appointed.
3. **We** will not make any payment under **What is covered**, **Additional cover**, Key person cover where the **accidental bodily injury** to or **illness** of a **key person** is directly or indirectly caused by or results from:
  - a. any emotional or psychiatric disorder or condition;
  - b. the **key person** taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the **key person**);
  - c. the **key person** committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
  - d. any criminal act by **you** or the **key person**;
  - e. pregnancy or any condition connected with pregnancy or childbirth;
  - f. any physical defect, infirmity or medical condition known to the **key person** at the inception date of this **policy**, unless the defect, infirmity or condition has been without the need for any medical advice or medical treatment during the 24 month period preceding that **key person** suffering the **accidental bodily injury** or contracting the **illness**.
4. **We** will not make any payment for any interruption or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**. However, this exclusion does not apply to



## Property – Business interruption

Policy wording

**What is covered**, Public authority 7b in respect of any **notifiable human disease**.

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### How much we will pay

**We** will pay up to the **amount insured** unless limited below or shown in the schedule. **We** will pay for no longer than the period shown in the schedule against each insured item.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

#### Loss of income

The difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working** and **alternative hire costs**.

## Property – Business interruption

### Policy wording

Loss of gross profit	The sum produced by applying the <b>rate of gross profit</b> to any reduction in <b>income</b> during the <b>indemnity period</b> plus <b>increased costs of working</b> and <b>alternative hire charges</b> , less any business expenses or charges which cease or are reduced.
Key person cover	<p><b>We</b> will pay the expense <b>you</b> incur up to the amounts shown in the schedule.</p> <p>If a <b>key person</b> is suffering from temporary <b>disablement</b>, <b>we</b> will pay only for the period of that <b>key person's disablement</b> and <b>we</b> will consider the <b>key person</b> to have made a recovery when he or she is able to engage in and perform the major duties of his or her role in <b>your activities</b>.</p>
Outstanding debts	Any of <b>your</b> outstanding debts which <b>you</b> are unable to recover following loss of <b>your</b> accounting records as a direct result of <b>insured damage</b> or <b>insured failure</b> .
Accountant's charges	The amount <b>we</b> will pay for loss of <b>income</b> , or loss of <b>gross profit</b> if applicable, includes the reasonable charges <b>you</b> pay to <b>your</b> professional accountant for producing information <b>we</b> require in support of a request for settlement under this section.
Under insurance	<p>If, at the time of <b>insured damage</b>, <b>insured failure</b> or restriction, <b>we</b> establish that the <b>annualised amount insured</b> declared to <b>us</b> does not represent <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> during the 12 months immediately preceding the date of the <b>insured damage</b>, <b>insured failure</b> or restriction, <b>we</b> will reduce the amount <b>we</b> pay in the proportion that the premium <b>you</b> have paid bears to the premium <b>we</b> would have charged <b>you</b> if <b>you</b> had declared <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b>.</p> <p><b>We</b> will only apply this calculation if:</p> <ol style="list-style-type: none"> <li>1. <b>we</b> establish that the <b>annualised amount insured</b> is less than 85% of <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> during the 12 months immediately preceding the start of the <b>period of insurance</b>; and</li> <li>2. <b>we</b> establish that <b>your</b> failure to declare <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> was not deliberate or reckless and was a breach of <b>your</b> obligation to make a fair presentation of the risk to <b>us</b> before the start of the <b>period of insurance</b>.</li> </ol> <p>This remedy may apply in addition to General Condition 2. b.ii. If <b>your</b> failure to declare <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> was deliberate or reckless, the remedy under General Condition 2.a. will apply.</p>
Business trends	The amount <b>we</b> pay for loss of <b>income</b> or loss of <b>gross profit</b> will be amended to reflect any special circumstances or business trends affecting <b>your activities</b> , either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the <b>insured damage</b> , <b>insured failure</b> or restriction had not occurred.
<b>Special limits</b>	
Failure of safety equipment	<b>We</b> will only pay for <b>your</b> loss of <b>income</b> or loss of <b>gross profit</b> for up to 72 consecutive hours from the time of the failure.
Loss of attraction	<b>We</b> will only pay for <b>your</b> financial losses or other items specified in the schedule for up to three consecutive months from the time of the <b>insured damage</b> .

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## Your obligations

If any damage occurs	<b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of any <b>damage</b> or event which might prevent or hinder <b>you</b> from carrying on <b>your activities</b> .
Property insurance	Where the <b>damage</b> involves property <b>you</b> own or are legally responsible for, <b>we</b> will not make any payment unless <b>you</b> have property insurance in force covering the <b>damage</b> and payment has been made, or liability admitted, under that insurance for the <b>damage</b> .
Accounts records	<b>You</b> must keep a record of all amounts owed to <b>you</b> and keep a copy of the record away from the <b>insured location</b> . If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

### Special definitions for this section

<b>Derangement</b>	Electrical or mechanical malfunction of <b>computers</b> arising from a cause internal to the <b>computer</b> unaccompanied by visible damage to or breaking out of any parts of the <b>computer</b> .
<b>Hazardous substance</b>	Any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency.

### What is covered

Equipment and computers	1. <b>We</b> will insure <b>you</b> against <b>failure</b> occurring during the <b>period of insurance</b> to: <ol style="list-style-type: none"> <li>a. <b>equipment</b> at the <b>insured location</b>; and</li> <li>b. <b>computers</b> at the <b>insured location</b>; and</li> <li>c. <b>computers</b> temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.</li> </ol>
Hazardous substances	2. <b>We</b> will pay for the additional cost to repair, replace, clean-up or dispose of <b>equipment</b> or <b>computers</b> solely due to contamination by a <b>hazardous substance</b> following a <b>failure</b> occurring during the <b>period of insurance</b> .
Reconstitution of electronic data	3. The reasonable costs for <b>reconstitution of data</b> as a direct result of: <ol style="list-style-type: none"> <li>a. <b>failure</b> covered under this section; or</li> <li>b. <b>derangement</b> occurring during the <b>period of insurance</b>.</li> </ol>
Expediting expenses	4. <b>We</b> will pay for the reasonable costs to make temporary repairs and expedite permanent repairs to or permanent replacement of <b>equipment</b> or <b>computers</b> following <b>failure</b> occurring during the <b>period of insurance</b> .
Building repair and reconstruction requirements	5. If <b>failure</b> of insured <b>equipment</b> , <b>computers</b> or oil or water storage tanks covered by this section causes <b>damage</b> to a <b>building</b> covered by this <b>policy</b> , and the loss is increased by enforcement of any regulation or legal requirement that: <ol style="list-style-type: none"> <li>a. regulates the construction or repair of buildings; or</li> <li>b. establishes land use requirements;</li> </ol> then <b>we</b> will pay for the necessary and reasonable additional costs incurred by <b>you</b> to: <ol style="list-style-type: none"> <li>i. demolish and clear the site of undamaged parts; and</li> <li>ii. repair or rebuild the <b>building</b>.</li> </ol> If the <b>building</b> is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by any land use regulation or legal requirement.
Oil and water storage tanks	6. <b>We</b> will pay for: <ol style="list-style-type: none"> <li>a. <b>failure</b> occurring during the <b>period of insurance</b> to oil and water storage tanks, including connected pipework, which belong to <b>you</b> or for which <b>you</b> are legally responsible at the <b>insured location</b>; and</li> <li>b. the reasonable costs to:           <ol style="list-style-type: none"> <li>i. replace the contents of oil storage tanks at the premises; and</li> <li>ii. clean and decontaminate <b>property</b> at the premises;</li> </ol>           following <b>damage</b> to such tanks covered by this section, if the contents of the tank leak, discharge or overflow from the tank or are contaminated as a direct result of the <b>damage</b>.         </li> </ol>

**What is not covered**

We will not make any payment for:

1. **damage to equipment, computers** or oil or water storage tanks due to **failure** caused by wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
2. **failure** caused by:
  - a. a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
  - b. an insulation breakdown test of any type of electrical equipment; or
  - c. a **virus**.
3. the value to **you** of any lost or distorted data or information.
4. **damage to:**
  - a. any structure, foundation, masonry, brickwork, cabinet or compartment which supports **equipment, computers** or oil or water storage tanks;
  - b. any insulating or refractory material;
  - c. sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
  - d. water piping other than boiler feedwater piping, boiler condensate return piping, hot water heating and supply piping or water piping forming a part of a refrigerating or air conditioning system;
  - e. sprinkler system tanks;
  - f. vehicles other than fork-lift trucks, aircraft, floating vessels or any equipment mounted on them;
  - g. dragline, excavation or construction equipment;
  - h. equipment manufactured by **you** for sale;
  - i. tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal;
  - j. any electronic equipment, other than **computers**, used for research, diagnostic, treatment, experimental or other medical or scientific purposes;
  - k. **production or process equipment;**
  - l. domestic laundry, kitchen, audio visual and home entertainment equipment whilst such equipment is used in private living quarters.
5. **damage to any equipment, computers** or oil or water storage tanks not insured under the other Property sections of this **policy**.
6. loss or damage recoverable under any maintenance agreement, warranty or guarantee, or which would be recoverable but for a breach of **your** obligations under such agreement, warranty or guarantee.
7.
  - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
  - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
8. **war, confiscation and nuclear risks**.
9. the amount of any **excess**.

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**How much we will pay**

**We** will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

All losses which arise from the same original cause or event or a single source will be regarded as one incident of loss.

## Repair and replacement

At **our** option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **equipment, computers**, oil or water storage tanks or other insured items owned by **you**, the cost of repair or replacement as new;
2. for **equipment, computers**, oil or water storage tanks or other insured items for which **you** are legally responsible, the lesser of:
  - a. **your** liability in respect of the **equipment** or **computers** or items; or
  - b. the cost of repair or replacement.

## Debris removal

**We** will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **equipment, computers**, oil or water storage tanks or other insured items from the **insured location** or the area immediately adjacent, following **damage** insured by this section.

## Other interests

Any payment **we** make will take into account the interest of any party having an insurable interest in the **property** insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

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**Your obligations**

## If any damage occurs

**We** will not make any payment under this section unless **you**:

1. notify **us** promptly of any **failure** which might be covered; and
2. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

## Backing-up electronic data

**You** must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the **insured location**. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

## Precautions

**You** must take reasonable steps to:

1. comply with any statute or order applicable to the insured **equipment, computers** or oil or water storage tanks; and
2. ensure that insured **equipment, computers** and oil or water storage tanks are properly maintained and used in accordance with the manufacturer's recommendations.

**We** will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.



The General terms and conditions and the following terms and conditions all apply to this section.

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**Special definitions for this section**

<b>Bodily injury</b>	Death or any bodily or mental injury or disease.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Employee</b>	<p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland working for <b>you</b> in connection with <b>your activities</b> who is:</p> <ul style="list-style-type: none"><li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>b. hired to or borrowed by <b>you</b>;</li><li>c. self-employed and working on a labour-only basis under <b>your</b> control or supervision;</li><li>d. engaged by labour-only sub-contractors;</li><li>e. a labour master or a person supplied by him;</li><li>f. engaged under a work experience or training scheme;</li><li>g. a voluntary worker engaged with <b>your</b> permission;</li><li>h. a <b>councillor</b>, committee member or trustee.</li></ul>
<b>Terrorism</b>	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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**What is covered**

Claims against you	<p>If any <b>employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of their work for <b>you</b> within the <b>geographical limits</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>The amount <b>we</b> pay will include <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> .
Claims against principals	<p>If, as a result of <b>your activities</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer or client of <b>yours</b> for whom <b>you</b> are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer or client that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ul style="list-style-type: none"><li>a. has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>b. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>c. has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li><li>d. gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ul>
Unsatisfied court judgments	If any <b>employee</b> obtains a judgment for damages following <b>bodily injury</b> against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, <b>we</b> will pay to the <b>employee</b> at <b>your</b> request the amount of any unpaid damages and awarded costs provided that:

## Employers' liability

### Policy wording

- a. the **bodily injury** is caused during the **period of insurance** and arises out of and in the course of his or her employment in **your activities**; and
- b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
- c. there is no appeal outstanding; and
- d. the **employee** assigns his or her judgment to **us**.

#### Additional cover

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day, that their attendance is required by **our** solicitor.

#### What is not covered

**We** will not make any payment for:

1. any claim or loss directly or indirectly due to:
  - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore;
  - b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform;
  - c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.
 

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

#### How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

#### Special limits

- Terrorism
- The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.
- Criminal proceedings costs
- We** will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.
- Court attendance compensation
- We** will pay **you** £100 for each day, or part day. The most **we** will pay for the total of all court attendance compensation is £10,000.

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**Your obligations**

If a problem arises

1. **We** will not make any payment under this section unless:
  - a. **you** notify **us** within 7 days of anything which may give rise to a claim under this section. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.  
**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your policy** number:  
By email to: liability.claims@hiscox.com; or  
By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
  - b. **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
2. When dealing with **your employee** or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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**Control of defence**

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

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**Compulsory insurance clause**

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.

The General terms and conditions and the following terms and conditions all apply to this section.

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**Special definitions for this section**

<b>Abuse or molestation</b>	<b>Bodily injury</b> directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Employee</b>	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland working for <b>you</b> in connection with <b>your activities</b> who is: <ul style="list-style-type: none"><li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>b. hired to or borrowed by <b>you</b>;</li><li>c. self-employed and working on a labour-only basis under <b>your</b> control or supervision;</li><li>d. engaged by labour-only sub-contractors;</li><li>e. a labour master or a person supplied by him;</li><li>f. engaged under a work experience or training scheme;</li><li>g. a voluntary worker engaged with <b>your</b> permission;</li><li>h. a <b>councillor</b>, committee member or trustee.</li></ul>
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Motor vehicle</b>	Any private car, estate car, utility car or passenger-carrying vehicle with not more than eight seats.
<b>No claims discount</b>	The discount allowed by an insurer to the normal premium payable in recognition of a period or periods of insurance without claim under a <b>motor vehicle</b> insurance policy.
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your councillor</b> , committee member or trustee.

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**What is covered**

Claims against you	If, as a result of <b>your activities</b> , any party brings a claim against <b>you</b> for: <ul style="list-style-type: none"><li>a. <b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li>b. <b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>;</li></ul> <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.
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## Public and products liability

### Policy wording

This includes a claim against any **employee of yours** when they are acting on **your** behalf in whatever capacity.

**We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

#### Hirer liability

**We** will also indemnify the hirer of the **insured location** against **bodily injury or property damage** occurring during the **period of insurance** arising directly from their use of the **insured location**.

**We** will not make any payment under this extension if the hirer:

- a. was using the **insured location** for commercial or business purposes; or
- b. has the benefit of any other insurance policy that also provides indemnity for the hirer's activities; or
- c. hires the **insured location** on a regular, permanent or long term basis unless:
  - i. the hirer is using the **insured location** for the benefit of the local community; and
  - ii. **you** request that **we** provide indemnity.

#### Overseas personal liability

**We** will indemnify **you** and if **you** so request, any of **your employees** against legal liability as a result of **bodily injury, property damage or personal injury** incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland other than:

- a. where indemnity arises out of the ownership or occupation of land or buildings;
- b. where indemnity is provided by any other insurance.

#### Claims against principals

If, as a result of **your activities**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer or client of **your activities** for whom you are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer or client that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

#### Claims against councillors and trustees

If, as a result of **your activities**, any party first brings a claim against any **councillor, committee member or trustee of yours** (including a claim brought by another **councillor, committee member or trustee of yours** but not a claim brought by **you**) during the **period of insurance** for:

- a. **bodily injury or property damage** occurring within the **geographical limits**; or
- b. **personal injury or denial of access** committed within the **geographical limits**;

**we** will indemnify such person against the sums they have to pay as compensation.

**We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

**We** will not make any payment for any claim or loss where the **councillor, committee member or trustee** has not complied with the terms and conditions of the **policy** as if they were **you**.

#### Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

#### Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any **employee of yours**.

#### Motor contingent liability

If, any party brings a claim against **you** for **bodily injury** and or **property damage** occurring during the **period of insurance** and arising from any mechanically propelled vehicle or any

## Public and products liability

### Policy wording

trailer attached to it being used in connection with **your activities** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

**We** will not make any payment under this clause for any claim:

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is:
  - i. owned by **you**; or
  - ii. loaned, leased, hired or rented to **you**; or
  - iii. provided by **you**; or
  - iv. being driven by **you**;
- b. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
- c. arising from the vehicle being driven by **you** or any person who to **your** knowledge or that of **your** representatives does not hold a licence to drive the vehicle;
- d. more specifically insured under another insurance policy.

#### Additional cover

Loss of excess or no claims discount

**We** will pay:

- a. the **motor vehicle** excess; and
- b. any loss of or reduction in **no claims discount**;

payable by a **councillor**, committee member, trustee or **employee** of **yours** under a current **motor vehicle** insurance policy incurred as a result of an accident occurring during the **period of insurance** within the **geographical limits** involving a **motor vehicle** which, at the time of the accident, was being used by a **councillor**, committee member, trustee or **employee** in connection with **your activities**.

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that their attendance is required by **our** solicitor.

Loss of third-party keys

**We** will pay the reasonable costs to replace locks, keys or electronic pass cards of third parties following **your** loss of their keys or electronic pass cards for which **you** are legally responsible.

Unauthorised use of third party telephones by your employees

**We** will pay for the sums **you** have to pay as compensation to third parties following the unauthorised use of their telephone system by any of **your employees** during the **period of insurance**, provided that the unauthorised use is notified to **us** within three months of its happening.

Defamation and intellectual property rights

If, during the **period of insurance** and as a result of **your activities** any party brings a claim against **you** for:

- a. defamation;
- b. infringement of intellectual property rights;

**we** will indemnify **you** against the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

However, **we** will not make any payment for:

- a. any claim which arises out of circumstances notified to **your** previous insurers or which are known to **you** at the start date of the **period of insurance** as shown in the schedule;
- b. any claim which arises out of any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication;
- c. any claim directly or indirectly due to any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;
- d. any claim brought by an insured within the definition of **you** or any party with a financial, executive or managerial interest in **you**;
- e. **your** lost profit, mark-up or liability for VAT or its equivalent;
- f. any damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section;
- g. any claim brought outside the United Kingdom of Great Britain and Northern Ireland.

The **excess** for this additional cover is 10% of the agreed settlement value of each and every claim, subject to a minimum **excess** of £250 and a maximum **excess** of £2,500.

#### What is not covered

Property for which you are responsible	<p>A. We will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> <li>1. loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to:           <ol style="list-style-type: none"> <li>a. vehicles or personal effects belonging to <b>your councillors</b>, committee members, trustees, <b>employees</b> or visitors, while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your activities</b>;</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement.</li> </ol> </li> <li>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.           <p>This does not apply to:</p> <ol style="list-style-type: none"> <li>a. any <b>tool of trade</b>;</li> <li>b. the loading or unloading of any vehicle off the highway;</li> <li>c. any cover provided under <b>What is covered</b>, Motor contingent liability.</li> </ol> </li> </ol>
Injury to employees	<ol style="list-style-type: none"> <li>3. <b>bodily injury</b> to any <b>employee</b>.</li> </ol>
Pollution	<ol style="list-style-type: none"> <li>4.           <ol style="list-style-type: none"> <li>a.               <ol style="list-style-type: none"> <li>i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or</li> <li>ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>;  unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>;</li> </ol> </li> <li>b. any <b>pollution</b> occurring in the United States of America or Canada.</li> </ol> </li> </ol>
Computer virus	<ol style="list-style-type: none"> <li>5. transmission of a computer <b>virus</b>.</li> </ol>
Professional advice	<ol style="list-style-type: none"> <li>6. designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b>.</li> </ol>
Your products	<ol style="list-style-type: none"> <li>7. the costs of repairing, reconditioning or replacing any <b>product</b> or any of its parts.</li> <li>8.           <ol style="list-style-type: none"> <li>a. any of <b>your products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;</li> <li>b. any of <b>your products</b> installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>your products</b>.</li> </ol> </li> </ol>
Inefficacy	<ol style="list-style-type: none"> <li>9. <b>inefficacy</b>.</li> </ol>
Deliberate or reckless acts	<ol style="list-style-type: none"> <li>10. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.</li> </ol>
Contracts	<ol style="list-style-type: none"> <li>11. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.</li> </ol>
Date recognition	<ol style="list-style-type: none"> <li>12. <b>date recognition</b>.</li> </ol>
War, terrorism and nuclear	<ol style="list-style-type: none"> <li>13. <b>war, terrorism</b> or <b>nuclear risks</b>.</li> </ol>



Asbestos	14. <b>asbestos risks.</b>
Abuse or molestation	15. <b>abuse or molestation.</b>
Activities	<p>16. a. any activity involving the use of or provision of any:</p> <ul style="list-style-type: none"> <li>i. mechanically driven rides or any activities at speeds exceeding ten miles per hour; or</li> <li>ii. inflatable play equipment including but not limited to bouncy castles, slides and rides; or</li> <li>iii. pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern; or</li> <li>iv. weapons;</li> </ul> <p>b. any activity taking place:</p> <ul style="list-style-type: none"> <li>i. in or on water; or</li> <li>ii. underground; or</li> <li>iii. more than five metres above ground when outside a building or structure or five metres from floor level when inside a building or structure;</li> </ul> <p>c. aerial activity of any kind including bungee jumping;</p> <p>d. winter sports including but not limited to skiing, ice skating and the use of bobsleighs or skeletons;</p> <p>e. any kind of race:</p> <ul style="list-style-type: none"> <li>i. held on the public highway or where the public highway needs to closed or crossed;</li> <li>ii. with over 250 participants;</li> <li>iii. held over distances exceeding 10,000 metres;</li> <li>iv. crossing water;</li> <li>v. involving children under the age of 16 or the use of bicycles where the route is close to water or the public highway;</li> </ul> <p>f. fell running, any kind of endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of <b>bodily injury</b> including but not limited to a marathon, biathlon, triathlon, iron man competition, mountain bike race, weightlifting or commando challenge;</p> <p>g. horse riding or any other equestrian activities;</p> <p>h. gymnastics or trampolining;</p> <p>i. extreme activity including but not limited to mountaineering, rock-climbing or potholing;</p> <p>j. any activity that requires the use of guides or ropes (other than tug-of-war);</p> <p>k. any contact sport or professional sports of any kind;</p> <p>l. any nursing or the provision of care for any person with a known history of mental illness or criminal activity;</p> <p>m. any building construction or demolition or any ground work, unless declared to <b>us</b> and agreed by <b>us</b>.</p> <p>B. <b>We</b> will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

Work undertaken outside the geographical limits	4. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits</b> .
Loss of excess or no claims discount	5. <ol style="list-style-type: none"> <li>a. any claim whilst the <b>motor vehicle</b> is being used by a <b>councillor</b>, committee member, trustee or <b>employee</b> between their domestic residence and normal place of work ; or</li> <li>b. any claim whilst the <b>motor vehicle</b> is being used by a <b>councillor</b>, committee member, trustee or <b>employee</b> for social domestic or pleasure purposes; or</li> <li>c. any <b>motor vehicle</b> excess amount which has been compulsorily imposed by an insurer beyond the normal excess level; or</li> <li>d. any temporary payment of a <b>motor vehicle</b> excess; or</li> <li>e. any temporary loss of <b>no claims discount</b>.</li> </ol>

### How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Loss of excess or no claims discount

In respect of any one **councillor**, committee member, trustee or **employee**, **we** will only pay **motor vehicle** excesses incurred or **no claims discount** lost or reduced in any one **period of insurance** up to the amount shown in the schedule.

### Special conditions

Loss of excess or no claims discount

1. In the event of a loss or reduction in the ensuing year's **no claims discount**, **we** will pay the difference between the **no claims discount** actually 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 claims discount** in force at the time of the accident.
3. At **our** request the **councillor**, committee member, trustee or **employee** must provide evidence from their **motor vehicle** insurer evidence stating:
  - i. the amount of **no claims discount** reduced or lost; and
  - ii. the scale of **no claims discount**; and
  - iii. the date of the accident and location; and
  - iv. the amount and reason the **motor vehicle** excess applied.

### Special limits

Hirer liability

For claims arising under **What is covered**, Hirer liability, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay is £5,000,000 in any one **period of insurance**.

Products

For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.

Pollution

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay for defence costs in relation to **pollution** claims is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.

Claims brought in against you in USA/Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Criminal proceedings costs	The most <b>we</b> will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .
Court attendance compensation	<b>We</b> will pay <b>you</b> £100 for each day, or part day. The most <b>we</b> will pay for the total of all court attendance compensation is £10,000.
Loss of third-party keys	The most <b>we</b> will pay in total for the costs of replacing third parties' keys or electronic pass cards in any one <b>period of insurance</b> is the amount shown in the schedule. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Unauthorised use of client telephones	For claims arising from the unauthorised use of third parties' telephone systems, the most <b>we</b> will pay for the total of all such claims in any one <b>period of insurance</b> is the amount shown in the schedule. <b>You</b> must pay the <b>excess</b> for this additional cover shown in the schedule.
Defamation and intellectual property rights	The most <b>we</b> will pay in total for all claims brought against <b>you</b> during the <b>period of insurance</b> for defamation and infringement of intellectual property rights is £500,000, including <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> .
Paying out the limit of indemnity	At any stage <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .

**Your obligations**

If a problem arises	<p>1. <b>We</b> will not make any payment under this section unless:</p> <p>a. <b>you</b> notify <b>us</b> promptly of any claim or threatened claim against <b>you</b>. At <b>our</b> request, <b>you</b> must confirm the facts in writing within 30 days with as much information as is available.</p> <p><b>You</b> should make this notification directly to <b>us</b> (and <b>your</b> insurance adviser, if <b>you</b> have one) as follows, ensuring <b>you</b> quote <b>your</b> policy number:</p> <p>By email to: liability.claims@hiscox.com; or</p> <p>By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.</p> <p>b. <b>you</b> notify <b>us</b> within 7 days of a claim or anything which may give rise to a claim under this section, arising out of <b>bodily injury</b>. At <b>our</b> request, <b>you</b> must confirm the facts in writing within 30 days with as much information as is available.</p> <p><b>You</b> should make this notification directly to <b>us</b> (and <b>your</b> insurance adviser, if <b>you</b> have one) as follows, ensuring <b>you</b> quote <b>your</b> policy number:</p> <p>By email to: liability.claims@hiscox.com; or</p> <p>By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.</p> <p>c. <b>you</b> notify us as soon as practicable of:</p> <p>i. <b>your</b> discovery that <b>products</b> are defective;</p> <p>ii. any threatened criminal action by any governmental, administrative or regulatory body.</p> <p>2. When dealing with <b>your</b> client or a third-party, <b>you</b> must not admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement. If <b>you</b> do, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</p>
Correcting problems	<b>You</b> must take reasonable steps to remedy or rectify, at <b>your</b> expense, any defect or failure in the goods or services <b>you</b> have supplied to a client, customer or distributor. If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.

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**Control of defence**

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

### Special definitions for this section

The General terms and conditions and the following terms and conditions all apply to this section.

<b>Claim</b>	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an <b>insured person</b> during the <b>period of insurance</b> seeking monetary damages or other legal relief or penalty alleging a <b>wrongful act</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend any <b>claim</b> made against an <b>insured person</b> or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any <b>claim</b> .
<b>Employee</b>	Any person under a contract of service with <b>you</b> or any person directly engaged by <b>you</b> with or without payment including any volunteer solely whilst under <b>your</b> control in connection with <b>your activities</b> .
<b>Employment claim</b>	Any <b>claim</b> by any <b>employee</b> for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy arising solely as a result of the employment or non-employment by <b>you</b> of any current, former or prospective <b>employee</b> .
<b>Insured person</b>	<ol style="list-style-type: none"> <li>1. Any natural person who was, is, or during the <b>period of insurance</b> becomes a committee member, trustee, director, officer or elected or co-opted member of <b>you</b>.</li> <li>2. Any de facto director whilst acting in such capacity for <b>you</b>.</li> <li>3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.</li> <li>4. Any <b>employee</b> of <b>you</b>.</li> <li>5. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a <b>claim</b> against that person.</li> <li>6. The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a <b>claim</b> against that person.</li> </ol> <p><b>Insured person</b> does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p>
<b>Investigation</b>	<p>An official examination, official enquiry or official investigation into <b>your activities</b> conducted by any regulator, government department or other body legally empowered.</p> <p><b>Investigation</b> does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of charities, not-for-profit organisations, councils or local government which is not solely related to <b>your</b> or any <b>insured person's</b> conduct.</p>
<b>Legal representation costs</b>	Reasonable and necessary legal costs, fees, charges and expenses for which any <b>insured person</b> is legally liable, incurred with <b>our</b> prior written consent (not including remuneration of any <b>insured person</b> or other additional costs of <b>yours</b> ) for legal representation directly in relation to an <b>investigation</b> .
<b>Loss</b>	<p>In respect of a <b>claim</b> the amount any <b>insured person</b> becomes legally liable to pay for <b>defence costs, legal representation costs</b>, awards of damages including punitive and exemplary damages where legally permissible, awards of costs including claimants legal costs and expenses and settlements with <b>our</b> prior written agreement.</p> <p><b>Loss</b> does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits, punitive and exemplary damages in relation to an <b>employment claim</b> or the multiplied portion of any damages award unless awarded for defamation.</p>
<b>Outside entity</b>	<p>Any organisation other than <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. that is tax exempt and not for profit; or</li> <li>2. in which <b>you</b> hold any issued share.</li> </ol>

## Officials and trustees' indemnity

### Policy wording

**Outside entity** does not include:

- a. any company domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar; or
- b. any company traded on any recognised stock exchange; or
- c. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer or similar organisation.

<b>Pollutant</b>	Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).
<b>Pollution</b>	Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any <b>pollutant</b> or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any <b>pollutant</b> .
<b>Prior and pending litigation date</b>	The date stated as the prior and pending litigation date in the schedule.
<b>Securities</b>	Any debt or equity interest in <b>you</b> .
<b>Subsidiary</b>	<p>Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar in which <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. own directly or through one or more of <b>your</b> subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or</li> <li>2. control a majority of its voting rights under a written agreement with other shareholders or members.</li> </ol> <p>provided that such entity does not trade any of its <b>securities</b> on any United States of America exchange.</p> <p>If an entity ceases to be a <b>subsidiary</b> during the <b>period of insurance</b>, cover will continue but only for a <b>claim</b> against <b>you</b> or an <b>insured person</b> arising from a <b>wrongful act</b> committed before it ceased to be a <b>subsidiary</b>.</p>
<b>Wrongful act</b>	Any actual or alleged act, error or omission committed or attempted by an <b>insured person</b> arising from the performance of the <b>insured person's</b> duties solely in their capacity as <b>your</b> trustee, director, officer, elected or co-opted member or <b>employee</b> .
<b>You/your</b>	<p>Also includes any <b>subsidiary</b>, and any <b>subsidiary</b> created or acquired during the <b>period of insurance</b> but only for a <b>claim</b> against an <b>insured person</b> arising from a <b>wrongful act</b> committed after the date of creation or acquisition of such <b>subsidiary</b>:</p> <p>If <b>you</b> require cover for any newly created or acquired <b>subsidiaries</b> which do not fall within the above parameters, <b>we</b> will consider providing cover subject to <b>you</b> providing all appropriate information. <b>We</b> shall be entitled to amend the terms and conditions of this section during the <b>period of insurance</b> and may charge a reasonable additional premium.</p>

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## What is covered

Claims against an insured person	<b>We</b> will pay on behalf of any <b>insured person</b> the <b>loss</b> arising from a <b>claim</b> against any <b>insured person</b> for any <b>wrongful act</b> within the <b>geographical limits</b> .
Outside entity	<b>We</b> will also indemnify the <b>insured person</b> against the sums that person has to pay as <b>loss</b> for a <b>claim</b> arising directly from any <b>wrongful act</b> the <b>insured person</b> commits in their capacity as a trustee, director, officer or member of an <b>outside entity</b> , provided that the <b>insured person</b> acts in that capacity at <b>your</b> specific written request and the <b>claim</b> does not arise from a <b>wrongful act</b> committed after the <b>insured person</b> ceased to act in this capacity. However, <b>we</b> will only pay in excess of any indemnity provided by the <b>outside entity</b> to its trustees, directors, officers or members and any other insurance available to its trustees, directors, officers and members.

## Officials and trustees' indemnity

### Policy wording

Representation costs	<ol style="list-style-type: none"> <li>1. <b>We</b> will pay on behalf of any <b>insured person</b> the <b>legal representation costs</b> arising from an <b>investigation</b> first notified as being required during the <b>period of insurance</b>.</li> <li>2. <b>We</b> will pay on <b>your</b> behalf the <b>legal representation costs</b> arising from an <b>investigation</b> against an <b>insured person</b> which <b>you</b> are legally obliged or permitted to pay on behalf of the <b>insured person</b> first notified as being required during the <b>period of insurance</b>.</li> </ol>
Entity reimbursement	<p><b>We</b> will pay on <b>your</b> behalf the <b>loss</b> which <b>you</b> are legally obliged or permitted to pay on behalf of an <b>insured person</b> arising from a covered <b>claim</b> or <b>investigation</b>. If <b>you</b> are permitted or obliged to provide such payment, but fail to do so for any reason other than <b>your</b> insolvency, regardless of whether <b>you</b> advanced payment or indemnified an <b>insured person</b> for such <b>loss</b>, <b>we</b> will pay the amount of the <b>claim</b> or <b>investigation</b> less any relevant <b>excess</b>.</p>

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### What is not covered **We** will not make any payment for any **claim, loss** or **investigation**:

Deliberate or dishonest acts	<ol style="list-style-type: none"> <li>1. based upon, attributable to or arising out of:             <ol style="list-style-type: none"> <li>a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any <b>insured person</b>;</li> <li>b. an act intended to secure or which does secure a personal profit or advantage to which any <b>insured person</b> was not legally entitled;</li> <li>c. an act intended to secure or which does secure a profit for any other company where an <b>insured person</b> is a director, officer or employee of such company.</li> </ol> <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an <b>insured person</b> that such act did occur. <b>We</b> may request that an opinion be obtained from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on <b>us</b> and the <b>insured person</b>. The costs of such opinion shall be met by <b>us</b>.</p> </li> </ol>
Prior claims, investigations and circumstances	<ol style="list-style-type: none"> <li>2. based upon, attributable to or arising out of any <b>claim, loss, investigation</b> or anything likely to lead to a <b>claim, loss</b> or <b>investigation</b> which <b>you</b> knew or ought reasonably to have known about, or that has been reported under any policy existing or expired, prior to the start of the <b>period of insurance</b>.</li> </ol>
Prior litigation	<ol style="list-style-type: none"> <li>3. based upon, attributable to or arising out of any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving <b>you</b> or an <b>insured person</b> initiated prior to the <b>prior and pending litigation date</b>.</li> </ol>
Defined benefit pension schemes	<ol style="list-style-type: none"> <li>4. based upon, attributable to or arising out of an <b>insured person's</b> operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.</li> </ol>
Matters insurable elsewhere	<ol style="list-style-type: none"> <li>6. for mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property.</li> <li>7. based upon, attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation.</li> </ol>
Claims brought by a related party	<ol style="list-style-type: none"> <li>8. based upon, attributable to or arising out of any claim brought or maintained by <b>you</b> or an <b>insured person</b>.</li> </ol>
Breach of professional duty	<ol style="list-style-type: none"> <li>9. based upon, attributable to or arising out of any <b>claim</b> relating to a breach of or failure to provide professional duties or services.</li> </ol>
Financial advantage	<ol style="list-style-type: none"> <li>10. based upon, attributable to or arising out of the gaining of any financial advantage to which the <b>insured person</b> was not entitled, including the repayment of any wrongfully received monies.</li> </ol>
Employment claim	<ol style="list-style-type: none"> <li>11. based upon, attributable to or arising out of any <b>employment claim</b>.</li> </ol>
Pollution claims	<ol style="list-style-type: none"> <li>12. based upon, attributable or arising out of any <b>claim</b> or <b>investigation</b> for <b>pollution</b>.</li> </ol>



## Officials and trustees' indemnity

### Policy wording

Terrorism	13. based upon, attributable to or arising out of any <b>claim</b> in connection with <b>terrorism</b> or any action taken to control, prevent or respond to <b>terrorism</b> .
Claims outside the applicable courts	14. based upon, attributable to or arising out of any <b>claim</b> or <b>investigation</b> brought: <ol style="list-style-type: none"> <li>a. in a court of law outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man; or</li> <li>b. in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man to enforce a judgement or order made in any court of law outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man.</li> </ol>
Breach of contract	15. based upon, attributable to or arising out of any <b>claim</b> or <b>investigation</b> for any actual or alleged breach of contract obligation.
Surcharges	16. based upon, attributable to or arising out of any <b>claim</b> for any surcharge made by the district auditor or other competent body.
Asbestos	17. based upon, attributable to or arising out of any <b>claim</b> or <b>investigation</b> for <b>asbestos risks</b> .
Libel and slander	18. based upon, attributable to or arising out of any <b>claim</b> or <b>investigation</b> for libel, slander, defamation, malicious falsehood or injurious falsehood.
Neglect	19. based upon, attributable to or arising out of any <b>claim</b> or <b>investigation</b> for neglect, error or omission committed by an <b>insured person</b> other than in the discharge of their duties in the course of <b>your activities</b> .
Property searches and enquiries	20. based upon, attributable to or arising out of any <b>claim</b> or <b>investigation</b> for neglect, error or omissions in information given by notices served in connection with searches and enquiries in relation to property.
Products claims	21. based upon, attributable to or arising out of any <b>claim</b> or <b>investigation</b> for products sold, supplied, repaired, altered, treated, erected or installed by <b>you</b> in connection with <b>your activities</b> .
Own property	22. based upon, attributable to or arising out of any <b>claim</b> or <b>investigation</b> caused by the ownership, possession or use by <b>you</b> or on <b>your</b> behalf of any buildings, structures, premises or land or that part of any building leased, occupied or rented by <b>you</b> or any other <b>property</b> belonging to <b>you</b> .

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## Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the <b>General terms and conditions</b> all apply equally to each <b>insured person</b> and to <b>you</b>, except for General condition 6, Premium payment which applies only to <b>you</b>.</p> <p>General condition 7. Cancellation shall only apply to this section at the end of the <b>period of insurance</b> or the anniversary date whichever comes first.</p> <p><b>You</b> agree to act on behalf of all the <b>insured persons</b> as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>
Information provided by an insured person	<p>All information which any <b>insured person</b> provided before <b>we</b> agreed to insure <b>you</b> will be considered as a separate application for each <b>insured person</b> and as such the knowledge of or any statement made by an <b>insured person</b> will not be imputed to any other <b>insured person</b> for the purposes of determining whether cover is available for any <b>claim</b> against such other <b>insured person</b>.</p>

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### How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on **your** behalf as a director of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person's** spouse, civil or unmarried partner.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation costs** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

**You** must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

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### Your obligations

Notification

1. **We** will not make any payment under this section:
  - a. unless **you** or an **insured person** notifies **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** or an **insured person** become aware of within the seven days before expiry:
    - i. the **insured person's** first awareness of any **wrongful act**;
    - ii. any **claim** or anything likely to lead to a **claim** against an **insured person** or the **insured person's** lawful spouse, civil or unmarried partner;
    - iii. any **investigation** into **you** or an **insured person**;
    - iv. the threat or commencement of any disqualification proceedings against any **insured person**;
    - vi. the threat or commencement of proceedings against any **insured person** for **pollution**.
  - b. to any **insured person** who, prior to the **period of insurance**, had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**.
2. When dealing with a third party, **you** or the **insured person** must not admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement. If **you** or an **insured person** does, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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### Control of defence and payment of a claim

**You** and any **insured person** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** and the **insured person** should not do anything which may prejudice **our** position.

**We** have the right, but not the obligation, to take control of and conduct in **your** name or the name of any **insured person**, the investigation, settlement or defence of any **claim**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim**.

**We** shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and any **insured person** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.



## Officials and trustees' indemnity

### Policy wording

**We** shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section and is also made against **you** and any other person who is not an **insured person**, **we, you** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

## Commercial legal protection

### Policy wording

DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a law firm on behalf of **DAS**.

DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, England.

Registered in England and Wales, number 103274.

Website: [www.das.co.uk](http://www.das.co.uk).

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL, England.

Registered in England and Wales, number 5417859.

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk).

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

To make sure that **you** get the most from **your** cover, please take time to read this section which explains the contract between **you** and **DAS**. **Please take extra care in following the procedures under employment compensation awards cover (insured incident 1 b.)**

It will help if **you** keep the following points in mind:

#### How can **DAS** help

To make a claim under this section please telephone **DAS** on 0117 934 2111. **DAS** will ask **you** about **your** legal dispute and if necessary will call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **DAS** will provide **you** with a claim reference number. At this point **DAS** will not be able to confirm that **you** are covered but will pass the information **you** have given **DAS** to the claims handling teams and explain what to do next.

#### Send **your** claim to

If **you** would prefer to report **your** claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **you** can email **your** claim to DAS at [newclaims@das.co.uk](mailto:newclaims@das.co.uk).

Claims are usually handled by a representative appointed by **DAS**, but sometimes **DAS** deal with claims themselves.

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

#### When DAS cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If **you** do, **DAS** will not pay the costs involved.

#### Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the **policy** schedule if the premium has been paid.

**DAS** agree to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **DAS** will pay the **costs and expenses** incurred for this.

**DAS** will pay compensation awards that **DAS** have agreed to.

The most **DAS** 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.

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## Special definitions for this section

<b>Accountant's costs</b>	A reasonable amount in respect of all costs reasonably incurred by the <b>appointed representative</b> .
<b>Appointed representative</b>	The lawyer, accountant or other suitably qualified person, who has been appointed to act for an <b>insured person</b> in accordance with the terms of this section.
<b>Aspect enquiry</b>	An examination by the HM Revenue & Customs which considers one or more specific aspects of <b>the policyholder's</b> self assessment and/or corporation tax return.
<b>Attendance expenses</b>	<p>The <b>insured person's</b> salary or wages for the time that the <b>insured person</b> is off work to attend any arbitration, court or tribunal hearing at the request of the <b>appointed representative</b> or while attending jury service. <b>DAS</b> will pay for each half or whole day that the court, tribunal or the <b>insured person's</b> employer will not pay for.</p> <p>The amount <b>DAS</b> will pay is based on the following:</p> <ol style="list-style-type: none"><li>the time the <b>insured person</b> is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;</li><li>if the <b>insured person</b> works full time, the salary or wages for each whole day equals 1/250th of the <b>insured person's</b> yearly salary or wages;</li><li>if the <b>insured person</b> works part-time, the salary or wages will be a proportion of the <b>insured person's</b> weekly salary or wages.</li></ol>
<b>Costs and expenses</b>	<b>Accountant's costs, Attendance expenses and Legal costs</b>
<b>DAS</b>	DAS Legal Expenses Insurance Company Limited.
<b>Date of occurrence</b>	<ol style="list-style-type: none"><li>For civil cases (other than under <b>insured incident - 4 Tax protection</b>), the <b>date of occurrence</b> is the date of the event that leads to a claim.</li><li>For criminal cases, the <b>date of occurrence</b> is when the <b>insured person</b> commenced or is alleged to have commenced to violate the criminal law in question.</li><li>For <b>full enquiries</b> or <b>aspect enquiries</b>, the <b>date of occurrence</b> is when HM Revenue &amp; Customs first notifies in writing the intention to make enquiries.</li><li>For a Charity Commission investigation, the <b>date of occurrence</b> is the date when the <b>policyholder</b> receives notification from the Charity Commission that they are to conduct an investigation.</li><li>For Employers' Compliance and Value Added Tax disputes, the <b>date of occurrence</b> is when the relevant authority sends an assessment or written decision to <b>the policyholder</b>.</li></ol>
<b>Full enquiry</b>	An extensive examination by the HM Revenue & Customs which considers all aspects of <b>the policyholder's</b> tax affairs, excluding those enquiries which are limited to one or more specific aspects of <b>the policyholder's</b> self assessment and/or corporation tax return.
<b>Insured person</b>	<b>The policyholder</b> and the proprietors, directors, partners, managers, officers, committee members, governors and employees of <b>the policyholder</b> , or other person acting on behalf of <b>the policyholder</b> in connection with the business.
<b>Legal costs</b>	All reasonable and necessary costs chargeable by the <b>appointed representative</b> on a standard basis. Also the costs incurred by opponents in civil cases if an <b>insured person</b> has been ordered to pay them, or pays them with the agreement of <b>DAS</b> .

**Territorial limit****For insured incidents 2 Legal defence (excluding 2.4), and 3 b. Bodily injury**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, 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, the Channel Islands and any other extension agreed with **DAS**.

**The policyholder**

The insured named in the **policy** schedule.

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**Insured incidents we will cover****1. Employment disputes and compensation awards**

## a. Employment disputes

**DAS** will defend **the policyholder's** legal rights:

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee or voluntary worker; or
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute with:
  - a. an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or
  - b. an employee, prospective employee, ex-employee or voluntary worker arising from an alleged breach of their statutory rights under employment legislation.

**What is not covered**

1. Any claim in respect of damages for personal injury or loss of or damage to property.
2. Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 and any amending legislation.

## b. Compensation awards

**DAS** will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **DAS** have accepted under **insured incident 1.a.**

Provided that:

1. In cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
  - a. followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory, Conciliation and Arbitration Service; or
  - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - c. sought and followed advice from the **DAS** legal advice service.
2. For an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
3. For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Claims Department prior to serving notice of redundancy.

## Commercial legal protection

### Policy wording

4. The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, 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 **DAS**.
5. The total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

#### What is not covered

1. Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights;
 health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - statutory rights in relation to trustees of occupational pension schemes;
  - statutory rights in relation to Sunday shop and betting work.
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

#### c. Service occupancy

**DAS** will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

#### What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

## 2. Legal defence

At **the policyholder's** request

1. **DAS** will defend the **insured person's** legal rights:
  - a. prior to the issue of legal proceedings when dealing with the
    - police
    - health and safety executive and/or local authority health and safety enforcement officer
 where it is alleged that the **insured person** has or may have committed a criminal offence; or
  - b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
  - c. if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
2. **DAS** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
3. **DAS** will defend the **insured person's** (other than **the policyholder**) legal rights if:
  - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
  - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
4. **DAS** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.
5. **DAS** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.



## Commercial legal protection

### Policy wording

6. **DAS** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that:

1. in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies;
2. at the time of the **insured incident**, **the policyholder** has registered with the Information Commissioner in respect of **insured incident 2.1.c**.

#### What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 3. Property protection and bodily injury

#### a. Property protection

**DAS** will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

1. any event which causes physical damage to such material property; or
2. any nuisance or trespass.

#### What is not covered

Any claim relating to the following:

1. a contract entered into by **the policyholder**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
4. mining subsidence;
5. defending **the policyholder's** legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

#### b. Bodily injury

At **the policyholder's** request, **DAS** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

#### What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

### 4. Tax protection

#### a. Full or aspect enquiries

**DAS** will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry** and/or an investigation carried out by the Charity Commission into the **policyholder's** business accounts.

#### b. Employers compliance

**DAS** will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

#### c. VAT disputes

**DAS** will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that:

1. For all **insured incidents**, **the policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.

## Commercial legal protection

### Policy wording

2. **DAS** will not pay more than £2,000 for claims in respect of **aspect enquiries**.

#### What is not covered

1. In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
2. Any **insured incident** arising from a tax avoidance scheme.
3. Any **insured incident** caused by the failure of **the policyholder** to register for Value Added Tax.
4. Any **insured incident** arising from any investigation or enquiries undertaken by the HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
5. Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

#### 5. Contract disputes

**DAS** will negotiate for **the policyholder'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 policyholder** for the purchase, hire, sale or provision of goods and services.

Provided that:

1. the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000 **the policyholder** will be responsible for the first £500 of **legal costs** in each and every claim;
2. if the amount in dispute is payable by instalments, the instalments due and payable at the time of making a claim must exceed £250;
3. if the dispute relates to money owed to **the policyholder**, a claim under the policy is made within 90 days of the money becoming due and payable.

#### What is not covered

1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section;
2. Any claims relating to the following:
  - a. the settlement payable under an insurance policy;
  - b. a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
  - c. a loan, mortgage or pension any other financial product and chooses in action;
  - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with **the policyholder**.
4. A dispute which arises out of the:
  - a. sale or provision of computer hardware, software, systems or services; or
  - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

**6. Statutory licence protection**

**DAS** will represent **the policyholder** 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 policyholder's licence, mandatory registration or British Standard Certificate of Registration.

**What is not covered**

1. An original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration.
2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.

**What is not covered by this section**

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. 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 policyholder**.
6. Any **insured incident** deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under Condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
11. When either at the commencement of or during the course of a claim, **the policyholder** is 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.

**Conditions which apply to the whole section**

1. An **insured person** must:
  - a. keep to the terms and conditions of this section;
  - b. notify **DAS** immediately of any alteration which may materially affect their assessment of the risk;
  - c. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
  - d. try to prevent anything happening that may cause a claim;
  - e. send everything **DAS** ask for, in writing;
  - f. give **DAS** full details of any claim as soon as possible and give **DAS** any information they need.

If the **insured person** fails to comply with these conditions, **DAS** may reduce any payment under this section by an amount equal to the detriment it has suffered as a result.

2. a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.  
**DAS** can negotiate any claim on behalf of an **insured person**.

- b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
    - (i) **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
    - (ii) there is a conflict of interest.
  - c. Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
  - d. Any **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times.
  - e. **DAS** will have direct contact with the **appointed representative**.
  - f. An **insured person** must co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim.
  - g. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
3.
    - a. An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
    - b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
    - c. **DAS** may decide to pay **the insured person** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that **the insured person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.
  4.
    - a. If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
    - b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
  5. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
  6. If an **insured person** settles a claim or withdraws their claim without **DAS**' agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
  7. If there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS**' internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
  8. **DAS** may at their discretion require **the policyholder** to obtain an opinion from counsel at **the policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
  9. This section will be governed by English law.
  10. All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

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**Helpline services**

**DAS** provide these services 24-hours a day, seven days a week during the **period of insurance**. To help **DAS** check and improve their service standards, **DAS** record all calls.

Eurolaw commercial legal advice

**DAS** will give the **policyholder** confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice

**DAS** will give the **policyholder** confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Business assistance

In the event of an unforeseen emergency affecting the **policyholder's** business premises which causes damage or potential danger, **DAS** will contact a suitable repairer or contractor and arrange assistance on behalf of the **policyholder**. All costs of assistance provided are the responsibility of the **policyholder**.

**To contact the above services, phone DAS on 0117 933 0626 quoting your policy number.**

Counselling

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

**To contact the counselling helpline, phone DAS on 0117 934 2121.**

These calls are not recorded. **DAS** will not accept responsibility if the Helpline Services fail for reasons **DAS** cannot control. Please do not phone **DAS** to report a general insurance claim.

The employment manual

The **DAS** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the **DAS** website at [www.das.co.uk](http://www.das.co.uk). From the home page click on the employment manual icon. All the sections of this web-based document can be printed off for **your** own use. Contact **DAS** at [marketing@das.co.uk](mailto:marketing@das.co.uk) with **your** email address, quoting **your** policy number and **DAS** will contact **you** by email to inform **you** of future updates to the information.

DAS Businesslaw

At [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **you** will find a free, online reference full of the sorts of letters, articles and forms that will help **you** run **your** business successfully. **DASbusinesslaw** users can also access interactive document builders, to help make composing commercial documents as easy as possible.

From new legislation and employment issues to property law and taxation, **you** will find the content provided by **DASbusinesslaw** is updated regularly by legal experts to help **you** keep **your** business one step ahead.

To access **DASbusinesslaw**, please go to [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) and register **your** details. When asked for **your** policy number, please insert **your** Hiscox policy number and the password is **DAS472301**.

The General terms and conditions and the following terms and conditions all apply to this section.

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**Special definitions for this section**

<b>Crisis</b>	A time of severe difficulty in <b>your</b> activities or danger to <b>your activities</b> as a result of an <b>insured incident</b> that could, if left unmanaged, cause adverse or negative publicity of or media attention to <b>you</b> or <b>your business</b> or activities.
<b>Crisis containment costs</b>	Reasonable and necessary costs incurred in utilising the services of the <b>crisis containment provider</b> to limit or mitigate the impact of a <b>crisis</b> .
<b>Crisis containment provider</b>	The person or company named in the schedule.
<b>Employment claim</b>	Any claim by any employee or volunteer of <b>yours</b> for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy arising solely as a result of the employment or non-employment by <b>you</b> of any current, former or prospective employee or volunteer.
<b>Insured incident</b>	An incident, act or problem that in <b>your</b> good faith opinion could potentially give rise to a covered claim being made by <b>you</b> under any other section of this <b>policy</b> .
<b>Working hours</b>	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

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**What is covered**

Crisis containment costs	<b>We</b> will pay <b>crisis containment costs</b> incurred within the <b>geographical limits</b> with <b>our</b> prior written consent as a direct result of a <b>crisis</b> commencing during the <b>period of insurance</b> .
Outside working hours discretionary crisis mitigation costs	<b>We</b> will also pay <b>crisis containment costs</b> incurred within the <b>geographical limits</b> without <b>our</b> consent in carrying out immediate work outside of <b>working hours</b> to limit or mitigate the impact of the <b>crisis</b> . Any such work done by the <b>crisis containment provider</b> will not be confirmation of cover under this or any other section of this <b>policy</b> .

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**What is not covered**

**We** will not make any payment for:

1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
2. costs which are covered under any other section of this **policy**.
3. **crisis containment costs** relating to any **employment claim**.
4. any **crisis containment costs** directly or indirectly due to:
  - a. any incident, act, investigation or problem that affects charities, not-for-profit-organisations, councils or local government **and** which is not solely related to **you**.
  - b. governmental regulations which affect another country or which affect charities, not-for-profit-organisations, councils or local government **and** which are not solely related to **you**; or
  - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
  - d. socioeconomic changes or business trends which affect **your activities** or which affect charities, not-for-profit-organisations, councils or local government **and** which are not solely related to **you**.

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**How much we will pay**

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

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**Your obligations**

**We** will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

If a crisis arises during working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

**We** will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

**You** must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

**You** must co-operate fully with the **crisis containment provider** in the management of the **crisis**.



The General terms and conditions and the following terms and conditions all apply to this section.

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**Special definitions  
for this section**

<b>Accidental bodily injury</b>	An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the <b>operative time</b> and which results in the <b>insured person's</b> death or disablement within 24 calendar-months of the date of the accident.
<b>Annual salary</b>	The total gross basic annual salary, excluding payments for overtime, commission or bonus, payable by <b>you</b> to the <b>insured person</b> at the date they sustain <b>accidental bodily injury</b> .
<b>Inception</b>	Start date of the <b>period of insurance</b> as shown in the schedule.
<b>Insured person</b>	Any person shown in the schedule provided that the person is under 90 years old at <b>inception</b> .
<b>Loss of eye</b>	Permanent and total loss of sight in an eye.
<b>Loss of hearing</b>	Permanent and total loss of hearing.
<b>Loss of limb</b>	Loss by physical separation of an arm, hand, or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.
<b>Loss of speech</b>	Permanent and total loss of speech.
<b>Medical expenses</b>	The cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under this section.
<b>Operative time</b>	The time during the <b>period of insurance</b> when the <b>insured person</b> is covered under this section, as shown in the schedule.
<b>Permanent total disablement</b>	Disablement which totally prevents the <b>insured person</b> from working in their usual occupation in connection with <b>your activities</b> , which lasts continuously for 12 calendar-months and which at the end of that period is without prospect of improvement.
<b>Permanent total disablement by paralysis</b>	Disablement by paralysis which totally prevents the <b>insured person</b> from working in their usual occupation in connection with <b>your activities</b> , which lasts continuously for 12 calendar-months and which at the end of that period is without prospect of improvement.
<b>Temporary partial disablement</b>	Disablement which prevents the <b>insured person</b> from carrying out a substantial part of their usual occupation in connection with <b>your activities</b> .
<b>Temporary total disablement</b>	Disablement which totally prevents the <b>insured person</b> carrying out all parts of their usual occupation in connection with <b>your activities</b> .

### What is covered

We will pay **you** the appropriate benefit shown in the schedule if:

- a. the **insured person** suffers **accidental bodily injury**;
- b. the **insured person** incurs **medical expenses** in connection with the **accidental bodily injury**.

### What is not covered

We will not make any payment for:

#### Hazardous pursuits

1. any injury sustained while taking part in:
  - a. the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition. Off piste skiing is only covered if the **insured person** is accompanied by a suitably experienced guide;
  - b. the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
    - i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; or
    - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
  - c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the **insured person** would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury;
  - d. armed forces activities including operations, exercises or training;
  - e. flying as a pilot or any other aerial activities other than travel by air as a passenger.

#### Other exclusions

2. any injury or illness resulting from:
  - a. any emotional or psychiatric disorder or condition;
  - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their doctor and used properly);
  - c. the **insured person** committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
  - d. any criminal act by the **insured person**.
3. any injury or illness directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.
4. any illness resulting from pregnancy or any condition connected with pregnancy or childbirth.
5. any illness directly or indirectly arising from any physical defect, infirmity or medical condition known to the **insured person at inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24-months before **inception**.
6. **temporary partial disablement** or **temporary total disablement** where an **insured person** is over 85 years of age at **inception**.

#### War and nuclear risks

7. any injury or illness directly or indirectly caused by **war** or **nuclear risks**.

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**How much we will pay**

Payment of benefit	<p><b>We</b> will pay the appropriate benefit shown in the schedule, but <b>we</b> will not pay more than one of the benefits in respect of the same accident. However, <b>we</b> will pay for temporary disablement prior to making any payment under the death or permanent disablement benefits.</p> <p>For <b>permanent total disablement</b> or <b>permanent total disablement by paralysis</b>, <b>we</b> will pay only when the disablement has lasted for 12 calendar-months and at the end of that time is without prospect of improvement.</p> <p>For temporary disablement benefits, <b>we</b> will pay:</p> <ol style="list-style-type: none"><li>when the total amount on termination of any one period of disablement has been agreed; or</li><li>at <b>your</b> request on completion of at least four weeks' disablement subject to satisfactory medical and other evidence that <b>we</b> may require.</li></ol> <p><b>We</b> will not pay temporary disablement benefits for more than a total of 104 weeks in connection with one injury.</p>
Payment of medical expenses	<p><b>We</b> will pay up to the amount shown in the schedule.</p>
Temporary benefits	<p>The most <b>we</b> will pay for <b>temporary total disablement</b> or <b>temporary partial disablement</b> is 75% of the <b>insured person's</b> gross weekly wage.</p>
Maximum accumulation	<p>The maximum amount <b>we</b> will pay in all under this and any other personal accident insurance issued by <b>us</b> in <b>your</b> name in respect of all <b>insured persons</b> suffering <b>accidental bodily injury</b> at the same time and in the same place is the accumulation limit shown in the schedule. If a claim exceeds the maximum accumulation limit stated in the schedule, <b>we</b> will pay an amount under this <b>policy</b> which is proportionately reduced so that the total under this and any other applicable personal accident insurance does not exceed the said limit.</p>

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**Your obligations**

If a problem arises	<p><b>We</b> will not make any payment under this section unless:</p> <ol style="list-style-type: none"><li><b>you</b> notify Van Ameyde UK Ltd promptly of any injury or illness which might be covered under this section;</li><li>the <b>insured person</b> sees a suitably qualified medical practitioner as soon as possible after suffering injury or contracting an illness and follows any medical advice they are given.</li></ol> <p>If <b>we</b> consider it necessary, the <b>insured person</b> must allow a medical adviser chosen by <b>us</b> to examine them and to see all medical records.</p>
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**Claims**

- Written notice must be given to Van Ameyde UK Ltd as soon as practicable of any accident or illness which causes or may cause a claim to be made under this insurance. If disablement results or may result, the **insured person** must place themselves as early as possible under the care of a suitably qualified medical practitioner.
- All correspondence and supporting documentation in connection with claims should be sent to Van Ameyde UK Ltd, 34 The Mall, Bromley, Kent, BR1 1TS (telephone number 020 8466 6034), quoting the Hiscox policy number and the broker's name and reference.**

If these conditions are not complied with, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

## Property - Terrorism

### Policy wording

Except where specifically stated below, the General terms and conditions, the Property definitions and the terms and conditions of the Buildings, Contents and Business interruption sections all apply to this extension.

1. In return for the additional premium **you** have paid for the Buildings and Contents part of this extension, this **policy** extends to cover **damage**, occurring during the **period of insurance** and caused by an act of terrorism (as defined below), to the **property** insured under the Buildings and Contents sections of this **policy** located in England, Wales or Scotland (not including the Channel Islands or the Isle of Man), but only where the act of terrorism has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.

If you have paid the additional premium for the Business interruption part of this extension, **we** shall regard **damage** occurring during the **period of insurance** and caused by an act of terrorism (as defined below) as **insured damage** for the purposes of the Business interruption section of the **policy**, but only where the act of terrorism has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.

2. Any exclusion of **terrorism** within the Buildings, Contents or Business interruption sections will not operate to negate the coverage given under this extension.
3. For the purposes of this extension, an act of terrorism shall mean an act of any person 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 or as otherwise defined in the Reinsurance (Acts of Terrorism) Act 1993 or any amendments to such Act as may be made from time to time.
4. **We** will not make any payment under this extension for:
  - a. **damage** caused by **war** risks; or
  - b. **damage** to any computer system or other equipment or component or system or item which processes, stores or transmits or receives data or any part of data, whether tangible or intangible (including, but without limitation, any information or program or software) and whether **your property** or not, where such **damage** is caused by any virus or similar mechanism or hacking or denial of service attack.

As used in 4.b above:

- a. 'virus or similar mechanism' means 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. The definition of 'virus or similar mechanism' includes, but is not limited to, Trojan Horses, worms and logic bombs;
  - b. 'hacking' means unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether **your property** or not; and
  - c. 'denial of service attack' means 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 and include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.
5. The following terms and conditions of the **policy** shall not apply to the coverage provided by this extension:
    - a. any long term agreement or undertaking; or
    - b. any terms and conditions which provide for adjustment of the premium based upon declarations by **you**; or
    - c. any extension to cover property located outside England, Wales or Scotland; or
    - d. any provision for a premium refund following cancellation, but only when such cancellation relates solely to the coverage under this extension. In the event **you** cancel the coverage under this extension any unpaid premium for the **period of insurance** must be paid to **us**.



## Property - Terrorism

Policy wording

6. The following additional conditions are all conditions precedent to **our** liability. **We** will not make any payment under this extension unless **you** comply with all the requirements of the conditions:
  - a. **You** must pay **us** the additional premium referred to in 1.
  - b. Where Buildings and Contents and Business interruption are covered under this extension, these sections must also be covered under the **policy**.