



# Parish Protect Policy Wording

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## Introduction

Welcome to RSA. Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your Policy documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.



# Customer Care

## Claims Helpline

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

Further details are contained in the Policy Summary provided with your Policy.

## 24 hour Claims Helpline

**0345 300 4006**

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

## Emergency Repairs

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

## Catastrophe Claim

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

## Advice Lines

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

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

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

Please note that if Legal Expenses Insurance is insured under your Policy the same telephone number applies in respect of Insured Incident 1 – Employment which requires the Policyholder to have sought and followed advice from our Legal Consultants using this number before materially changing or attempting to change the particulars of an Employee's contract of employment or dismissing an Employee (whether or not by reason of redundancy). Please refer to page 54 of the Legal Expenses Insurance section of this Policy for more information.

## Your Policy

This Policy is a contract between you (also referred to as the Policyholder or your) and us (also referred to as the Company, we, our or RSA).

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

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

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

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

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

RSA will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and RSA shall agree to accept the premium.

This Policy may be cancelled:

- A) by us giving 30 days notice in writing to you at your last known address.
- B) by you giving 30 days notice in writing to us at the address shown in the Schedule.

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

For and on behalf of Royal & Sun Alliance Insurance Ltd.



Scott Egan  
Chief Executive Officer, RSA UK & International

# Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

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

The Policy Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

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

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

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

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

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

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

## Officials Liability Insurance Claims

Notification of any Circumstance or Claim must be sent in writing to:

Professional & Financial Risks Claims Department  
St Mark's Court  
Chart Way  
Horsham  
West Sussex  
RH12 1XL

We recognise that there may be some occasions when You need to notify us of matters urgently and RSA is pleased to be able to offer a Claims Helpline.

The Claims Helpline number is 0345 300 4006.

Please quote Your policy number when you call.

# Policy Conditions

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

Applicable to the whole Policy unless otherwise stated:

## 1 Insurance Act 2015

In respect of any

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

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

## 2 Action by the Policyholder

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

- A) notify the Company as soon as reasonably possible,
- B) give notice within 24 hours to the Police Authority in respect of Damage (other than by fire or explosion) caused by Riot and malicious persons or thieves if insured by this Policy,
- C) carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss,
- D) within 30 days after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow, and at your own expense, deliver to the Company:
  - i) full information in writing of the claim,
  - ii) details of any other insurance relating to the claim,
  - iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the Policyholder's professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details,
  - iv) if demanded a statutory declaration of the truth of the claim and of any matter connected with it.
- E) in respect of Liability Insurance:
  - i) Every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt,
  - ii) Written notice shall also be given without undue delay by the Policyholder to the Company immediately the Policyholder shall have knowledge of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy.

- iii) No admission offer promise payment or indemnity shall be made or given by, or on behalf of, the Policyholder, without the written consent of the Company which shall be entitled to take over the absolute control and conduct in the name of the Policyholder; the negotiation, proceeding defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

Failure to comply will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss.

- F) in respect of Money Insurance - Section 2 Personal Injury (Robbery), Personal Accident Insurance and Travel Insurance:
  - i) provide all medical certificates, reports, information and evidence required by the Company to substantiate that claim. Refer to the Evidence Required Condition under each section for full details.
- G) in respect of Officials Indemnity Insurance '2 Action by the Policyholder' shall mean in accordance with 'Officials Liability Insurance Claims conditions'

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

## 3 Alterations (not applicable to Officials Liability Insurance)

This Policy shall be terminated if:

- A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- B) the Policyholder's Interest ceases otherwise than by death or
- C) any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased unless otherwise stated.

at any time after the commencement of this Policy unless its continuance be admitted by the Company and in respect of 3C) the Company agree not to avoid the Policy provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would not have entered into this Policy on any terms,
- ii) the Policyholder shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration,
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

## 4 Adjustment

If any part of the Premium or Renewal Premium is based on estimates provided by the Policyholder, the Policyholder shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record.

The Policyholder shall within one month after the expiry of each Period of Insurance provide such information as the Company may require.

The Premium or Renewal Premium shall be adjusted and the difference paid by or allowed to the Policyholder.

## 5 Arbitration

### A) Not applicable to Liability & Officials Liability Insurances

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

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

### B) Applicable to Liability Insurance - Section 3 Legal Defence Costs only

Any dispute between the Policyholder and the Company in respect of Liability Insurance Section 3 (Legal Defence Costs) may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties.

Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society Bar Council or professional body within Great Britain Northern Ireland the Channel Islands or the Isle of Man.

The party against whom the decision is made shall meet all the costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in the Company's favour the Policyholder's costs shall not be recoverable under this Policy.

### C) in respect of Officials Indemnity Insurance '5 Arbitration shall mean in accordance with 'Officials Liability Insurance Claims conditions, D Disputes as to Contesting Legal Proceedings'

Damage, the Company's liability shall be limited to such proportion of the Damage as the Sum Insured bears to the value of the Property.

### B) Applicable to Liability Insurance

Other than in respect of Extension 5 (Contingent Motor Liability) to Section 2 (Public/Products Liability), if at the time of any claim there is or, but for the existence of this Policy there would be any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this Policy not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the Company will not pay any costs or expenses where cover is provided by any other insurance or where but for the existence of this Policy it would have been provided by such insurance.

### C) Applicable to Fidelity Insurance

If a loss is covered partly under this Policy and partly under a prior policy issued by another insurer, provided payment has been made or agreed to be made under such prior policy, the contribution applicable under this Policy shall be reduced by the contribution actually applied under such prior policy.

### D) Applicable to Travel Insurance

If any loss damage or expenses covered by this Policy under the travel sections is also covered by any other insurance the Company will not seek contribution other than any amount recoverable from any transport provider.

### E) in respect of Officials Indemnity Insurance '7 Contribution shall mean in accordance with 'Officials Liability Insurance'.

## 6 Cancellation

### (not applicable to Officials Liability Insurance)

This Policy may be cancelled:

- A) by the Company giving 30 days notice in writing to the Policyholder at the last known address, or
- B) by the Policyholder giving 30 days notice in writing to the Company at the address shown in the Schedule provided that a Long Term Agreement (as detailed in the Schedule) is not applicable to the Policy.

The Policyholder will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance.

## 7 Contribution

### A) Applicable to Property Damage, Business Interruption and Computer Equipment Insurances only:

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

In respect of Property Damage and Transit only:

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

## 8 Financial or Trade Sanctions

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

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

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

For the purposes of this Clause Prohibition shall mean any prohibition or restriction imposed by law or regulation.

## 9 Law Applicable

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

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

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

## 10 Legal Representation

### A) Applicable to Liability Insurance

Where the Company provides its consent to indemnify the Policyholder in respect of the costs of legal representation in relation to any matter which may form the subject of a claim for indemnity:

- i) the Policyholder is free to choose a suitably qualified legal representative in respect of a claim for indemnity under Section 3 (Legal Defence Costs),
- ii) the Company will choose an appropriate representative (be it solicitor or otherwise) to act on the Policyholder's behalf in respect of a claim for indemnity under all other Sections.

The Company will provide the Policyholder with details of the nominated appropriate representative prior to the representative's instruction.

In the event that the Policyholder wishes to appoint its own representative the Policyholder shall provide prior notification of its intention to do so and seek the Company's written consent.

The Policyholder agrees that in respect of its proposed representative:

- a) the hourly rate (or such other fee basis as the case may be) to apply, and
- b) the terms and conditions of such appointment

shall be subject to the Company's prior approval.

In the event of a dispute regarding the amount of legal costs incurred by the Policyholder's representative the Policyholder agrees that the Company will have the option to audit any files for the purpose of assessing the costs claimed.

### B) Applicable to Legal Expenses Insurance

In respect of

- i) Insured Incident 1 - Employment
- and
- ii) Insured Incident 6 - Data Protection

refer to Claim Settlement Condition 7 A) Conduct of legal proceedings.

## 11 Non Payment - Consumer Credit Termination

The Company reserves the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement or payment schedule.

## 12 Reasonable Precautions

### A) Applicable to the whole Policy other than Liability Insurance, Money Insurance - Section 2 Personal Injury (Robbery), Personal Accident Insurance, Travel Insurance and Officials Liability Insurance

The Policyholder at his own expense shall:

take all reasonable precautions to prevent or diminish Damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all Property insured in sound condition,

### B) Applicable to Liability Insurance

The Policyholder at his own expense shall

- i) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition,
- ii) as soon as reasonably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require.

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss.

### C) Applicable to Money Insurance - Section 2 Personal Injury (Robbery)

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

### D) in respect of Officials Indemnity Insurance '12 Reasonable Precautions shall mean in accordance with 'Officials Liability Insurance Claims conditions'

### E) Applicable to Personal Accident and Travel Insurance

The Policyholder and each Insured Person must take all reasonable steps to avoid or minimise any injury loss damage or expense and must also make every reasonable effort to recover any property which has been lost or stolen.

## 13 Rights of the Company

### Applicable only to Liability Insurance

No admission, offer, promise, payment or indemnity shall be made, or given, by or on behalf of the Policyholder without the written consent of the Company; which shall be entitled to take over the absolute control of and conduct in the name of the Policyholder the negotiation, proceeding, defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit, and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

## 14 Rights of Recovery

(not applicable to Officials Indemnity Insurance)

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

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

## 15 The Company's Liability

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



## **16 Third Party Contract Rights**

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

## **17 Other Interests**

### **Applicable only to Personal Accident and Travel Insurance**

The Policyholder's receipt shall discharge the Company's liability to pay any amount in respect of a claim. The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Company. If the Policyholder compromises more than one party having an interest in the Insured Person or the property insured the settlement made by the Company shall represent the total amount payable in respect of that Insured Person or property for all interests covered by this Policy.

## **18 Cancellation of Terrorism or War Risks Cover**

### **Applicable only to Personal Accident and Travel Insurance**

The Company may cancel any insurance provided by this Policy against War or Terrorism by giving 7 days notice to the Policyholder at the Policyholder's last known registered address. The insurance in respect of any journey involving travel outside the Insured Person's normal country of residence which commences before the expiry of such notice shall not be affected.

# Policy Exclusions

**(Exclusions not applicable to the whole Policy are shown in the individual Insurance section.)**

The Company shall not be liable for:

## 1 Radioactive Contamination

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

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

## 2 War and Allied Risks

(except Liability Insurance Section 1 – Employers' Liability)

Damage and any loss, expense or liability caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

## 3 Disease Exclusion

**(except Terrorism Insurance, Liability Insurance, Fidelity Insurance, Personal Accident Insurance, Deterioration of Stock Insurance, Legal Expenses Insurance, Travel Insurance and Officials Liability Insurance)**

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

B) Clause A) does not exclude any cover otherwise provided by this Policy for:

- i) Damage which itself results from a Defined Peril caused by any of sub-clauses A) i) to iii)
- ii) loss due to interruption or interference with the Business of the Policyholder directly caused by such Damage.

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

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

# Policy Definitions

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

## Business

The Business Description of the Policyholder as stated in the Schedule.

## Business Premises

That part of the Premises occupied by the Policyholder for the purpose of the Business described in the Schedule.

## Company

Royal & Sun Alliance Insurance Ltd.

## Computer System

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

## Covers

The active efficient causes of Damage including excluded causes.

## Cyber Act

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

## Cyber Incident

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

## Cyber Loss

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

## Damage

Physical loss destruction or damage.

## Damaged

Physically lost destroyed or damaged.

## Data

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

## Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

## Interest

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

## Intruder Alarm

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

## Limit of Indemnity

The amount stated in the Policy and/or Schedule as being the total amount payable by the Company in respect of any one Event.

## Period of Insurance

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

## Policy

The terms and conditions of the contract including the Policy wording, Schedule, Endorsements, Clauses and Certificates.

## Policyholder

The legal entity insured by the Policy.

## Policyholder's Contribution

The first monetary amount of any claim borne by the Policyholder after the application of all other terms and conditions as described in the relevant Insurance section.

## Premises

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

## Premium

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

## Property

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

## Schedule

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

## Virus

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

The definition of Virus includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above

## Working Hours

The period during which the Premises are actually occupied for the purposes of the Business.

# Property Damage Insurance and Business Interruption Insurance

## THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE.

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Covers insured, the Company will in accordance with the provisions of the Policy pay to the Policyholder:

- 1 in respect of Property Damage Insurance, the amount of loss or at the Company's option reinstate, repair or replace such Property,
- 2 in respect of Business Interruption Insurance, the amount of loss resulting from the interruption or interference with the Policyholder's Business at the Premises caused by the Damage, provided that:
  - A) the Company's liability in any one Period of Insurance shall not exceed in the whole the total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability.
  - B) in respect of Business Interruption Insurance, payment has been made or liability admitted for the Damage under a Policy covering the Interest of the Policyholder in the Property, or payment would have been made or liability admitted for the Damage but for the operation of a proviso in such excluding liability for losses below a specified amount.

## Property Damage and Business Interruption Covers

The following are the Covers insured unless stated as Covers not insured in the Schedule.

### Covers

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

The accidental escape of water from any automatic sprinkler installation excluding Damage:

  - A) by freezing in any Building which is empty or not in use,
  - B) by heat caused by fire.
- 8 **Theft** (which shall be deemed to include attempted theft) excluding Damage:
  - A) which does not involve
    - i) entry to or exit from that part of the Building by forcible and violent means  
or  
ii) actual or threatened assault or violence.
  - B) to moveable property in the open
  - C) to property in transit,
  - D) to Money and securities of any description.
- 9 **Subsidence**, ground heave or landslip excluding Damage:
  - A) arising from the settlement or movement of made-up ground or by coastal or river erosion,
  - B) occurring as a result of the construction, demolition, structural alteration or structural repair of any Property at the Premises,
  - C) arising from normal settlement or bedding down of new structures,
  - D) to yards, car parks, roads, pavements, forecourts, paved areas, walls, gates or fences unless a Building insured under this Policy is also affected,
  - E) commencing prior to the granting of cover under this Policy.

**10 Any other accident** excluding Damage:

- A) by any of:
- i) the Covers,
  - ii) the causes expressly excluded from the Covers specified in Covers 1–9 (whether or not insured).
- B) to any Property caused by:
- i) its own faulty or defective design or materials,
  - ii) inherent vice, latent defect, gradual deterioration, wear and tear,
  - iii) faulty or defective workmanship, operational error or omission on the part of the Policyholder or any of their Employees,
- but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.
- C) caused by:
- i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects,
  - ii) change in temperature, colour, flavour, texture or finish,
  - iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any connected range of steam and feed piping,
  - iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates,
  - v) caused by or consisting of the freezing, solidification or inadvertent escape of molten metal,
- but this shall not exclude:
- i) such Damage which itself results from other Damage and is not otherwise excluded,
  - ii) subsequent Damage which itself results from a cause not otherwise excluded.
- D) caused by:
- i) acts of fraud or dishonesty,
  - ii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information,
  - iii) in respect of Business Interruption Insurance, erasure or distortion of information on computer systems or other records:
    - whilst mounted in or on any machine or data, processing apparatus or
    - due to the presence of magnetic flux
- unless caused by Damage to the machine or apparatus in which the records are mounted.

- E) to:
- i) a Building caused by its own collapse or cracking,
  - ii) moveable Property in the open, fences and gates by wind, rain, hail, sleet, snow, flood or dust,
  - iii) Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- F) to:
- i) Property in transit,
  - ii) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft,
  - iii) land, piers, jetties, bridges, culverts and excavations,
  - iv) livestock, growing crops and trees,
  - v) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection,
  - vi) overhead transmission lines.

**11 Glass**

Damage resulting from Accidental Breakage of Glass if Buildings not insured by the Policyholder.

**12 Specified Items: 'All Risks'**

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

If following any one loss for Damage to multiple items of property insured on a Specified items: "All Risks" basis the maximum Policyholder's Contribution deducted shall be the highest Policyholder's Contribution applicable to any single specified items which has suffered damage.

Property Damage - The Insurance Provided

In respect of Buildings and General Contents

(other than motor vehicles or officials, council members and employees' personal effects).

The Company will pay:

- A 1) the cost of reinstatement being where the Property is:
- i) destroyed the cost of rebuilding or in the case of General Contents the cost of its replacement by similar property (including the cost of re-erection, fitting and fixing),
  - ii) Damaged the cost of repairing or restoring the damaged portions
- to a condition substantially the same as but not better or more extensive than its condition when new.
- or
- A 2) the Alternative Basis of Settlement being the value of the Property at the time of its destruction.
- The Alternative Basis of Settlement will apply:
- i) until the cost of reinstatement has actually been incurred,
  - ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable,
  - iii) if at the time of its Damage the Property is covered by any other insurance effected by or on behalf of the Policyholder and such other insurance is not on the identical basis of reinstatement defined in cost A1,
  - iv) if in the Schedule it is stated that the Alternative Basis of Settlement applies.

plus in respect of A1 or A2 the cost of:

- B complying with Public Authorities' requirements, being such additional cost of reinstatement of the Property as may be incurred with the Company's consent in complying with European Union legislation or Building Regulations or local authority or other statutory requirements first imposed upon the Policyholder following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow and may be carried out upon another site (should the stipulations require).

The Company shall not be liable for requirements relating to: any rate; tax; duty; development or other charge or assessment, which may arise out of capital appreciation as a result of complying with any of the legislation, regulations or requirements referred to.

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

- C removing debris being the cost incurred with the Company's consent in removing debris, dismantling, demolishing, shoring up and propping portions of the Property but excluding any costs or expenses:
- i) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site,

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

- D professional fees being those necessarily incurred in the reinstatement of the Property but not for preparing any claims.

Underinsurance in respect of Buildings and Contents

If at the time of the Damage the Declared Value by the relative item on Buildings or General Contents, or the Sum Insured by the relative item on other property or interests, is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced.

This clause will not apply to any Premises with a Declared Value equal to a reinstatement valuation obtained within 36 months of the Period of Insurance that has been produced by a Royal Institute of Chartered Surveyors (RICS) approved surveyor.

In respect of A1

Declared Value shall mean 120% of the Sum Insured excluding any provision for inflation.

Insurable Amount shall be Day One Reinstatement Value.

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

In respect of A2

Declared Value shall be 120% of the base value or if no base value is shown it shall be deemed to be the Sum Insured.

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

In respect of documents, manuscripts and business books the Company will pay:

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

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

In respect of stock and other insured Property not specifically provided for the Company will pay:

the value of the Property at the time of its destruction or the amount of the Damage including the cost of removing debris as defined in cost C.

The undernoted provisions apply:

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



**2 Underinsurance in respect of Stock**

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

Insurable Amount shall mean the Contract Price of or the value at the time of Damage to all other Property.

**In respect of Rent of Buildings which suffer Damage the Company will pay:****1** if the loss relates to rent receivable by the Policyholder:

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

less any savings in respect of expenditure payable out of rent receivable which reduces or ceases in consequence of the Damage.

In arriving at the amount of rent receivable such adjustments shall be made, if necessary, to provide for any trends, variations or other relevant circumstances occurring either before or after the Damage; so that the figures thus adjusted shall represent as nearly as reasonably practicable the rent which but for the Damage would have been obtained during the relative period after the Damage.

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

**2** if the loss relates to **rent payable** by the Policyholder:

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

**Underinsurance in respect of Rent**

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

Insurable Amount shall mean the annual rent receivable (or in the case of B the annual rent payable) at the commencement of the Period of Insurance, such amount to be proportionately increased to correspond with the period of rent insured where that period exceeds twelve months.

**Conditions****1 Statutory Regulation**

Any pressure vessel or other machinery or apparatus belonging to or under the control of the Policyholder which requires inspection or test under any statute or order or regulation shall be so inspected or tested and the Policyholder shall implement any actions thereby required.

**Business Interruption Insurance - The Insurance Provided****Item on Gross Profit**

(unless shown as Not Insured in the Schedule)

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

**1** In respect of **Reduction in Turnover**

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

**2** In respect of **Increase in Cost of Working**

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

but not exceeding the total of:

- the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

plus

- 5% of the Sum Insured by the item (but not more than £250,000).

**Item on Gross Revenue**

(unless shown as Not Insured in the Schedule)

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

**1** In respect of **Loss of Gross Revenue**

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

**2** In respect of **Increase in Cost of Working**

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

but not exceeding the total of:

- the amount of the reduction in Gross Revenue thereby avoided

plus

- 5% of the Sum Insured by the item (but not more than £250,000).

**Additional Increased Cost of Working**

(unless shown as Not Insured in the Schedule)

The insurance under this item is limited to Additional Cost of Working and the amount payable as indemnity shall be the additional expenditure necessarily and reasonable uncured in order to minimise an interruption or interference with the Business during the Indemnity Period in consequence of the Damage

## Special Provisions

### 1 Alternative Trading

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

A) Turnover (for Item on Gross Profit)

or

B) Gross Revenue

during the Indemnity Period.

### 2 Savings

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

### 3 Professional Accountants' Charges

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

### 4 Accumulated Stocks

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover resulting from the Damage is postponed due to the Turnover being temporarily maintained from accumulated stocks of finished goods.

### 5 Payments on Account

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

### 6 Renewal Clause

It is a requirement of the insurance that prior to each renewal the Policyholder shall provide the Company with the Estimated Gross Profit or Estimated Gross Revenue for the financial year most nearly concurrent with the ensuing Period of Insurance.

## Extensions

This Insurance section extends to include Damage and the amount of loss resulting from interruption or interference to the Policyholder's Business caused by the Damage in respect of the following additional Property, Premises and costs.

The Company's liability in respect of each and every extension shall not exceed the corresponding limit shown in the Schedule or as stated below.

### 1 Additional Metered Utility Charges

Any additional metered utility charges that are incurred by the Policyholder, solely as a result of Damage insured by this Policy, except for those in respect of any loss which has not been discovered and remedial action has been taken within 30 days of the Damage occurring.

The amount payable by the Company shall be determined by comparing charges made by the suppliers on the Policyholder's account during the period in which the loss occurred, with the normal charge (as may be adjusted to take into account any relevant factors affecting the Policyholder's liability for metered charges during such period). The Limit of Liability being £25,000.

### 2 Automatic Reinstatement after a Loss

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

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

Provided that

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

### 3 Branded Goods

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

### 4 Buildings and General Contents – Alterations and Additions

If, during the Period of Insurance, alterations or additions are made to any Buildings insured or Buildings or General Contents are acquired or constructed, at any Premises, covered by this insurance, or elsewhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and such additional Property is not otherwise insured, it will be held covered under the relative items of this Policy, from the time the Policyholder became responsible for it until the next renewal of the Policy, when specific insurance shall be effected.

The Sum Insured (and Declared Value) by each item shall be deemed to be increased for that period only, by the value of the additional Property Insured, under the item, but by no more than 10% and subject to the Company's liability not exceeding £1,000,000 in respect of additional Property at any one Premises.

### 5 Claims Preparation Costs

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

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

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

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

The Limit of Liability being £25,000.

#### **6 Clearance of Drains**

The costs necessarily incurred in cleaning and repairing drains, gutters and sewers for which the Policyholder is responsible in consequence of Damage to the Property. The Limit of Liability being £25,000.

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

Any reasonable costs incurred by the Policyholder:

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

all solely in consequence of insured Damage to the Property insured or in respect of B) arising out of the accidental discharge thereof. The Limit of Liability being £25,000.

#### **8 Inadvertent Errors and Omissions**

The Policyholder, having notified the Company of their intention to insure all Property within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, in which they are interested and it being their belief that all such Property is insured, if subsequently any such Property shall be found to have been inadvertently omitted or there has been an accidental or inadvertent error by the Policyholder within the Sums Insured declared, the Company will deem such Property to be insured appropriately within the terms of this Policy, provided that the Policyholder shall notify the Company as soon as any inadvertent error or omission comes to their knowledge in order to effect the appropriate additional insurance retrospective to the date during the Period of Insurance when insurance for the property became necessary or the incorrect sum insured was declared and to pay the appropriate additional premium. The Limit of Liability being £500,000.

#### **9 Involuntary Betterment**

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

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

Provided that the Company shall:

- 1) be liable only for the amount sufficient to enable the Policyholder to resume operations in substantially the same manner as before the Damage,
- 2) be liable only for the difference between the highest sales value of the undamaged existing equipment at the same or interdependent location and the installed cost of the technologically current equipment. The Limit of Liability being £50,000.

#### **10 Landscaped Grounds**

The reasonable costs incurred by the Policyholder in consequence of Damage to Property insured at the Premises in restoring landscaped grounds (including trees, plants and turf forming part thereof) to their original appearance when first laid out and planted, but excluding any cost arising from the failure of trees, plants and turf to germinate or become established. The Limit of Liability being £25,000.

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

The costs and expenses reasonably incurred by the Policyholder in:

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

Provided that in respect of A) and B):

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

The Limit of Liability being £25,000.

#### **12 Mitigation of Environmental Impact**

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

Provided that:

- A) such reasonable additional costs shall include but not be limited to costs incurred in:
  - i) using sustainable construction materials,
  - ii) modifying design or materials in order to reduce carbon emissions or atmospheric pollution or to improve energy efficiencies.

- B) this Extension includes the reasonable additional cost of reinstatement in respect of undamaged portions of Property provided that the Company shall not be liable for such additional cost in respect of any Building or item of contents that has not sustained Damage,
- C) such costs shall exclude those associated with removing debris,
- D) the Company shall not be liable for:
  - i) such additional costs for work already planned by the Policyholder prior to the Damage,
  - ii) more than the Limit of Liability. The Limit of Liability being £50,000 or 5% of the total loss, whichever is the lesser amount.

### 13 Mortgagees and Lessors

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

### 14 Motor Vehicles

Stationary motor vehicles licensed for road use owned or leased by the Policyholder whilst situated at the Premises, but only to the extent that they are not otherwise insured. The Limit of Liability being £50,000.

### 15 Non-invalidated

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

### 16 Other Interests

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

### 17 Property at Other Locations

Property insured whilst removed from the Premises as indicated below except that:

- A) this extension applies only in so far as the Property is not otherwise insured,
- B) this extension applies only to Damage occurring within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,
- C) the Company's liability for any one loss shall not exceed the Limit of Liability stated below;

Limit of Liability for any one loss:

- i) Documents, manuscripts and business books at any location and whilst in transit – the limit stated in the General Contents definition
- ii) Stock (excluding goods held in trust) at any location used by the Policyholder for storage – 10% of the relative Sum Insured but in no case exceeding £250,000.

- iii) Other Property (excluding vehicles licensed for road use) at any location to which the Property has been temporarily removed for cleaning, renovation, repair or other similar purposes – 10% of the relative Sum Insured but in no case exceeding £250,000.

### 18 Property Temporarily Removed

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

- A) to store records,

or

- B) for the cleaning, renovation, repair or other similar purposes of machinery and plant (but not motor vehicles) whilst temporarily removed from the Premises and in transit by road, rail, air or inland waterway to and from the Premises all in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. The Limit of Liability being £250,000.

### 19 Reinstatement

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

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

### 20 Sprinkler Upgrading Costs

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

Provided that at the time of Damage the sprinkler installation conformed to the LPC rules current at the time of installation but did not conform to subsequent amendments to those rules. The Limit of Liability being £100,000.

### 21 Theft cover Extension

Any cover granted under this insurance in respect of Theft includes:

- A) the cost of repairing Damage to the Buildings (whether or not the Buildings are insured by this Policy) if the Policyholder is responsible for the repairs and the Damage is not otherwise insured,
- B) the reasonable expenses (not exceeding £5,000) incurred in necessarily replacing locks to the Buildings or safes or strongrooms therein consequent upon the Theft (as insured) of keys from such building or from the residence of any of the authorised keyholding officials, council members or employees of the Policyholder.

### 22 Trace and Access

The costs necessarily and reasonably incurred by the Policyholder, in the event of Damage, resulting from escape of water or oil as covered by the Policy in locating the cause of such Damage and subsequently making good. The Limit of Liability being £25,000.

**23 Transfer of Interest**

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

**24 Unauthorised Use of Water, Gas, Electricity and Oil**

The costs of metered water, gas, electricity and oil for which the Policyholder is legally responsible arising from its unauthorised use by persons taking possession of or occupying the Premises without the consent of the Policyholder. The Limit of Liability being £25,000.

**25 Undamaged Stock**

The insurance in respect of Stock extends to include undamaged Stock that deteriorates, is condemned or otherwise becomes unusable resulting solely from Damage as insured to other Property insured. The Limit of Liability being £25,000.

**26 Workmen**

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

**Business Interruption Extensions**

This Insurance section extends to include the amount of loss resulting from interruption or interference to the Policyholder's Business caused by the Damage in respect of the following additional Property, Premises and costs.

The Company's liability in respect of each and every extension shall not exceed the corresponding limit shown in the Schedule or as stated below.

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

**1 Denial of Access including Loss of Attraction – Extension**

This Extension applies to the Business interruption Insurance section of this Policy

The cover provided by the Gross Profit or Gross Revenue items only in the Business Interruption Insurance section of this Policy is extended to include loss resulting solely and directly from an interruption to the Business caused by

- A) the prevention of access to the Policyholder's Premises or part thereof
- B) a reduction in the number of customers at the Policyholder's Premises

solely and directly as a result of Damage to property within 1000 metres of the Policyholder's Premises but excluding Damage to property of any supply undertaking which supplies electricity gas water or telecommunications services to the Policyholder's Premises.

No cover is provided under this Extension for any

- A) prevention of access to the Policyholders Premises or
- B) any reduction in the number of customers at the Policyholder's Premises

caused by or in any way related to any Damage to property further than 1000 metres from the Policyholder's Premises

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed three Months and will apply from the date upon which the Damage to property which caused the prevention of access or the reduction in the number of customers to the Policyholder's Premises first occurred.

The Company's maximum Limit of Liability in the aggregate during one Period of Insurance for this Extension is £250,000

The Company will not be subject to any or any greater liability under any other Section, Policy Extension, coverage or provision of this Policy than that for which it would have been liable if this Extension did not apply.

**2 Failure of Supply (including telecommunications) - Extension**

This clause applies to the Business Interruption Insurance section of this Policy

The insurance is extended to cover interruption of or interference with the Policyholder's Business as insured resulting from the accidental failure of supply of:

- A) electricity at the terminal ends of the service provider's feeders at the Premises
- B) gas at the service provider's meters at the Premises
- C) water at the service provider's main stop cock serving the Premises (other than by drought)
- D) telecommunications services (excluding the provision of extranets or access to or presence on the internet or access to applications and related services over the internet) at the incoming line terminals or receivers at the Premises but excluding satellites not occasioned by the deliberate act of any service provider nor by the exercise by any such provider of its power to withhold or restrict supply or provision of telecommunications services

**Special Conditions**

For the purpose of this Extension only

- 1) the Maximum Indemnity Period shall not exceed 3 months in respect of telecommunications services
- 2) the Indemnity Period shall commence 24 hours after the commencement of the failure of supply including telecommunications services and not as stated in the insurance provided except as expressly varied hereby Provided that the Company shall not be liable under this Extension for more than the limit stated below in respect of any one loss

Limit: £10,000 in respect of telecommunications services

Limit: £10,000 in respect of electricity gas or water supply

**3 Specified Disease Extension**

This Extension applies to the Business Interruption Insurance section of this Policy

For the purposes of this Extension only the Disease Exclusion does not apply

The cover provided by the Gross Profit or Gross Revenue items only in the Business Interruption Insurance section of this Policy is extended to include



closure of the Policyholder's Premises or part thereof on the order of a public authority caused solely by:

- A) food or drink poisoning arising from food or drink supplied from the Policyholder's Premises
- B) the manifestation at the Policyholder's Premises of any of the following diseases in a human

Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Infectious Bloody Diarrhoea, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Paratyphoid fever, Typhoid Fever, Plague as a result of Yersinia Pestis bacteria, Rabies, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Viral Hepatitis, Whooping cough, Yellow Fever

Provided that:

- 1) The Maximum Indemnity Period is limited to three months and shall apply from the date from which the closure order of the public authority is complied with
- 2) The Company will not be subject to any or any greater liability under any other section, Policy Extension, coverage or provision of this Policy than that for which it would have been liable if this Extension did not apply
- 3) In respect of a manifestation at the Policyholder's Premises of Legionellosis or Legionnaires' disease it is a condition precedent to any liability of the Company that at the time of such outbreak at the Policyholder's own Premises the Policyholder shall have been in complete compliance with Health and Safety Executive Approved Code of Practice (ACOP) 1992 unless such non-compliance shall have been notified in writing to the Company and confirmed as acceptable by the Company
- 4) This Extension shall not provide cover in respect of any closure of the Policyholder's Premises or part thereof on the order of a public authority caused in whole or in part by a manifestation at the Policyholder's Premises of any disease that is or shall be designated or treated as a pandemic by the World Health Organisation or any Body undertaking substantially the same function. Once any disease has been so designated or treated then for the purposes of this Policy it will be deemed that the disease was so designated or treated at the commencement of the outbreak.
- 5) No cover is provided under this Extension for any closure of the Policyholder's Premises caused by or contributed to by or in any way related to the manifestation of any Specified Disease at a place other than the Policyholder's Premises

The Company's maximum Limit of Liability in the aggregate during any one Period of Insurance for this Extension is £100,000

#### 4 Murder and Suicide Extension

This Extension applies to the Business Interruption Insurance section of this Policy

The cover provided by the Gross Profit or Gross Revenue items only in the Business Interruption Insurance section of the Policy is extended to include closure of the Policyholder's Premises or part thereof as a result of a murder or a suicide occurring at the Policyholder's Premises

Provided that the Maximum Indemnity Period is limited to three months and shall apply from the date of the closure of the Policyholder's Premises

The Company's maximum Limit of Liability any one loss and in the aggregate during any one Period of Insurance for this Extension is £100,000

#### 5 Unspecified Suppliers and Storage Sites - Extension

This clause applies to the Business Interruption Insurance section of this Policy

The insurance is extended to cover the property at

- A) the premises of any of the Policyholder's suppliers manufacturers or processors of components goods or materials but excluding the premises of any supply undertaking from which the Policyholder obtains electricity gas or water
- B) premises not in the occupation of the Policyholder where property of the Policyholder is stored all in Great Britain Northern Ireland the Channel Islands or the Isle of Man

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

Limit: £25,000

#### 6 Denial of Access (Non-Damage) - Extension

The cover provided by Gross Profit or Gross Revenue items only in the Business Interruption Insurance section of this Policy is extended to include the prevention of access to the Policyholder's Premises or part thereof on the order of a public authority caused solely and directly by an emergency occurring only at the Policyholder's Premises or only within (and not beyond) 1000 metres of the Policyholder's Premises which is likely to

- 1. Endanger human life or
- 2. Cause damage to property arising from the:
  - a. Unlawful occupation by a third party of a building or part thereof except in the course of any trade disputes including but not limited to strikes, picketing and labour disturbances
  - b. Suspected or actual existence of an explosive device

Provided that the Company will not be liable for

- A) any loss as insured by this extension involving an interruption of less than 12 hours continuous duration
- B) any loss during any period other than the actual period where access to the Policyholder's Premises was prevented
- C) any prevention of access to the Policyholder's Premises as a result of Damage, or arising from any cause within the direct control of the Policyholder including any non-compliance with a prior order or advice of a public authority
- D) any loss arising directly or indirectly from or in any way connected to disease

No cover is provided under this extension for any prevention of access caused by or contributed to by or in any way related to any emergency occurring further than 1000 metres from the Policyholder's Premises

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed Three Months and will apply from the date from which the order of the public authority is complied with.

The maximum amount payable in the aggregate during one Period of Insurance under this Extension is £ 100,000



## **7 Essential Personnel**

This clause applies to the Business Interruption Insurance section of this Policy

The insurance is extended to cover

Death of any of Your Principals,

(2) or total and permanent disablement of any of Your Principals, which prevents them from attending to their normal occupation, due to injury caused by accidental and violent means.

We will only pay the additional costs and/or expenses You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover (or Revenue, or Fees as insured by this Section,) during the Indemnity Period which but for such additional costs and/or expenses would have taken place.

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

Limit: £25,000

### **Definitions**

For the purposes of this additional contingency, the following Definition applies:

### **Principals**

Any person who is an owner, partner or trustee of The Business

Subject otherwise to the terms Exclusions and Conditions of this Policy

## **8. Salvage Sales**

This Extension applies to the Business interruption Insurance section of this Policy

If, following Damage giving rise to a claim under this Policy, the Policyholder holds a salvage sale during the Indemnity Period, clause A of the insurance provided in respect of any Business Interruption item shall read as follows:

A) In respect of Reduction in Turnover

The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) falls short of the Standard Turnover in consequence of the Damage from which the amount shall be deducted the Gross Profit actually earned during the period of the salvage sale

## Exclusions

Exclusions applicable to Property Damage and Business Interruption Insurances

This Policy does not cover:

### 1 Intruder Alarm

Damage by Cover 8 Theft at any Premises where:

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

### 2 Cyber and Data

any:

- i) Cyber Loss or;
- ii) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data

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

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

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

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

### 3 Marine

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

### 4 Policyholder's Contribution

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

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

### 5 Pollution and Contamination

Damage to any property and any loss or expense or liability resulting or arising there from caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by:

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

### 6 Property Excluded

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

### 7 Sprinkler Protections

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

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

## 8 Terrorism

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

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

and

- B) in Northern Ireland civil commotion.

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

In Great Britain and Northern Ireland Terrorism means:

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

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

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

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

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

## Definitions

### Property Damage Definitions

#### Designation of Property

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

#### Property Insured

Buildings, General Contents, Stock, other property or interests all as defined below at the Premises as described in the Schedule and all being the property of the Policyholder or for which they are responsible.

#### Buildings

Landlord's fixtures and fittings in and on the buildings, small outside buildings, extensions, annexes, gangways, walls, gates, fences, yards, car parks, roads, pavements, forecourts, paved areas, solar panels, wind turbines attached to the buildings, fixed signage, canopies, street furniture, building management security systems, landscaping, recreational features, foundations, glass, telephone, gas and water mains, electrical instruments, meters, piping, cabling and the accessories thereon extending from the buildings to the perimeter of the Premises or to the public mains (including those underground).

#### General Contents

Machinery, plant, fixtures, fittings and other trade equipment,

all office equipment and other contents,

patterns, models, moulds, plans and designs, documents, manuscripts and business books (excluding computer systems records) for an amount not exceeding £25,000 in respect of any one loss,

tenants' improvements,

alterations and decorations,

in so far as they are not otherwise insured, officials, council members and employees' personal effects including clothing, pedal cycles, tools and instruments for an amount not exceeding £2,500 per person,

Money and securities of any description for an amount not exceeding £1,000 in total and subject to any specific exclusions in this insurance,

wines, spirits, cigarettes and tobacco held for entertainment purposes for an amount not exceeding £500 in total in respect of Damage by Theft (if insured),

to the extent that they are not otherwise insured motor vehicles, motor chassis and their contents.

#### Money

Cash, bank notes, currency notes, cheques, bankers drafts, postal orders, money orders, current postage stamps and revenue stamps, credit company sales vouchers, VAT purchase invoices, Premium Bonds, bills of exchange, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers and credit cards.

#### Stock

Stock and materials in trade, work in progress and finished goods.

#### Glass

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

#### Policyholders Contribution

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

## Business Interruption Definitions

#### Indemnity Period

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

#### Turnover

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

#### Gross Profit

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

Notes:

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

#### Uninsured Variable Costs

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

- A) Purchases and related discounts,
- B) Bad debts

unless otherwise stated in the Schedule.

**Gross Revenue**

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

**Estimated Gross Profit or Estimated Gross Revenue**

The amount declared by the Policyholder to the Company, as representing not less than the Gross Profit or Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (subject to the provision of Insurable Amount B) below).

**Rate of Gross Profit**

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

**Standard Turnover or Standard Gross Revenue**

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

**Insurable Amount**

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

The following notes refer to the Business Interruption Definitions stated above:

- A) To the extent that the Policyholder is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax.
- B) In the definitions of:
  - i) Estimated Gross Profit and Insurable Amount,
  - or
  - ii) Estimated Gross Revenue and Insurable Amount,

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

# Money Insurance

**THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE**

## Section 1 – Money

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

### The Insurance Provided

Item	Limit of Liability any one loss
1 A) Money in the Policyholder's Premises during Working Hours or in transit or in a bank night safe until at the bank's risk or at any of the Policyholder's contract sites during Working Hours.	as shown in the Schedule
B) Money in the Policyholder's Premises out of Working Hours:	
1) in specified locked safes or strong-rooms	as shown in the Schedule
2) in all other locked safes or strong-rooms	as shown in the Schedule
3) not in a locked safe or strong-room	£250
C) Money in the Policyholder's residence or that of any of the Policyholder's officials, council members or employees, the Limits of Liability being:	
1) while in a locked safe or while an adult is in the residence	£500
2) otherwise	£250
2 Non-negotiable Money	£250,000

### Exclusions

The Company shall not be liable for:

- Discovery Period**  
Loss by theft by any officials, and council members or employee of the Policyholder not discovered within seven working days of the occurrence,
- Error or Omission**  
Shortage due to error or omission,
- Unattended Vehicle**  
Loss from an Unattended Vehicle,
- Counterfeit Money**  
Loss due to the use of counterfeit Money,
- Northern Ireland**  
Loss or damage arising from riot or civil commotion in Northern Ireland,

### 6 Outside the United Kingdom

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

### 7 Physical Security

Loss whenever the Business Premises are left unattended if all locks, bolts and other protective devices are not in full and effective operation,

### 8 Removal of Keys

Loss whenever the Business Premises are left unattended if all keys (including those relating to any part of the Intruder Alarm system) are not removed from the Business Premises,

### 9 Safe Keys and Combinations

Loss in respect of Items 1B1) and 1B2) out of Working Hours if all keys and notes of combination lock letters and numbers of safes and strong-rooms containing Money are not removed from the Business Premises,

### 10 Intruder Alarm

Loss at any Premises where:

- the Policyholder has knowingly and wilfully failed to maintain the Intruder Alarm protection,
- or
- all of the following apply
  - An Intruder Alarm is a requirement of cover and is shown in the Schedule
  - The Premises are unattended
  - The maintenance and efficacy of the Intruder Alarm are the Policyholder's responsibility
  - The failure of the Intruder Alarm is a major contributor to Damage
  - The Company has not been informed of the absence of alarm protection.

### 11 Terrorism

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

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

and

- in Northern Ireland civil commotion.

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

Terrorism means: acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

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

# Section 2 – Personal Injury (Robbery)

## The Insurance Provided

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

Number of Units 5 shall mean:

### Benefit

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

## Conditions

### 1 Application of Benefits

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

### 2 Assignment

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

### 3 Disappearance

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

### 4 Evidence Required

In connection with any claim:

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

### 5 Exposure

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

### 6 Interest

No sum payable shall carry interest.

## Exclusions

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

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

The Company will not pay the Benefit if:

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



# Definitions

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

### 1 Accident

Accident shall mean;

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

### 2 Annual Salary

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

### 3 Benefit and Units of Cover

Benefit and Units of Cover shall mean;

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

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

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

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

### 4 Disablement

Disablement shall mean Benefits 2 to 5

### 5 Money

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

### 6 Non-negotiable Money

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

### 7 Operative Time

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

### 8 Working Hours

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

### 9 Insured Person

Insured Person shall mean the Policyholder or any officials and council members or Employee of the Policyholder.

### 10 Loss of Limb

Shall mean

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

### 11 Loss of Eye

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

- A) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or
- B) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet).

### 12 Medical Expenses

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

# Terrorism Insurance

## THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Notwithstanding any provisions to the contrary within this Policy, the insurance in respect of all items insured by the insurances shown as operative in the Terrorism Insurance section of the Schedule is extended to include Terrorism Insurance as specified below.

This Policy includes Damage or loss resulting from Damage to Property and consequential loss resulting therefrom in so far and to the extent that it is insured by this Policy in the Territories stated below caused by or resulting from an Act of Terrorism provided always that Terrorism Insurance is:

- A) subject to Exclusions 1-4 below,
- B) not subject to any other exclusions stated in this Policy,

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

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

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

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

## Conditions

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

All the terms, definitions, provisions, conditions and extensions of this Policy apply except in so far as they are hereby expressly varied.

## Exclusions

Terrorism Insurance does not cover:

- 1) **Riot civil commotion War and Allied Risks**  
any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

- 2) **Electronic Risks**  
any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from;

- A) Damage to or the destruction of any Computer System; or
- B) any alteration, modification, distortion, erasure or corruption of Data

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

- 3) **Nuclear Installation or Nuclear Reactor**  
any loss whatsoever or any consequential loss resulting or arising from Damage to any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

- 4) **Nuclear Risks and Chemical, Biological and Radiological Contamination**  
in respect of Residential Property insured in the name of a Private Individual:

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

- A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
- C) chemical and/or biological and/or radiological irritants, contaminants or pollutants.

## Special Provision

### ‘Cyber Terrorism’

This Special Provision applies only to Property situated within Great Britain only.

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

- i) results directly (or, solely as regards (ii) (c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System;

and

- ii) comprises;
  - a) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by the Policyholder;or
  - b) the amount of business interruption loss suffered directly by the Policyholder by way of loss of or reduction in profits,

revenue or turnover or increased cost of working as a direct result of either;

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

or

- c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Policyholder to avoid or diminish such loss

and

- iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of Property for the purposes of this Special Provision shall (additionally to those exclusions within the definition of Property below) exclude:

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

Notwithstanding the exclusion of Data from Property, to the extent that Damage to or destruction of Property within the meaning of ii) within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in i) within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from Damage to or destruction of such Property from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Terrorism Insurance.

## Definitions

### Act of Terrorism

means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

### Computer Systems

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

### Covered Loss

means all losses arising under this Policy as a result of Damage to or the destruction of Property in the Territory, the proximate cause of which is an Act of Terrorism.

### Data

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

### Damage

means accidental loss, destruction or damage.

### Denial of Service Attack

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

The definition of Denial of Service Attack includes, but is not limited to, the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

### Great Britain

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

### Hacking

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

### Nuclear Installation

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

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

**Nuclear Reactor**

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

**Phishing**

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

**Private Individual**

means any person other than

- a) a Trustee or body of Trustees where insurance is arranged under the terms of a trust,
- b) a person who owns Residential Property for the purpose of their business as a sole trader.

This definition only applies to Property held in trust or as part of a sole trader's business and not their private residence(s).

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

**Property**

means Property Insured (as defined within the Property Damage Insurance section of this Policy) and any other property whatsoever, but excluding:

- A) any land or building which is occupied as a private residence or any part thereof which is so occupied unless;
  - i) insured under the same contract of insurance as the remainder of the building which is not a private residence or
  - ii) not insured in the name of an individual
- B) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

**Residential Property**

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

**Virus or Similar Mechanism**

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

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

# Liability Insurance

**THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE**

## Section 1 – Employers' Liability

**THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE**

The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

### The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity:

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during the Period of Insurance:
  - A) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,
  - or
  - B) while temporarily outside these territories,
 arising out of and in the course of employment by the Policyholder in the Business.
- 2 in respect of:
  - A) claimants' costs and expenses which the Policyholder is legally liable to pay in connection with any claim,
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death.
  - C)
    - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty, resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder, officials or council members or Employee of the Policyholder for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007, or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success.

where the Company has an interest in the outcome of the proceedings,

- D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section of the Policy,

incurred with the Company's prior written approval.

### General Provisions

Provided that in respect of any one Event:

- 1 the total amount payable under this section of the Policy (including all Extensions, additional Clauses and Memoranda) shall not exceed the Limit of Indemnity,
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which, at the absolute discretion of the Company, the claims arising out of such Event can be settled.

The Company will then relinquish control of such claims and be under no further liability in respect thereof,

- 3 the total amount payable by the Company in respect of all damages costs and expenses, arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause, irrespective of the number of Persons Entitled to Indemnity, having a claim under the Policy on or attributable to that one source or original cause, shall not exceed the Limit of indemnity stated in the Schedule.

For the purposes of the Limit of Indemnity, all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity, so that there will be only two parties to the contract of insurance namely the Company and the Policyholder.

### Extensions to Section 1

(each of which is subject otherwise to the terms of this Policy)

#### 1 Unsatisfied Court Judgments

In the event of a judgment for damages being obtained:

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Policyholder in the Business,
- B) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,

in any court situate in the territories specified in B) above and

- C) remaining unsatisfied in whole or in part six months after the date of such judgment,

at the request of the Policyholder the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- A) there is no appeal outstanding,
- B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company.

## 2 Compensation for Court Attendance

In the event of any of the under mentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required:

- |   |      |
|---|------|
| A) any officials or council members of the Policyholder | £750 |
| B) any Employee   | £500 |

## 3 Automatic Acquisitions

The indemnity provided by this Section of the Policy shall apply in respect of any new or acquired company within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands from the date of creation or acquisition.

Provided that:

- A) the activity of such company falls within the Business description stated in the Schedule,
- B) the new creation or acquisition does not have an annual turnover in excess of 10% of the Policyholder's annual turnover as declared to the Company at the beginning of the Period of Insurance or £10,000,000 whichever is the lesser,
- C) the Policyholder shall submit full claims and underwriting information to the Company within 60 days after such creation or acquisition,

the Company shall have the right to make any additional charges or changes in terms in respect of such new creation or acquisition.

## 2 Road Traffic Legislation

in respect of Injury for which the Policyholder is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union.

## 3 Fines or Penalties

for:

- A) fines or penalties:
- B) the costs of appeal against any improvement or prohibition notices,
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012,
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction.

# Exclusions to Section 1

The indemnity will not apply to legal liability:

## 1 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

where such legal liability is:

- 1) that of any principal
- 2) accepted under agreement and would not have attached in the absence of such agreement.



## Section 2 – Public/Products Liability

**THIS SECTION DOES NOT APPLY IF SHOWN AS  
NOT INSURED IN THE SCHEDULE**

### The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity:

- 1 up to the Limit of Indemnity against legal liability for damages in respect of:
  - A) accidental Injury of any person,
  - B) accidental loss of or damage to Property,
  - C) nuisance, trespass to land or trespass to goods or interference with any easement, right of air, light, water or way other than legal liability for damages which result from a deliberate act or omission of the Policyholder or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Policyholder, having regard to the nature and circumstances of such act or omission,
  - D) wrongful arrest or false imprisonment,

happening during the Period of Insurance in connection with the Business.
- 2 in respect of:
  - A) claimant's costs and expenses which the Policyholder is legally liable to pay in connection with any claim,
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death,
  - C)
    - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder, officials, council members or Employee of the Policyholder for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007, or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978,
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success,

where the Company has an interest in the outcome of the proceedings.
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section of Policy,

incurred with the Company's prior written approval.

### General Provisions

Provided that in respect of:

- A) any one Event,
- B) all Events happening during the Period of Insurance in respect of products supplied,
- C) all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water, or of land, or of the atmosphere,

the following shall apply:

- 1) the total amount payable by the Company in respect of 1 above and all Extensions, Clauses and Memoranda shall not exceed the Limit of Indemnity.
- 2) the Policyholder's Contribution will be payable before the Company shall be liable to make any payment.
- 3) the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which, at the absolute discretion of the Company, the claims arising out of such Event can be settled.

The Company will then relinquish control and be under no further liability in respect of such claims except for costs and expenses for which the Company may be responsible prior to the date of such payment.

- 4) where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity.
  - 5) the total amount payable by the Company in respect of all damages arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause, irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause, shall not exceed the appropriate Limit of Indemnity stated in the Schedule.
- For the purposes of the Limit of Indemnity, all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein.
- 6) in respect of claims happening or where a claim is brought in North America, all costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule.

### Extensions to Section 2

(each of which is subject otherwise to the terms of this Policy)

#### 1 Advertising Injury

The Company will indemnify the Policyholder in respect of legal liability for Advertising Injury committed during the Period of Insurance.

This Extension shall not apply in respect of:

- A) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission,
- B) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Extension,
- C) Advertising Injury where indemnity is provided by any other insurance,
- D) Advertising Injury arising out of a breach of contract except an implied contract to use another's advertising idea,
- E) Advertising Injury arising out of the failure of goods products or services to conform with any statement of quality or performance,
- F) Advertising Injury arising out of the wrong description of the price of goods products or services,
- G) Advertising Injury committed by an Policyholder whose Business is any of the following:
  - i) advertising broadcasting publishing or telecasting,
  - ii) designing or determining the content of web-sites for others.
  - iii) providing an internet search access content or service provider,
- H) Advertising Injury arising out of electronic bulletin boards or chatrooms that the Policyholder hosts owns or exercises control over.

2 Automatic Acquisitions

The indemnity provided by this Section of the Policy shall apply in respect of any new or acquired company within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands from the date of creation or acquisition.

Provided that:

- A) the activity of such company falls within the Business description stated in the Schedule,
- B) the new creation or acquisition does not have an annual turnover in excess of 10% of the Policyholder's annual turnover as declared to the Company at the beginning of the Period of Insurance or £10,000,000, whichever is the lesser,
- C) the Policyholder shall submit full claims and underwriting information to the Company within 60 days after such new creation or acquisition,

the Company shall have the right to make any additional charges or changes in terms in respect of such new creation or acquisition.

3 Clean Up Costs

In the event of a Sudden Pollution or Contamination Incident the Company will provide indemnity to any Person Entitled to Indemnity in respect of:

- 1) Clean up costs arising solely under a statutory provision that operates in any part of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,
- 2)
  - i) costs or expenses in relation to any matter which may form the subject of indemnity under this Extension incurred with the Company's prior written approval,
  - ii) costs and expenses incurred with the Company's prior written approval in any appeal against any statutory notice served or to be served upon the Policyholder by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success).

The indemnity provided by this Extension shall not exceed the Limit of Indemnity and will not apply to costs (including Clean up Costs):

- A) incurred in achieving any improvement, betterment or alteration in any original property,
- B) for remedial action carried out or in relation to property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder,
- C) incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat,
- D) arising out of a genetically modified organism,
- E) comprising the first 10% of any one Sudden Pollution or Contamination Incident subject to a minimum contribution by the Policyholder of £2,500 and a maximum contribution of £25,000,
- F) arising solely from the Policyholder's liability under legislation operating in any part of Great Britain or Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009,
- G) for incidents happening in North America or where a claim is brought in North America.

Provided that:

- 1) all costs covered under **1)** and **2)** will form part of and not exceed the Limit of Indemnity shown in the Schedule for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere,
- 2) the total amount payable under this Extension shall not exceed £1,000,000.

4 Compensation for Court Attendance

In the event of any of the following persons attending court as a witness, at the request of the Company, in connection with a claim, in respect of which the Policyholder is entitled to indemnity under this Section of the Policy the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required:

- |   |      |
|---|------|
| A) any officials or council members of the Policyholder | £750 |
| B) any Employee   | £500 |

## 5 Contingent Motor Liability

Notwithstanding Exclusion 8A) the Company will provide indemnity to the Policyholder against legal liability for Injury, or loss or damage to Property arising out of the use in the course of the Business by any Employee of any Vehicle not the property of nor provided by the Policyholder.

The indemnity will not apply to legal liability:

- A) in respect of loss of or damage to such Vehicle or to property within the Vehicle,
- B) in respect of which the Policyholder is entitled to indemnity under any other insurance,
- C) arising out of the use of any Vehicle whilst Airside.

Exclusion 5 shall not apply to this Extension.

## 6 Cross Liabilities

If the Policyholder comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each:

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity stated in the Schedule.

## 7 Data Protection Act

The Company will provide an indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability to pay damages for damage or distress as described in United Kingdom Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing

The Company will also pay claimant's costs and expenses which the Policyholder is legally liable to pay in connection with any claim incurred with the Company's prior written approval

Provided that the Policyholder has paid the appropriate fee under the Data Protection (Charges and Information) Regulations 2018 or is exempt from doing so

This Extension shall not apply in respect of

- A) the payment of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal Data
- C) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Extension
- E) legal liability where indemnity is provided by any other insurance or elsewhere in this Policy

## 8 Defective Premises Act

The Company will provide indemnity in respect of legal liability for Injury, or loss of or damage to Property, incurred by virtue of the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

The indemnity will not apply to legal liability:

- A) for the costs of remedying any defect or alleged defect in premises disposed of by the Policyholder,
- B) for the costs of remedying the presence of Asbestos Asbestos Dust or Asbestos Containing Materials,
- C) to the extent that indemnity is provided from any other source.

## 9 Excess Motor Liability

Notwithstanding Exclusion 8 A), the Company will provide indemnity to the Policyholder against legal liability for damage to Property, for any amount in excess of the amount payable under any motor insurance where liability arises out of the use by any Person Employed or Council member of the Policyholder of any of the Policyholder's Vehicles.

Provided that:

- A) the indemnity provided shall only apply in excess of GBP 5,000,000 or the amount payable under any motor insurance whichever is the greater,
- B) the indemnity provided shall in addition be subject to the same terms conditions and warranties as the underlying motor insurance,
- C) the Limits of Indemnity contained in the Schedule shall be reduced by an amount equal to the indemnity recoverable by the Policyholder under the underlying motor insurance.

The indemnity will not apply to legal liability:

- A) in respect of loss of or damage to such Vehicle or to property within the Vehicle,
- B) in respect of which the Policyholder is entitled to indemnity under any other insurance,
- C) arising out of use of any Vehicle whilst Airside,
- D) arising directly or indirectly out of Terrorism.

## 10 Legionellosis

Notwithstanding Exclusion 13, the Company will provide indemnity to the Policyholder in respect of legal liability for accidental Injury caused by Legionellosis arising out of the Business.

Provided that:

- A) all claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place,
- B) all costs covered under this Extension will form part of and not exceed, the Limit of Indemnity shown in the Schedule for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings, or other structures, or of water, or land, or the atmosphere.

#### 11 Legionellosis run off cover

The Company will provide indemnity in respect of Injury caused by Legionellosis arising out of the Business happening prior to the inception date of this Policy.

Provided that the Company shall not be liable for claims:

- A) where indemnity is provided by any other insurance,
- B) known to the Policyholder or any other Person Entitled to Indemnity prior to inception of this insurance,
- C) notified under any other policy which was in force prior to the inception of this insurance which might be reasonably expected to give rise to a claim.

#### 12 Member to Member Liability

The Company will provide indemnity to any member of the Policyholder's social sports or welfare organisations while engaged in such social sports or welfare activities.

Provided that:

- A) such member is not entitled to indemnity under any other policy, and
- B) such member shall observe and be subject to the terms of this Policy so far as they can reasonably apply.

#### 13 Overseas Personal Liability

The Company will provide indemnity to the Policyholder and if the Policyholder so requests, any Employee, or officials or council members of the Policyholder, against legal liability in respect of Injury, or loss of or damage to Property incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man in connection with the Business.

The indemnity will not apply:

- A) to legal liability arising out of the ownership or occupation of land or buildings,
- B) where indemnity is provided by any other insurance.

#### 14 Unauthorised Movement of Vehicles

The Company will indemnify the Policyholder in respect of legal liability for Injury, or loss of or damage to Property arising from or in connection with any Vehicle, not the property of nor provided by the Policyholder, that is causing an obstruction and interfering with the Business and is moved by any Person Employed or Council member of the Policyholder.

The indemnity will not apply:

- A) where indemnity is provided by any motor insurance contract or where insurance or security is required by law,
- B) in respect of Injury or loss of or damage to Property caused by any Vehicle being moved whilst Airside.

#### 15 Vendor's Liability

The Company will provide indemnity to the Vendor in respect of legal liability for accidental Injury, or accidental loss of or damage to Property, arising out of the sale or distribution by such Vendor of any of the Policyholder's products.

The indemnity will not apply to legal liability:

- A) arising out of the unauthorised sale or distribution of the Policyholder's products,
- B) arising out of the issuance of any express warranty by the Vendor which has not been authorised by the Policyholder,
- C) arising out of the Vendor intentionally changing the physical or chemical make-up of the Policyholder's products,
- D) arising out of repacking or repackaging by the Vendor unless unpacked or unpackaged solely for the purpose of inspection demonstration testing or the substitution of parts under instruction from the Policyholder and then repacked or repackaged in the original container or packaging,
- E) arising out of failing to carry out such inspections adjustments tests or service as the Vendor has agreed to or normally would carry out in the usual course of the business in connection with the distribution or sale of the Policyholder's products,
- F) arising out of demonstration, installation, service, or repair by the Vendor of the Policyholder's products except such operations carried out at the Vendor's premises in connection with the sale of the Policyholder's products,
- G) arising out of labelling, relabelling or using the Policyholder's products as a container part or ingredient of any other thing or substance,
- H) incurred by persons or organisations from whom the Policyholder has acquired the Policyholder's products,
- I) assumed by the Vendor under any contract or agreement except to the extent that such liability would have attached in the absence of such contract or agreement,
- J) arising out of the sale or distribution of the Policyholder's products other than by the Vendor,
- K) arising out of the ownership or occupation of any premises by the Vendor,
- L) arising out of any unauthorised advice or specification by the Vendor in connection with any of the Policyholder's products,
- M) arising out of the failure by the Vendor to maintain the Policyholder's products in a merchantable condition.

#### 16 Indemnity to Hirer

The company will provide indemnity to any hirer of the Premises

The indemnity will not apply:

- A) in respect of any commercial or business hire
- B) in respect of any individual, club, organisation, society or group who hire The Premises on a regular weekly or monthly basis
- C) where indemnity is provided by another insurance policy

Provided that the total amount payable under this Extension shall not exceed £2,000,000

#### 17 Libel and Slander

Definition "Publication" shall mean any written material produced in the course of The Business. The Company will, in respect of any

claim made against The Insured while this endorsement is in force or within twelve months of its cancellation provided the cause of the claim occurred while the endorsement was in force, indemnify the Policyholder in respect of

- A) Compensation
- B) Costs and Expenses as a result of
  - (i) libels in any Publication.
  - (ii) slanders made in the course of The Business.
  - (iii) infringement of any trade mark, registered design, copyright or patent right arising from the contents of any Publication.
  - (iv) slander of title to goods.

All claims arising out of one cause, whether or not all such claims are made against the Policyholder in the same Period of Insurance, will be treated as one claim.

The maximum We will pay, inclusive of Costs and Expenses is £250,000, in respect of

- A) any one claim and
- B) the total of all claims in any one Period of Insurance.

The indemnity will not apply to

- A) withdrawing, recalling or replacing any Publication.
- B) liability imposed on The Policyholder solely by reason of the terms of any contract conditions or agreement.
- C) actions brought in a court of law outside

The Defined Territories.

- D) ten percent of each and every claim.

## 5 Employers' Liability

for bodily injury or mental injury to or death, disease or illness of any Person Employed arising out of and in the course of employment by the Policyholder in the Business.

## 6 Fear of Asbestos

for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.

## 7 Fines or Penalties

for:

- A) fines or penalties,
- B) the costs of appeal against any improvement or prohibition notices,
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012,
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction,
- E) aggravated exemplary or punitive damages awarded by any court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## 8 Mechanical Vehicles

arising from or out of the ownership, possession or use by or on behalf of the Policyholder or any Person Entitled to Indemnity of any:

- A) Vehicle other than legal liability arising out of:
  - i) the use of plant as a tool of trade on site,
  - ii) the use of plant at the premises of the Policyholder,
  - iii) the loading or unloading of any vehicle,

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law.

- B) aircraft or other aerial device.
- C) aero spatial device,
- D) hovercraft or hydrofoil,
- E) water-borne vessel or craft other than
  - i) hand propelled or sailing craft inland or territorial waters,
  - ii) craft used for business entertainment within inland or territorial waters.

## 9 Product Defects and Recall

- A) for loss of, or damage to, any product supplied or contract work executed by the Policyholder caused by any defect therein, or the harmful nature or unsuitability thereof, for its intended purpose,
- B) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any product supplied or contract work executed by the Policyholder necessitated by any known or suspected defect therein, or the unsuitability thereof for its intended purpose.

## Exclusions to Section 2

The indemnity will not apply to legal liability:

### 1 Aircraft Products

arising from Aircraft Products.

### 2 Airside

arising out of work undertaken Airside.

### 3 Asbestos in North America

of whatsoever nature directly or indirectly caused by or contributed to by or occurring due to the presence of Asbestos, Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust happening in North America or where a claim is brought in North America.

### 4 Asbestos Removal Costs

for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.

#### 10 Professional Liability

arising from or in connection with:

- A) advice
- B) design
- C) specification

provided for a fee by the Policyholder and not connected with the supply or intended supply of the Policyholder's products.

#### 11 Property in the Policyholder's Custody or Control

for or arising from loss of or damage to any Property, which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder other than:

- A) Employees', officials, council members', or visitors' personal effects including vehicles and their contents,
- B) premises and their contents not owned by or leased or rented to the Policyholder at which the Policyholder is undertaking work in connection with the Business,
- C) premises and their fixtures and fittings leased or rented to the Policyholder unless such legal liability:
  - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement,
  - ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings.

#### 12 Property Worked Upon

for loss of, or damage to that part of any Property upon which the Policyholder is or has been working, where such loss or damage is the direct result of such work.

#### 13 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or of land or the atmosphere:

- A) happening in North America or where a claim is brought in a court of law in North America,
- B) happening anywhere in the world other than North America unless caused by a Sudden Pollution or Contamination Incident.

#### 14 Radioactive Contamination

of whatsoever nature directly or indirectly caused by, or contributed to by, or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### 15 War and Allied Risks

arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.



## Section 3 – Legal Defence Costs

### THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Where Injury of any person or loss of or damage to Property has not occurred or where the Company ceases to have an interest in the outcome of the proceedings under any other Liability Insurance Section insured under this Policy, the Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or officials or council members of the Policyholder up to the Limit of Indemnity in respect of:

- A) legal costs and other expenses incurred with the Company's prior written approval,
- B) costs awarded against the Policyholder or any officials, council members or Person Employed,

in connection with the defence of criminal proceedings brought or in appeal against a conviction, arising from such proceedings, if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success, relating to an offence alleged to have been committed during the Period of Insurance, in the course of the Business but only in respect of proceedings brought as stated in **Part A** and **B** below.

### The Insurance Provided

#### Part A

In respect of a breach of:

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health, safety and welfare of any Person Employed, officials or council members of the Policyholder
- 2 the Corporate Manslaughter and Corporate Homicide Act 2007.

#### Part B

In respect of a breach of:

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health, safety and welfare of any person other than a Person Employed, officials or council members of the Policyholder,
- 2 Part II of the Consumer Protection Act 1987,
- 3 Part II of the Food Safety Act 1990.
- 4 the Corporate Manslaughter and Corporate Homicide Act 2007.

### General Provisions

Provided that in respect of **Part A** and **B**:

- 1 the indemnity will not apply:
  - A) to fines or penalties of any kind,
  - B) to the costs of appeal against any improvement or prohibition notices,
  - C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012,
  - D) where indemnity is provided by any other insurance,
  - E) to proceedings consequent upon any deliberate act or omission by:
    - i) the Policyholder,
    - ii) any officials or council members of the Policyholder,
    - iii) any Employee with any specific responsibility for compliance with the legislation specified in this Section, which could reasonably have been expected to constitute a breach of the legislation specified in this Section.
  - F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials.
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which, at the absolute discretion of the Company, the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment.
 

The Company will then relinquish control of such claims and be under no further liability in respect thereof.
- 3 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity.

### Special Provision

The Company shall pass notification to an independent third party service provider with whom the Company has an agreement which shall thereafter administer claims settlement on the Company's behalf.

# Definitions

## Applicable to Liability Insurance (Sections 1–3).

### 1 Advertising Injury

- A) oral or written publication of material in any manner that slanders libels or defames a person's or organisation's goods products or services
- B) oral or written publication of material in any manner that infringes a person's legal right to privacy
- C) the use of another's advertising idea
- D) infringement of copyright trade dress or slogan

committed in the course of advertising the Policyholder's goods products or services

### 2 Aircraft Products

Aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured, sold, handled or distributed or services provided or recommended by the Policyholder or by others trading under their name for use in the manufacture, repair, operation, maintenance or use of any aircraft or aerial device.

### 3 Airside

That part of any airport airfield or military installation provided for

- A) the take-off or landing of aircraft or the movement of aircraft on the ground
- B) aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars

### 4 Asbestos

Crocidolite, amosite chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals.

### 5 Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust.

### 6 Asbestos Dust

Fibres or particles of Asbestos.

### 7 Business

That which is specified in the Schedule and conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and shall include:

- A) the ownership, repair and maintenance of the Policyholder's own property,
- B) the provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any Person Employed,
- C) fire and security services maintained solely for the protection of premises owned or occupied by the Policyholder,
- D) private work undertaken by any Person Employed for any officials or council members of the Policyholder or Employee with the prior consent of the Policyholder,

E) the provision of car parks,

F) the provision of sponsorship of events and sponsorship of individuals,

G) repair or servicing of vehicles other than on a commercial basis,

H) attendance at or participation in trade fairs shows and exhibitions by any Employee or Council member in connection with their employment,

I) former activities of the Policyholder as declared and agreed by the Company,

but in respect of Section 1 shall not include any work undertaken Offshore.

### 8 Clean Up Costs

The costs reasonably incurred by:

A) a government agency or regulatory body,

B) the Policyholder with the written consent of the Company where a government agency or regulatory body would have required remediation,

in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which the Policyholder is legally responsible.

### 9 Employee

Any individual under a contract of service or apprenticeship with the Policyholder.

### 10 Employment-Related Practices

Any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by the Policyholder in connection with any actual or alleged:

A) unlawful or unfair dismissal, discharge or termination of employment,

B) breach of any written or oral employment contract or quasi-employment contract,

C) employment-related misrepresentation,

D) breach of the Equality Act 2010,

E) violation of or non-compliance with legislation regulating working hours,

F) failure to employ or promote,

G) demotion,

H) discipline,

I) deprivation of a career opportunity,

J) failure to grant tenure,

K) failure to adopt adequate workplace or employment policies and procedures,

L) retaliatory treatment of whistleblowers and others,

M) negligent evaluation,

N) employment-related invasion of privacy,

- O) employment-related breach of data protection legislation,
- P) employment-related libel, slander, humiliation and defamation,
- Q) failure to furnish job references or accurate job references,
- R) employment-related infliction of mental anguish or emotional distress.

## 11 Injury

### Sections 1 and 3 (Part A)

bodily injury, death, disease or illness

### Sections 2 and 3 (Part B)

bodily injury, mental injury, death, disease or illness

## 12 Intellectual Property Rights

Any patent, trade mark, copyright, registered design, technical or commercial information or other intellectual property.

## 13 North America

The United States of America or Canada or any other territory within the jurisdiction of either such country.

## 14 Offshore

Embarkation onto a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance onto land upon return from such offshore rig or platform.

## 15 Person Employed

Any of the following while under the direct control and supervision of the Policyholder and while working for the Policyholder in connection with the Business:

- A) Employee
- B) labour master and persons supplied by them
- C) individuals employed by labour only sub-contractors
- D) self-employed person (not being in partnership with the Policyholder)
- E) individual hired to or borrowed by the Policyholder
- F) individual undertaking study or work experience while under the supervision of the Policyholder,
- G) person working under the Community Offender Act 1978 or similar legislation,
- H) prospective employees being assessed by the Policyholder as to their suitability for employment,
- I) voluntary worker helper or instructor.

## 16 Person Entitled to Indemnity

- A) the Policyholder,
- B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder,
- C) at the request of the Policyholder the Company will also indemnify the following within the terms and conditions of the Policy:
  - i) any principal,
  - ii) any officials or council members of the Policyholder,
  - iii) any Person Employed,

against legal liability in respect of which the Policyholder would have been entitled to indemnity under this Section of the Policy if the claim had been made against the Policyholder,

- iv) the officers, committees and members of the Policyholder's canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided,
- v) any officials or council members of the Policyholder or Employee in respect of private work undertaken by any Person Employed for such officials, council members or Employee with the prior consent of the Policyholder,

each of whom shall as though the Policyholder be subject to the terms of this Section of the Policy so far as they can apply.

## 17 Policyholder's Contribution

The amount or amounts specified in the Schedule which the Policyholder agrees to pay in respect of damages costs and expenses.

## 18 Property

Material property but shall not include Data.

## 19 Sudden Pollution or Contamination Incident

Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in its entirety at a specific moment in time and place in Great Britain, Northern Ireland and the Channel Islands or the Isle of Man during the Period of Insurance.

Provided that all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place.

## 20 Terrorism

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

## 21 Vehicle

Any mechanically propelled vehicle (including any machinery or apparatus which is attached thereto).

## 22 Vendor

Any person or organisation who undertakes in the normal course of their business to distribute or sell the Policyholder's product.

# Fidelity Insurance

**THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE**

**This is a loss discovered Policy wording. No cover exists for any loss first discovered before the Period of Insurance or after the end of the Period of Insurance unless and to the extent that a Discovery Period applies.**

## The Insurance Provided

The Company shall indemnify the Insured for:

- 1 Employee Fraud**  
loss of Money, Securities or Property owned or leased by the Insured directly resulting from a Fraudulent Act,
- 2 Third Party Computer Fraud**  
loss of Money, Securities or Property owned or leased by the Insured directly resulting from Third Party Computer Fraud,
- 3 Third Party Funds Transfer Fraud**  
loss directly resulting from Third Party Funds Transfer Fraud,
- 4 Forgery of Cheques and other Financial Instruments**  
loss directly resulting from Forgery by a Third Party of any Financial Instrument,
- 5 Counterfeit Paper Currency**  
loss directly resulting from the acceptance in good faith of any Counterfeit money orders or current paper currency,
- 6 Corporate Card Fraud**  
loss directly resulting from the fraudulent use by a Third Party of any Corporate Card,
- 7 Telecommunications Fraud**  
charges for which the Insured is legally liable, directly resulting from the fraudulent and unauthorised access and use by a Third Party of a Telecommunications System provided that:
  - A) the Company shall not be liable for any loss or part of a loss occurring more than 30 days prior to the date of Discovery and
  - B) the maximum liability of the Company for Any One Claim under this insuring clause shall not exceed £50,000, such amount being part of and not in addition to the Limit of Indemnity,
- 8 Public Utilities Fraud**  
charges for which the Insured is legally liable, directly resulting from the theft or abstraction by a Third Party of Public Utilities provided that:
  - A) the Company shall not be liable for any loss or part of a loss occurring more than 90 days prior to the date of Discovery and
  - B) the maximum liability of the Company for Any One Claim under this insuring clause shall not exceed £50,000, such amount being part of and not in addition to the Limit of Indemnity,

first Discovered during the Period of Insurance.

## Conditions

- 1 Notice and Proof of Claims**
  - A) In order for claims to be accepted under this Policy, the Policyholder must give written notice of a loss as soon as reasonably possible after it is Discovered and in no event later than 60 days after Discovery to the Company at:  
  
The Claims Department, Professional and Financial Risks,  
St Mark's Court, Chart Way,  
Horsham,  
West Sussex,  
RH12 1XL  
  
marked for the attention of the Professional and Financial Risks Claims Manager.  
  
Notice will be effective on the day of receipt by the Company.  
  
Failure to comply with this condition will result in the claim being rejected.
  - B) Within 6 months after Discovery of any such loss, the Policyholder shall at their own expense (except as otherwise provided for by this section of the Policy) provide to the Company, at the address set out above, proof of loss with full particulars including all relevant information in their possession in relation to the loss and such further information as may be required by the Company.
- 2 Cancellation of cover in respect of any Employee**  
All cover shall be cancelled in respect of any Employee from the time a partner, Member, departmental director or senior manager of the Insured (not acting In Collusion with the Employee) first becomes aware of facts which would cause a reasonable person to believe that any act of fraud or dishonesty has been or is likely to be committed by such Employee, irrespective of whether such act occurred before or after the commencement of employment with the Insured.
- 3 Acquisition, Merger or Winding-up of the Policyholder**  
Unless otherwise agreed in writing by the Company and the Insured, this section of the Policy shall terminate for all Insured upon:
  - A) the acquisition of the entire issued share capital of the Policyholder, or of all or substantially all of its assets by another entity or the merger or consolidation of the Policyholder into or with another entity such that the Policyholder is not the surviving entity or
  - B) the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of the directors of the Policyholder or
  - C) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, administrator, supervisor, trustee or other similar insolvency appointee or fiduciary to the Policyholder.  
Following termination the Insured may continue to notify loss first Discovered during the latter of the Discovery Period noted in the Schedule or the Period of Insurance provided that:
  - i) cover shall only apply to loss or that part of a loss occurring prior to the event described in A), B) or C) above and
  - ii) cover for that Insured is not replaced by a similar policy of insurance issued by the Company or by another insurer, irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

**4 Disposal or Winding-up of Subsidiaries**

Unless agreed in writing by the Company and the Insured, this section of the Policy shall terminate for a Subsidiary:

- A) upon the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, administrator, supervisor, trustee or other similar insolvency appointee or fiduciary, or
- B) upon falling outside the definition of Subsidiary.

Following termination, such Insured may continue to notify loss first Discovered during the latter of the Discovery Period noted in the Schedule or the Period of Insurance provided that:

- i) cover shall only apply to loss or that part of a loss occurring prior to the event described in A) or B) above and
- ii) cover for that Insured is not replaced by a similar policy of insurance issued by the Company or by another insurer, irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

**5 Limit of Indemnity**

The liability of the Company shall not exceed the Limit of Indemnity.

If Any One Claim under this section of the Policy falls to be covered by more than one insuring clause, the maximum liability of the Company shall not exceed the Any One Claim Limit of Indemnity.

Any applicable Discovery period shall not increase or reinstate the Limit of Indemnity, which shall be the maximum liability of the Company for the Period of Insurance and Discovery Period combined.

The Contribution does not form part of the Limit of Indemnity and it shall be payable by the Insured before the application of the Limit of Indemnity.

**6 Termination of Prior Policies**

The commencement of cover under this section of the Policy shall terminate, if not already terminated, all previous liability of the Company to the Insured under any prior policies including liability arising by reason of any discovery period stated in such policies.

**7 Single Insured**

This section of the Policy is a single contract of insurance irrespective of the number of Insureds covered.

Where there is more than one Insured:

- A) the Policyholder shall act on behalf of all Insureds with respect to:
  - i) the giving of and receiving of notice of Discovery of loss,
  - ii) the payment of premiums and the receiving of any return premiums that may become due under this section of the Policy,
  - iii) the negotiation, agreement to and payment of claims,
  - iv) the negotiation agreement to and acceptance of Clauses and
  - v) the giving or receiving of any notice provided for in this section of the Policy,

and the Insureds agree that the Policyholder shall so act on their behalf.

- B) all amounts payable under this section of the Policy shall be made to the Policyholder.

The Company shall not be liable for the application or distribution of such amounts between Insureds and shall be released from all liability in respect of such payment by virtue of its payment to the Policyholder.

- C) Discovery made by one Insured shall constitute Discovery made by every Insured,
- D) the Company's liability for loss sustained by any or all Insureds shall not exceed the amount for which the Company would have been liable had all such loss been suffered by any one Insured.
- E) the Limit of Indemnity does not apply separately for each Insured.
- F) the Company shall not be liable for loss sustained by one Insured to the advantage of any other Insured.

**8 Acquisitions Prior to the Period of Insurance**

If a Subsidiary has been acquired by the Insured prior to the Period of Insurance, such Subsidiary shall only be covered under this section of the Policy in relation to loss occurring after the date on which such Subsidiary was acquired by the Insured unless agreed in writing by the Company.

**9 Partial Invalidity**

Should any provision of this section of the Policy be or become invalid or unenforceable pursuant to the law to which this section of the Policy is subject, such provision shall be deemed to be deleted and all other terms and conditions of this section of the Policy shall remain in full force and effect.

**10 Alteration and Assignment**

No change in modification of or assignment of interest under this section of the Policy shall be effective unless agreed in writing by the Company.

**11 Termination of Employment**

Upon termination of employment of any Employee, the Insured shall take all reasonable precautions to prevent fraud or dishonesty by that Employee which may give rise to a claim under this Policy.

**12 Recoveries**

All recoveries made by either the Insured or the Company shall be allocated after deducting the reasonable costs of recovery as follows:

- A) firstly, to the benefit of the Insured to reduce or extinguish the amount of the loss to the extent that it would have been paid under this section of the Policy but for the fact that such loss exceeds the Limit of Indemnity together with any Contribution where applicable,
- B) secondly, to the benefit of the Company for all sums paid in settlement of loss arising under this section of the Policy and
- C) thirdly, to the benefit of the Insured for the amount of the Contribution under this section of the Policy.

All recoveries made prior to or after settlement of any claim under this section of the Policy shall be held for the benefit of the Company and applied as stated above.



**13 Other Insurances**

If at the time any claim arises under this section of the Policy there is any other insurance, indemnity or guarantee covering the same loss, the Company shall not be liable except to the extent of any excess beyond the amount payable, under such other insurance, indemnity or guarantee had this section of the Policy not been effected.

**14 Valuation**

The Company shall not be liable for more than:

- A) the actual market value of Securities, at the close of business on the business day immediately preceding the day on which the loss was discovered or the actual cost of replacing Securities, whichever is less,
- B) the cost of blank material such as blank pages, tapes or other materials, plus the cost of labour and computer time for the actual transcription or copying of Data, which shall have been furnished by the Insured in order to reinstate such electronic Data,
- C) the value of foreign currency calculated in pounds sterling at the rate of exchange published as The Financial Times closing mid point rate on the date of Discovery,
- D) the actual cash value of Property at the time of loss or the actual cost of repairing or replacing the Property with property of similar quality or value, whichever is less.

**15 Minimum Standards of Control - Condition Precedent**

It is a condition precedent to any liability of the Company that the following Minimum Standards of Control shall apply Auditors The accounts of the Policyholder including all subsidiary companies shall be examined by external auditors every twelve months

Cheque Signing A) all manually prepared cheques or other bank instruments drawn for more than £10,000 shall require two manually applied signatures to be added after the amount has been inserted no cheque or instrument shall be signed until one signatory has examined the supporting documentation

B) in the case of computer or machine prepared cheques or other bank instruments the supporting documentation shall be examined and authorised before the requisition for the cheque or instrument is input All such cheques or instruments drawn for an amount in excess of £10,000 shall require one manually applied signature added after the cheque or instrument is prepared The Policyholder's bankers shall be advised of the above requirements as to signatures

Payroll In respect of Employees not paid by crossed cheque or credit transfer the cast of the payroll will be subject to an independent check before payment to ensure that the total amount drawn is correct

Stocktaking There will be a physical check on all stock and materials held against verified stock records independent of Employees responsible at intervals of not more than 12 months except where otherwise stated herein

Ordering Goods Different Employees acting independently shall be responsible for the ordering of stock and materials the recording of receipt of such and the authorising of payment for them

Statements of Account Statements of account for all amounts due will be issued at least monthly and direct to customers independently of Employees receiving or collecting monies

Action by management shall be taken if an account becomes three months overdue

**Extensions**

Subject to all of the terms and conditions of this section of the Policy, cover is extended to include the following:

**1 Care, Custody and Control**

Where a loss which is covered under any insuring clause of this section of the Policy includes a direct loss of Money, Securities or Property:

- A) held for others while in the care, custody and control of the Insured or
- B) for which the Insured is legally liable,

such Money, Securities or Property shall be included in the cover provided by this section of the Policy. Such amount shall be part of and not in addition to the Limit of Indemnity.

**2 Expenses**

The cover provided under this section of the Policy shall include the following costs and expenses incurred with the prior written consent of the Company:

- A) Auditors' Fees,
- B) Computer Clean-up Costs,
- C) Defence Costs and
- D) Public Relations Consultancy Fees.

The maximum payable by the Company under this Extension shall not exceed 10% of the Any One Claim Limit of Indemnity stated in the Schedule or £250,000 whichever is the lesser. Such amount shall be payable in addition to the Limit of Indemnity.

**3 Acquisitions**

- A) If during the Period of Insurance the Insured acquires or creates any new Subsidiary, either directly or through one or more of its Subsidiaries, cover shall apply provided that the new Subsidiary:
  - i) has no more than 20% of the total number of Employees previously declared by or on behalf of all the Insured and
  - ii) does not undertake activities which vary materially from those previously declared to the Company and
  - iii) has not in the preceding 3 years suffered any loss of a type covered by this section of the Policy (whether insured or not and before the application of any retention, contribution, deductible or excess) greater than 25% of the amount of the Contribution and
  - iv) adheres to controls and procedures which are as effective as those most recently advised to the Company by the Insured creating or acquiring such Subsidiary.
- B) If the new Subsidiary acquired or created falls outside the conditions stated above, the Company shall provide cover for a period of 30 days, during which time the Policyholder shall provide any additional information and pay any additional premium and carry any increased Contribution as may be reasonably required by the Company.
- C) Cover provided in relation to any new Subsidiary shall only apply with respect to any loss which occurs after the date of their creation or acquisition unless agreed in writing by the Company.



**4 Discovery Period**

Following expiry or earlier termination of this section of the Policy for any Insured, the Insured may continue to notify loss first Discovered during the Discovery period noted in the Schedule provided that:

- A) cover shall only apply to loss or that part of a loss occurring prior to the expiry of the Period of Insurance or earlier termination and
- B) cover for that Insured is not replaced by a similar policy of insurance issued by the Company or by another insurer, irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

Any loss first Discovered during the period provided under this Extension shall be deemed to have been Discovered during the immediately preceding Period of Insurance.

**5 Loss of Interest**

The cover provided under this section of the Policy shall include the amount of any interest that would have been receivable by the Insured but for a loss covered by this Policy, provided that the liability of the Company for such interest shall be limited to simple interest on the principal amount of any Money (for which it can be proved that interest would have been received), calculated at the London Inter Bank Offered Rate, as published in the Financial Times, on the date of Discovery of loss.

The maximum amount payable under this Extension shall not exceed 15% of the Any One Claim Limit of Indemnity stated in the Schedule. Such amount being part of and not in addition to the Limit of Indemnity stated therein.

**6 Computer Violation**

The cover provided under this section of the Policy shall include Computer Clean-up Costs directly resulting from a Computer Violation committed by an Employee. Such amount being part of and not in addition to the Limit of Indemnity stated therein.

**7 Contractual Penalties**

The cover provided under this section of the Policy shall include the amount for which the Insured is contractually required to pay (excluding damages for breach of contract) as a result of a loss covered by this section of the Policy, provided that such amount shall not exceed 15% of the Any One Claim Limit of Indemnity stated in the Schedule. Such amount being part of and not in addition to the Limit of Indemnity stated therein.

**8 Benefit Plans**

The definition of Subsidiary under this section of the Policy shall include any Benefit Plan declared to the Company prior to the commencement of the Period of Insurance or as acquired or created during the Period of Insurance under the terms of the Acquisitions Extension.

For the purposes of this Extension the definition of Employee shall include any natural person who acts as a trustee of any Benefit Plan.

**Exclusions**

The Company shall not be liable for:

**1 Taxes, Penalties, Fines and Damages**

any taxes, penalties, fines or damages except for direct compensatory damages or contractual penalties as specifically covered under this section of the Policy.

**2 Indirect Loss**

any loss which amounts to indirect loss of any kind including but not limited to payment of costs, fees or other expenses except as specifically covered under this section of the Policy.

**3 Profits Dividends or other Income or Interest**

profits, dividends or other income or interest except as specifically covered under this section of the Policy.

**4 Insured's Contribution**

the Contribution stated in the Schedule.

**5 Confidential Information**

any loss of and/or damage to proprietary information, confidential processing methods, trade secrets, intellectual property or other confidential information of any kind.

**6 Discovery Outside the Period of Insurance**

any loss first Discovered:

- A) prior to the commencement of the Period of Insurance or
- B) after the expiry of the Period of Insurance unless provided by the Discovery Period Extension.

**7 Retroactive Date**

any loss or part of loss sustained prior to the Retroactive Date stated in the Schedule.

**8 Profit and Loss Computation and Inventory Comparison**

any loss which is dependent solely upon:

- A) a profit and loss comparison or
- B) a comparison of inventory records with an actual physical count,

provided that where the Insured establishes wholly, apart from such comparison, that it has sustained a loss covered under this section of the Policy by an identifiable Employee, then it may offer its profit and loss comparison or comparison of inventory records with an actual physical count in support of the amount of loss claimed.

**9 Major Shareholders**

a Fraudulent Act committed by:

- A) an Employee controlling more than 5% of the voting share capital of any Insured at the time of committing such act or
- B) any equity partner or Member of the Insured,

whether acting alone or In Collusion with another Employee or with other persons.

**10 Contractual Liability**

any loss resulting from an agreement by the Insured whereby the amount of their liability exceeds the amount of the liability which would have attached to the Insured in the absence of such an agreement, except as specifically covered under this section of the Policy.

**11 Geographical Limits**

any Fraudulent Act committed by an Employee normally resident outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**12 Terrorism**

any loss arising directly or indirectly out of Terrorism.

## Definitions

### 1 Any One Claim

All loss as specifically covered under this section of the Policy directly or indirectly resulting from an act or number of acts of one or more persons acting alone or In Collusion.

### 2 Auditors Fees

Independent professional auditor's fees necessarily incurred by the Insured to substantiate the amount of a loss covered by this section of the Policy.

### 3 Benefit Plan

Any pension or benefit plan established by the Insured for the benefit of its past and present Employees.

### 4 Clause

An alteration to the terms of this section of the Policy agreed in writing.

### 5 Computer Clean-up Costs

The reasonable costs stated in 1 and 2 below following the fraudulent use of computer hardware, software or Computer System which are the subject of a loss covered by this section of the Policy.

- 1 Rewriting or amending the software, programs or systems where such rewriting or amending is necessary to correct the programs systems or the security codes.
- 2 Duplicating destroyed or damaged electronic data or computer programs from other electronic data or computer programs, which shall have been furnished by the Insured and in the event that destroyed or damaged computer programs cannot be duplicated from other computer programs, the cost incurred for computer time, computer programmers, consultants or other technical specialists, as is reasonably necessary to restore the computer programs to substantially the previous level of operational capability, but shall not include costs arising:
  - A) as a result of the reconstitution of Data recorded on magnetic or optical media, if there are no analysis files specifications or backups of software or Data held outside the Insured's premises, or
  - B) as a result of the reconstitution of Data, if the Insured knowingly uses illegal copies of programs:
    - i) to render the information usable by replacement processing equipment, or
    - ii) to design, update or improve the software or programs or to perfect their operation or performance, or
  - C) as a result of an alteration in Data held on magnetic media due to the effect of magnetic fields, their incorrect use or the obsolescence of the Computer System.

### 6 Computer System

A computer or network with its input, output, processing, storage and communication facilities and shall include off-site media libraries.

### 7 Computer Violation

An intentional, unauthorised and malicious:

- 1 entry of Data into a Computer System, or

- 2 change to data elements or software which is kept in machine readable format, or

- 3 introduction of instructions, programmatic or otherwise, which propagate themselves through a Computer System.

### 8 Contribution

The first part of Any One Claim borne by the Insured.

### 9 Corporate Card

Any corporate, credit, debit or charge card issued to an Employee, equity partner or Member of the Insured for Business purposes, other than such cards issued by the Insured.

### 10 Corporate Card Fraud

The fraudulent use of any Corporate Card provided that:

- 1 the Insured has complied fully with the provisions, conditions or other terms under which the card was issued and
- 2 the Insured is legally liable for such loss.

### 11 Counterfeit

An imitation of an original which is intended for fraudulent purposes to cause a reasonable person familiar with the appearance of the original to believe that the imitation is the original.

### 12 Data

Information contained in a manuscript, record, account, microfilm, tape or other record, whether or not contained in a Computer System.

### 13 Defence Costs

Reasonable legal fees, costs and expenses incurred by the Insured, in defence of any claim resulting from the refusal to pay any Financial Instrument in which refusal it is alleged that such instrument is forged or fraudulently altered and in which proceedings are brought against the Insured to enforce payment of any such instrument.

### 14 Discovered or Discovery

When a council member, official, partner, Member, departmental director or senior manager of the Insured (not acting In Collusion with an Employee) first becomes aware of facts which would cause a reasonable person to believe that a loss has been or is likely to be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of such loss may not then be known. Discovery also occurs when a person named above receives notice of an actual or potential claim alleging facts that if true, would constitute a loss covered by this section of the Policy.

### 15 Employee

A natural person:

- 1 whilst employed under a contract of service or apprenticeship with the Insured (other than members of the board of directors or equivalent management board of the Insured) in the ordinary course of its business whether temporary, permanent, full-time, part-time or seasonal,
- 2 who personally performs duties or services under the control and direction of the Insured in the ordinary course of its business who is:
  - A) a student, secondee or on a work experience or training placement,
  - B) working exclusively for the Insured and for no other party, under a contract for services as a consultant having previously been employed by the Insured,

C) provided to the Insured by an agency on a permanent or temporary basis,

D) engaged by the Insured to develop a Computer System or computer programs,

3 who is a member of the council or equivalent management board, other than equity partners or Members of the Insured.

4 who is employed by an organisation to whom the Insured Outsource any administrative function, other than where such person is or acts on behalf of any external auditor, accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee or other similar agent or representative, unless specifically agreed by the Company,

5 who falls into any of the categories 1 to 4 above and whom the Insured is unable to identify by name, but whose acts have caused a loss, provided that the evidence submitted proves beyond reasonable doubt that the loss was due to the act of such person and

6 who falls into any of the categories 1 to 4 above for the first 60 days following termination of service.

An Employee of any Insured is considered to be an Employee of every Insured.

## 16 Financial Instrument

Any cheque, draft promissory note or similar written promise, order or direction to pay a sum certain in money made, or drawn by, or drawn upon, the Insured or made by one acting as agent of the Insured on the Insured's behalf or purporting to have been so made or drawn.

## 17 Forgery

A counterfeit, reproduction or alteration of an original, or the signing by hand of another natural person's signature with the intent to deceive, but does not mean the signing of one's own name with or without authority, in any capacity for any purpose. Mechanically or electronically produced or reproduced signatures shall be treated as hand-written signatures.

## 18 Fraudulent Act

An act of fraud or dishonesty committed by an Employee with the clear intent of obtaining an improper personal financial gain for themselves or for any other person or organisation intended to receive such gain. For the purposes of this definition, "improper personal financial gain" shall not include salary, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other emoluments or benefits earned in the normal course of employment.

## 19 In Collusion

Two or more persons who are connected, involved, acting or implicated together or materially assist each other.

## 20 Insured

The Policyholder set out in the Schedule and all of its Subsidiaries, declared to the Company, prior to the commencement of the Period of Insurance, or as acquired or created during the Period of Insurance under the terms of the Acquisitions Extension.

## 21 Limit of Indemnity

The maximum liability of the Company for Any One Claim, provided always that if an aggregate limit is shown in the Schedule, the amount shown shall be the maximum liability of the Company for all claims (other than that detailed in the Expenses

Extension) under this section of the Policy during the Period of Insurance and under the terms of the Discovery Period Extension.

## 22 Member

A member of a Limited Liability Partnership.

## 23 Money

- 1 currency, coins and bank notes in current use and bullion.
- 2 travellers cheques, postage stamps, luncheon vouchers, consumer redemption vouchers, gift tokens, trading stamps, phone cards, VAT stamps, petrol cards, all in current use and unused credits in franking machines.
- 3 monetary balances held at a financial institution to the credit of the Insured.

## 24 Outsource

The retention and authorisation by the Insured of a person or organisation to perform an administrative function on behalf of the Insured provided that:

- 1 such function is performed under a written contract, and
- 2 the Insured retain the right to audit the performance of such function, and
- 3 the Insured can demonstrate that they have vetted the person or organisation for competency, financial stability and honesty prior to the retention and authorisation by the Insured of such person or organisation to perform such function.

## 25 Policyholder

The organisation set out in the Schedule. Where there is only one Insured, a reference to the Policyholder shall be deemed a reference to the Insured and where there is more than one Policyholder, the Policyholder shall be the first named Insured in the Schedule.

## 26 Property

Tangible property, other than Money or Securities.

## 27 Public Relations Consultancy Fees

Fees necessarily incurred by the Insured to employ the services of an external public relations consultant, solely to provide advice to minimise adverse publicity following Discovery of a loss covered by this section of the Policy.

## 28 Public Utilities

Electricity, gas and water services.

## 29 Securities

Negotiable and non-negotiable instruments representing either Money or Property, but does not include Money.

## 30 Subsidiary

Any company in which the Policyholder:

- 1 holds directly or indirectly more than 50% of the voting rights, or
- 2 has the right to appoint or remove a majority of the board of directors, or
- 3 holds more than half of the issued share capital,

and where the Policyholder is a partnership, a company shall be a Subsidiary of the partnership where such holding or right is held for the benefit of the partnership.

**31 Telecommunications System**

A land line telephone system that is:

- 1 owned or leased by the Insured and
- 2 on the premises of the Insured and
- 3 protected by a feature to prevent access to the system following a maximum of three unsuccessful attempts being made to use an access code, PIN, password or other similar code which is changed at regular intervals.

**32 Terrorism**

An act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of, Her Majesty's government in the United Kingdom or any other government de jure or de facto.

**33 Third Party**

Any person other than:

- 1 an Employee, equity partner, Member or official of the Insured,
- 2 any person who is, or acts on behalf of the Insured as any external auditor, accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee or other similar agent or representative, or
- 3 any person who provides a service pursuant to and under a contract with the Insured.

**34 Third Party Computer Fraud**

The unlawful taking of Money, Securities or Property due to any fraudulent or dishonest manipulation by a Third Party of the Insured's computer hardware, software, programmes or Computer System.

Third Party Computer Fraud does not include:

- 1 the use of any computer to fraudulently cause a transfer of funds belonging to the Insured or for which the Insured is responsible from an account maintained by the Insured at a financial institution or
- 2 charges for which the Insured is legally liable directly resulting from the fraudulent and unauthorised access and use of a Telecommunications System.

**35 Third Party Funds Transfer Fraud**

The loss of the funds from an account maintained by the Insured at a financial institution (from which the Insured or their authorised representatives may request the transfer payment or delivery of funds) following fraudulent, electronic, telegraphic, cable, facsimile, teletype, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from the Insured, but which are fraudulently transmitted or issued by a Third Party are a forgery or fraudulently altered by a Third Party.

# Personal Accident Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE.

## The Insurance Provided

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement the Company will pay to the Policyholder the appropriate Benefit shown in the Schedule subject to the Maximum Incident Limit (and inner limits where applicable) as detailed below.

## Maximum Incident Limit

The maximum amount the Company will pay under this section of the Policy and any other policy of Personal Accident Insurance issued by the Company in the Policyholder's name in respect of all losses and in respect of all Insured Persons arising out of one and the same Incident shall not exceed the Maximum Incident Limit of £5,000,000 subject to the following inner limits:

1	Aircraft Accumulation	
	A) Multi-engined aircraft	£2,500,000
	B) Any other aircraft or airship	£1,000,000
2	Terrorism (other than Nuclear, Chemical or Biological Cause)	£2,500,000
3	Limit per Person	
	In connection with any Accident the maximum payable for any one Insured Person including any amount payable under the Extensions to this section will be:	
	A) under Benefits 1 to 4	£500,000
	B) under Benefit 5	£1,000
	C) under Benefit 6	£400
	D) under Benefit 7	£10,000

The duration of any one Incident shall be limited to 72 consecutive hours and no loss which occurs outside this period shall be included in that Incident.

## Benefits

- 1 Death.
- 2 Loss of two or more Limbs or Loss of both Eyes or one of each.
- 3
  - A) Loss of one Limb or Loss of one Eye
  - B) Permanent total loss of speech
  - C) Permanent total loss of hearing:
    - i) in both ears
    - ii) in one ear 30% of Benefit 3C)i).
- 4 Permanent Total Disablement from the Insured Person's usual occupation in the Business.
- 5 Temporary Total Disablement from the Insured Person's usual occupation in the Business.

- 6 Temporary Partial Disablement from at least 50% of the Insured Person's usual occupation in the Business.
- 7 Accident Medical Expenses necessarily incurred in the treatment of the Insured Person.

## Payment Period for Benefits 5 and 6

Benefits 5 and 6 are payable per week for a maximum of 104 weeks in all not necessarily consecutive.

## Disablement Benefits 2 to 6 Operative Time

The Operative Time shown in the Schedule shall have the meanings as shown in the Definitions of Operative Times.

## Conditions

- 1 Application of Benefits
  - A) The Company will not pay in respect of any one Insured Person in connection with the same Accident:
    - i) more than one of Benefits 1 to 4 and then,
    - ii) not more than the Limit per Person in respect of any claim payable under any of Benefits 1 to 7 and the Extensions to the Personal Accident Section.
  - B) Any Disablement under Benefits 2 to 4 of this Policy must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay the Benefit.
  - C) The Company will pay any amount claimed for Benefits 5 or 6 in addition to any amount claimed under Benefits 1 to 4 in connection with the same Accident.
  - D) Where Benefits 5 and 6, or Benefits 5 or 6 are claimed the amount payable per week will not exceed:
    - i) under Benefit 5 1/52nd of the Insured Person's Annual Salary; and
    - ii) under Benefit 6 40% of 1/52nd of the Insured Person's Annual Salary,regardless of the level of cover purchased.
  - E)
    - i) If Benefit 1 is not included for an Insured Person the Company will not pay for Loss of Limb or Eye or speech or hearing until at least thirteen weeks after the date of the Accident and the Company will only then pay if the Insured Person has not in the meantime died as a result of the Accident.
    - ii) If Benefit 1 is included but the amount payable thereunder is less than the amount for Loss of Limb or Eye or speech or hearing the Company will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the Accident and the Company will only then pay the balance if the Insured Person has not died in the meantime as a result of the Accident.
- 2 Assignment
  - The Company will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this Policy.

### 3 Disappearance

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

### 4 Evidence Required

In connection with any claim:

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

### 5 Exposure

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

### 6 Minors

If the Insured Person is under the age of 16, or aged 16 or 17 and is not one of the Insured's Employees:

- A) The amount for Benefit 1 will be limited to £10,000,
- B) Benefit 4 shall read Permanent Total Disablement from gainful employment of any and every kind,
- C) No amount will be payable under Benefit 5 or 6.

### 7 Non-Employees

If the Insured Person is not an Employee of the Policyholder Benefit 4 shall read Permanent Total Disablement from any gainful employment for which the Insured Person is fitted by way of training, education or experience.

## Extensions

The following extensions shall be payable in addition to any benefit paid under the Personal Accident Benefits 1 to 7 of the section of this Policy, subject to the Maximum Incident limit (and inner limits where applicable) as detailed in this section of the Policy.

#### 1 Coma Benefit

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within 90 days is the sole and independent cause of the Insured Person being in a continuous unconscious state, the Company will pay £50 per full 24 hours up to a maximum of 52 weeks for any one Insured Person while they remain in a continuous unconscious state.

#### 2 Disability Assistance

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2, 3 or 4 is paid, the Company will pay necessary expenses incurred

with the Company's prior written consent to make alterations to the Insured Person's home, car or usual place of work as a direct and necessary result of the Disablement suffered up to a maximum of £5,000.

### 3 Funeral Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death, the Company will pay the necessary costs incurred with the Company's prior written consent for funeral expenses up to a maximum of £10,000 for any one Insured Person subject to this not being included in any Claim under the Medical Expenses Repatriation and Emergency Travel Expenses Insurance Section of the Travel Insurance.

### 4 Hospitalisation

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person being admitted to Hospital on the recommendation of a Medical Practitioner, the Company will pay £50 per full 24 hours up to a maximum of 52 weeks for any one Insured Person while they are a Hospital in-patient.

### 5 Retraining

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering Permanent Total Disablement from the Insured Person's usual occupation in the Business for which the benefit is paid, the Company will pay reasonable expenses incurred in retraining the Insured Person for an alternative occupation with the Policyholder up to a maximum of £5,000.

## Exclusions

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

- 1 the Insured Person committing or attempting to commit suicide or as a result of self-inflicted injury;
- 2
  - A) illness or disease (not resulting from bodily injury following an Accident),
  - B) any naturally occurring condition or degenerative process,
  - C) any gradually operating process, or
  - D) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident);
- 3 radioactive contamination (not resulting from bodily injury following an Accident);
- 4 the Insured Person engaging in flying of any kind other than as a passenger;
- 5 War in Britain or the Insured Person's normal country of residence;
- 6 War or Terrorism occasioned by any Nuclear, Chemical or Biological Cause.

The Company will not pay any claim after the expiry of the Period Of Insurance in which the Insured Person attains the age of 80 years.



## Personal Accident Insurance Definitions

### 1 Accident

A sudden unexpected unforeseen and identifiable incident.

### 2 Aircraft Accumulation

All Insured Persons travelling in any aircraft or airship.

### 3 Annual Salary

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

### 4 Assault

While the Insured Person is engaged upon duties incidental to the Business and as a direct result of assault other than by the explosion of any bomb or explosive device. Cover will also apply where the assault is a direct consequence of the Insured Person's employment with the Policyholder.

### 5 Britain

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

### 6 Child

Any person who is:

- A) unmarried and dependent; and
- B) under 18 years of age or under 25 years of age if in full-time education.

### 7 Deferment Period

The period of time at the commencement of a period of Temporary Total Disablement or Temporary Partial Disablement when no benefit is payable.

### 8 Council Member

A currently serving elected member of the local council.

### 9 Disablement

Benefits 2 to 6.

### 10 Employee

Any person under a contract of service or apprenticeship with the Policyholder excluding any Councillor.

### 11 Hospital

Any institution which meets fully every one of the following criteria:

- A) maintains permanent and full time facilities for the care of overnight resident patients; and
- B) has diagnostic and therapeutic facilities for the surgical and medical diagnosis, treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners; and
- C) continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications; and

D) is not other than incidentally an institution which provides full time facilities for:

- i) mentally ill or mentally handicapped persons,
- ii) nursing or convalescing,
- iii) persons aged 70 years or more,
- iv) drug addicts,
- v) alcoholics.

### 12 Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place.

### 13 Insured Person

Any person or category of persons as detailed in the Schedule.

### 14 Loss of Eye

Permanent and total loss of sight which will be considered as having occurred:

- A) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist,
- B) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet).

### 15 Loss of Limb

- A) in the case of a leg: loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg,
- B) in the case of an arm: loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand.

### 16 Medical Expenses

The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a Medical Practitioner and all Hospital, nursing home and ambulance charges.

### 17 Medical Practitioner

Any legally qualified medical practitioner other than:

- A) an Insured Person,
- B) a member of the immediate family of an Insured Person,
- C) an Employee of the Policyholder.

### 18 Nuclear, Chemical or Biological Cause

Use of any nuclear weapon or device or the deliberate emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent or Biological Agent.

Biological Agent shall mean any pathogenic micro-organism or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins.

## 19 Operative Times

The Operative Time as shown in the Schedule shall mean:

### 24 Hour Cover

At any time,

or

### Occupational Accidents Only

- A) while engaged on the Insured Person's occupation in the Business or
- B) as a result of Assault or
- C) at any time while travelling on the Business of the Policyholder.

Insurance operates from the departure of the Insured Person from their residence or normal place of Business (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey excluding Commuting,

or

### Occupational Accidents and Commuting Cover

- A) While engaged on the Insured Person's occupation in the Business or
- B) as a result of Assault or
- C) at any time while travelling on the Business of the Policyholder
- D) while in the course of daily travel between residence (normal or temporary) and place of Business (normal or temporary).

Insurance operates from the departure of the Insured Person from their residence or normal place of Business (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey including Commuting.

## 20 Payment Period

The maximum amount of weeks in all for which Benefit 5 Temporary Total Disablement and Benefit 6 Temporary Partial Disablement are payable after the expiry of the Deferment Period, but not necessarily consecutive.

## 21 Period of Disablement

The number of weeks (not necessarily consecutive) Benefit 5 Temporary Total Disablement and Benefit 6 Temporary Partial Disablement are payable as a result of one Accident occurrence.

## 22 Terrorism

Any act including but not limited to the use of force or violence or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear.

## 23 United Kingdom

England, Scotland, Wales and Northern Ireland.

## 24 War

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

# Travel Insurance

**THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE.**

## Assistance Services supporting this Policy

This RSA policy is supported by a fully integrated, multilingual, inhouse medical and security assistance third party specialist, Healix International.

Healix Security are third party service providers approved by RSA.

The advice and assistance provided by Healix can be accessed as follows:

Telephone: +44 (0) 20 8763 3155  
E-mail: [rsa@healix.com](mailto:rsa@healix.com)

The services can be accessed 24 hours a day 365 days a year.

For your protection telephone calls may be recorded or monitored.

A full description of their services supporting this Policy, both insured and uninsured, are as follows:

Healix can quote for uninsured services on a direct basis, please email [gsoc@healix.com](mailto:gsoc@healix.com) quoting RSA21JP for a quotation.

## Travel and Medical Assistance from Healix

Healix employs a multilingual team of highly skilled and experienced professionals who provide travel and medical assistance services required by today's traveller.

We have customised the services Healix provide to protect the health of all travellers insured under this Policy.

When a traveller falls ill or suffers an accident whilst overseas or requires travel or medical-related help, Healix's dedicated in-house teams of doctors, nurses and case managers are on hand 24/7.

Their highly experienced specialists provide travellers with the highest quality of advice, support and assistance and an immediate response including emergency evacuation and repatriation.

## Healix Pre Travel Advice

Even before the Insured Journey commences Healix can help with the following advice on:

- customs regulations,
- currency limits and rules,
- banking procedures and hours,
- health matters and inoculation requirements,
- visa requirements and procedures.

For no additional cost, Healix can also provide basic information on remote or undeveloped locations including:

- details of the nearest regional referral centre,
- details of the medical facilities in the nearest city,
- generic advice on where it is most likely that a seriously ill or injured Insured Person would be evacuated to (except where an

agent fee is incurred and then information is available at the cost of that fee),

- details of nearest air ambulance provider.

Where more complex location specific information is required, this can be provided at a cost and terms to be agreed between Healix and the Insured.

## Healix Medical Assistance

The Insured or an Insured Person can obtain immediate assistance by telephoning Healix. The 24/7 operations centre has:

- in house doctors and nursing staff,
- a network of doctors and nurses throughout the world,
- multilingual assistance case managers,
- specialist travel agencies for immediate repatriation arrangements in the event of a medical problem.

## Healix Travellers Helpline

As well as medical assistance the Healix Travellers Helpline will provide the following assistance:

- advice on replacement of lost or stolen tickets passport or travel documents,
- assistance in liaison with carrier on location of lost luggage items,
- uninsured motoring assistance if the Insured Person's vehicle breaks down on the way to the airport in the UK,
- uninsured domestic assistance for the duration of the Insured Journey - Healix will call out a tradesman to attend to an emergency at home but repairs and services necessary are payable by the Insured Person (with the exception of the cover provided under the Loss of Keys Special Extension to the Baggage Insurance Section). This service only applies where the Insured Person's home is in the UK.
- emergency message relay to family.

## Identity Theft Helpline

Over the phone preventative advice, to help an Insured Person safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

To make a claim contact the RSA claims team.

## Essential Information Storage

To enable an Insured Person to securely store important text based information from documents such as passports, driving licence, travel and debit/credit card details and retrieve these details from a secure website in the event of the loss of these documents whilst travelling.

To subscribe to this service please go to [www.myessentialinfo.com](http://www.myessentialinfo.com)

## Travel and Security Assistance from Healix

Healix Security is a specialist global risk consultancy and crisis management company, providing advice and solutions that enable our Policyholders to manage and mitigate their business risks.

Recognised for their specialist expertise, innovative intelligence led approach and track record, their services and solutions deliver security improvements to business operations worldwide.

Healix's security team offer a range of services to meet the spectrum of travel and personal security challenges, ensuring every Insured Person is well prepared, has 24/7 access to security advice when travelling and an emergency response capability in the event of a crisis.

### Healix Travel Health & Security Advice Web Portal

The Healix Travel Health & Security Advice web portal, provides travellers with an online resource, giving up-to-date travel information on the countries they are visiting, including a comprehensive coronavirus advisory section.

This online portal is a central point of reference with detailed country dossiers covering a variety of topics, with medical and security risk ratings and summaries, country alerts, healthcare overviews, travel

tips, vaccination requirements, medical briefings and much more.

To access this service please register at: <https://traveloracle.healix.com/RSA>

- 1 Complete the registration form to create an account
- 2 Enter policy number RSA1531522
- 3 Click "Register"

If you encounter any difficulties registering, please email [gsoc@healix.com](mailto:gsoc@healix.com) for support.

### Healix Emergency Security Assistance

In support of the following Insurance Sections of this Policy

- Evacuation Insurance Section
- Hijack Kidnap and Detention Insurance Section
- Personal Security Specialist Expenses Insurance Section Assistance and support is given to our policyholders through
- In house expert crisis management and response consultants
- In house security analysts
- A global network of response teams and security professionals
- In country assistance and deployable resources in support and response to any emergency situation
- Specialist agencies for immediate repatriation in the event of a non-medical emergency, natural disaster, terrorist attack or life threatening situations.
- Dedicated hijack kidnap and detention teams
- A variety of in house specialist security service resources

Our Policyholders can also benefit from a suite of risk management services from Healix, quotes can be obtained direct for provision of the following:

- Employee traveller tracking
- Close protection and armed security provision
- Crisis management and incident response planning workshops
- Ground support and protective services
- Threat and risk assessments
- Site and project audits

- Embedded analysis & event monitoring
- Security training
- Crisis management
- Travel risk policy
- Counter-terrorism services
- Evacuation planning
- Investigations
- Risk reduction planning
- Medical Emergency Response Plans (MERP)
- Employee medical screening
- Medical consultancy

If this is of interest, please email [gsoc@healix.com](mailto:gsoc@healix.com) quoting RSA21JP for a quotation.

#### RSA Business Travel Assistance App

The Travel Assistance app, powered by Healix, is an essential risk reference tool for a global workforce, providing instant access to information on the countries they are travelling to.

The App provides:

- Direct line to 24/7/365 RSA assistance line
- Configurable travel alerts for your locations of interest
- Country risk profile information & risk ratings
- Travel health safety & vaccination advice
- Interactive risk map
- Mayday alert emergency contact with real time tracking (when activated by the user)
- Secure storage of personal documentation and medical records to the phone
- Integrated traveller risk awareness e-learning course
- Medical briefings and world reports, written by medical experts documenting information about diseases and outbreaks from around the world

You can download the RSA Business Travel Assistance App from:



## Travel Insurance Definitions

### 1 Accident

A sudden unexpected unforeseen and identifiable incident.

### 2 Baggage

Personal effects, business equipment and trade samples belonging to or in the custody or control of or for which the Insured Person is responsible at the time of the loss.

### 3 Britain

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

### 4 Detention

Unlawful prevention of an Insured Person from returning to Britain or country of residence.

### 5 Council Member

A currently serving elected member of the local council.

### 6 Employee

Any person under a contract of service or apprenticeship with the Policyholder excluding any Council Member

### 7 Hospital

Any institution which meets fully every one of the following criteria:

- A) maintains permanent and full time facilities for the care of overnight resident patients; and
- B) has diagnostic and therapeutic facilities for the surgical and medical diagnosis, treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners; and
- C) continuously provides 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications; and
- D) is not other than incidentally an institution which provides full time facilities for:
  - i) mentally ill or mentally handicapped persons,
  - ii) nursing or convalescing,
  - iii) aged persons of 70 years or more,
  - iv) drug addicts,
  - v) alcoholics.

### 8 Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place.

### 9 Insured Journey

As detailed in the Schedule.

### 10 Insured Person

Any person or category of persons as detailed in the Schedule.

### 11 Medical Expenses

The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a Medical Practitioner and all Hospital nursing home and ambulance charges.

### 12 Medical Practitioner

Any legally qualified medical practitioner other than:

- A) an Insured Person,
- B) a member of the immediate family of an Insured Person,
- C) a Council member, official or Employee of the Policyholder.

### 13 Money and Credit Cards

Coins, bank and currency notes, cheques, postal and money orders, travellers cheques, travel tickets and petrol and other coupons which have current monetary value and any credit, charge, cheque, bankers or cash card issued in Britain or country of residence to the Policyholder or the Insured Person provided that such Money and Credit Cards had been obtained for travel, accommodation, meals and personal spending during the Insured Journey and belonged to or was in the custody and control of or for which the Insured Person was responsible for at the time of the loss.

### 14 Nuclear Chemical or Biological Cause

Use of any nuclear weapon or device or the deliberate emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent or Biological Agent.

Biological Agent shall mean any pathogenic micro-organism or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins.

### 15 Spouse

The legally married spouse of an Insured Person or any other person who is not a Child who the Policyholder consents to be covered by this Policy.

### 16 Terrorism

Any act including but not limited to the use of force or violence or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### 17 United Kingdom

England, Scotland, Wales and Northern Ireland.

### 18 War

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

Travel Insurance Definition  
of Operative Times

External Journey

Any journey undertaken by the Insured Person on the Business of the Policyholder (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel from the Insured Person's normal country of residence.

Travel from the Channel Islands and the Isle of Man to any destination will be regarded as an External Journey involving travel from the Insured Person's country of residence.

The duration of an External Journey shall not exceed 12 months duration unless otherwise agreed in writing with the Company.

Insurance operates from the departure of the Insured Person from the Insured Person's residence or place of Business in their normal country of residence (whichever occurs first) until arrival back at such residence or place of Business (whichever occurs last) at the end of the journey.

Internal Journey

Any journey undertaken by the Insured Person on the Business of the Policyholder (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel within the Insured Person's normal country of residence but only if the journey requires the Insured Person to obtain overnight accommodation away from their normal residence or involves flying as a passenger where the flight has been booked before commencing the journey. Insurance operates from the departure of the Insured Person from the Insured Person's residence or place of Business in their normal country of residence (whichever occurs first) until arrival back at such residence or place of Business (whichever occurs last) at the end of the journey.

Conditions

1 Evidence Required

In connection with any claim:

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

2 Assignment

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



## General Exclusions

The Company will not pay any claim:

- 1 which is directly or indirectly as a result of or contributed to by War in the Insured Person's normal country of residence.
- 2 after the expiry of the Period of Insurance in which the Insured Person attains the age of 80 years.

## Section 1 - Baggage Insurance

### The Cover

If during an Insured Journey an Insured Person's Baggage is lost, damaged, stolen or destroyed the Company will indemnify the Policyholder on behalf of the Insured Person concerned for the cost of repair or replacement.

### The Company will pay

the cost of replacement as new (or at the Company's option will replace as new) except for items that can be economically repaired (including clothing) where the cost of repair will be paid up to £2,000 per Insured Person less any amount recoverable from the transport provider.

### Special Extensions applying to this Section

#### Delayed Baggage

In the event of the Insured Person's Baggage being lost for more than 4 hours the Company will reimburse the Policyholder on behalf of the Insured Person concerned up to £750 towards the cost of purchasing emergency replacement clothing, toilet requisites and similar items.

#### Loss of Keys

If during an Insured Journey the keys to the external doors, safes or alarms of the Insured Person's home are lost, damaged, stolen or destroyed the Company will indemnify the Policyholder on behalf of the Insured Person concerned for the replacement of the lock mechanisms up to £500.

#### Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover.

### Exclusions to this Section

The Company will not pay:

- 1 more than £1,000 or 25% of the appropriate Sum Insured whichever is the greater in respect of any one item pair or set;
- 2 for loss or damage, theft or destruction of Money and Credit Cards, bonds, negotiable instruments or securities of any kind;
- 3 for loss or damage or destruction caused by:
  - A) wear and tear, depreciation, moth, vermin, atmospheric or climatic conditions or any other gradually operating cause,
  - B) any process of cleaning, dyeing, repairing or restoring,
  - C) delay, confiscation or detention by order of any Government or Public Authority;
- 4 for mechanical or electrical breakdown or derangement;
- 5 for loss, damage, theft or destruction of trade samples exceeding £1,000 in total or where insured under a more specific insurance or
- 6 for any Baggage that is lost, damaged, stolen or destroyed while being shipped as freight or under a bill of lading.

## Section 2 - Cancellation Curtailment Replacement and Change of Itinerary Insurance

### The Cover

If after the date on which the insurance was accepted the Insured Person is forced to cancel, or if, after departure, the Insured Person is forced to cut short, replace an Insured Person on an Insured Journey or change the itinerary of the Insured Journey as a direct and necessary result of the:

- 1 bodily injury following an Accident to, or illness or death of, the Insured Person, a relative, close friend or business colleague or any person with whom the Insured Person intends to travel, stay or transact business during the Insured Journey,
- 2 Insured Person or any person with whom the Insured Person intends to travel, stay or transact business on the Insured Journey being placed in quarantine, being summoned for jury service, being called as a witness in a court of law or being hijacked,
- 3 Insured Person being declared redundant within the terms of the Employment Protection Act or any subsequent employment legislation,
- 4 Insured Person's home being rendered uninhabitable following accidental damage,
- 5 Insured Person being required by the Police to remain at home or to return home following theft at the Insured Person's home or place of business,
- 6 ship or aircraft on which the Insured Person intends to travel on the Insured Journey being delayed by at least 24 hours as a direct result of strike, industrial action, adverse weather or mechanical breakdown of the ship or aircraft concerned,
- 7 Insured Person being pregnant or giving birth but then only if necessitated by:
  - i) bodily injury following an Accident or
  - ii) pregnancy related illness or complications requiring emergency treatment.

We will reimburse the Insured Person concerned:

- A) in the case of cancellation for all deposits, advance payments and other charges for transport and accommodation which have been paid or will be payable and become forfeit under contract,
- B) in the case of replacement of an Insured Person on an Insured Journey for the additional cost of transport necessarily incurred to replace the Insured Person on the Insured Journey up to a maximum of £10,000 in respect of any one claim,
- C) in the case of curtailment or change of itinerary:
  - i) for all deposits, advance payments and other charges for transport and accommodation which have been paid or will be payable and become forfeit under contract (proportionately following curtailment),
  - ii) for the additional cost of travel and accommodation necessarily incurred to return the Insured Person to the United Kingdom or to enable the Insured Person to continue the Insured Journey,  
  
less any amount recoverable elsewhere.

The Company will pay

Up to £2,000 per Insured Person subject to a maximum of £250,000 in respect of all losses arising from either the same Incident or arising in any one Period of Insurance

### Claims Settlement Conditions applying to this Section

In connection with any claim for cancellation following a delay of 24 hours or more, then the Insured must produce evidence from the carriers or their agents:

- i) that the Insured Person checked in as required by the itinerary supplied to you or the Insured Person,
- ii) that the delay lasted for the specified time,
- iii) of the reason for the delay.

### Exclusions to this Section

The Company will not pay:

- 1 any claim for cancellation following delay of a ship or aircraft if:
  - A) the Insured Person fails to check in according to the itinerary supplied, unless such failure was itself due to strike, industrial action or adverse weather,
  - B) the delay is due to the withdrawal from service temporarily or permanently of any ship or aircraft on the orders or recommendation of any Port Authority or Civil Aviation Authority or any similar body in any country.
- 2 any claim involving a person who is travelling, or intending to travel:
  - A) against the advice of a Medical Practitioner,
  - B) after having received a terminal prognosis from a Medical Practitioner,
  - C) for the purpose of obtaining medical treatment.
- 3 any claim arising from:
  - A) riot, civil commotion, martial law, political or labour disturbances, act of Terrorism or industrial action or strikes which existed, or of which warning has been given, on or before the date on which this insurance was accepted,
  - B) redundancy notified to the Insured Person, or of which warning has been given, on or before the date on which this insurance was accepted,
  - C) bodily injury following an Accident, illness or death caused by or contributed to by any Insured Person:
    - i) having taken a drug unless it was taken on proper medical advice and not for the treatment of drug addiction,
    - ii) committing or attempting to commit suicide,
  - D) the Insured Person being pregnant or giving birth other than as provided under cover 7.
- 4 any claim for loss of deposits and advance payments where such costs form part of a timeshare or similar agreement.

## Section 3 - Hijack Kidnap and Detention Insurance

### The Cover

If in the course of an Insured Journey the means of transport in which the Insured Person is travelling is hijacked or the Insured Person is kidnapped or illegally detained in the country visited, the Company will compensate the Policyholder on behalf of the Insured Person concerned as detailed below:

### The Company will pay

in respect of each Insured Person:

- A) £300 for each day or part of a day during which the Insured Person is detained by the hijackers or kidnappers or is illegally detained,
- B) the additional cost of travel and accommodation necessarily incurred as a direct result of the Insured Person being hijacked, kidnapped or illegally detained,
- C) for expenses necessarily incurred in the engagement of the Company's security service provider,
- D) for expenses necessarily incurred in the engagement of independent advisers including security, public relations, legal and medical advisers with the knowledge and agreement of the Company,

up to a maximum of £50,000 per Insured Person and £250,000 any one Period of Insurance.

### Exclusions to this Section

The Company will not pay in respect of any claim as a result of:

- 1 any fraudulent or dishonest or criminal act of the Policyholder or the Insured Person,
- 2 expenses incurred under C) above without the prior consent and agreement of the Company's security services provider Healix Security,
- 3 expenses incurred under D) above without the prior consent and agreement of the Company,
- 4 any claim handled by Healix Security where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Policyholder,
- 5 expenses incurred under D) above which are more specifically insured under the Medical Expenses Repatriation and Emergency Travel Expenses Insurance Section.

## Section 4 - Personal Security Specialist Expenses Insurance

### The Cover

If during an Insured Journey an Insured Person becomes involved in a Life-threatening Situation the Company will reimburse the Policyholder in respect of the costs necessarily incurred to employ the services of the Company's security services provider Healix Security in extricating the Insured Person from such Life-threatening Situation.

### The Company will pay

up to the appropriate Up to £10,000 per Insured Person and subject to a maximum of £100,000 for all losses in any one Period of Insurance.

### Special Definition applying to this Section

#### Life-threatening Situation

Any situation or event occurring on an Insured Journey where the Company's security services provider Healix Security agree that the Insured Person's life is potentially in danger.

### Special Conditions applying to this Section

- A) Healix Security must be informed immediately or as soon as reasonably possible of any situation or event that may give rise to a claim.
- B) The Policyholder and Insured Person must provide Healix Security with all information in a timely manner and must not make or attempt to make arrangements without the reasonable involvement and/or agreement of Healix Security.
- C) Any extrication must be organised by Healix Security who will use the most appropriate method including, if necessary, the attendance of a security specialist to accompany an Insured Person if required.

### Exclusions to this Section

The Company will not pay in respect of any claim as a result of:

- 1 the Life-threatening Situation being directly due to circumstances within the control of the Policyholder or the Insured Person,
- 2 any fraudulent dishonest or criminal act of the Policyholder or the Insured Person,
- 3 circumstances more specifically insured under the Hijack Kidnap and Detention Insurance Section or Cancellation Curtailment Replacement and Change of Itinerary Insurance Section of this Policy,
- 4 any claim handled by Healix Security where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Policyholder.

## Section 5 - Medical Expenses Repatriation and Emergency Travel Expenses Insurance

### The Cover

If during an Insured Journey an Insured Person falls ill or sustains bodily injury following an Accident the Company will indemnify the Policyholder in respect of Medical Expenses, Repatriation and Emergency Travel Expenses which are necessarily incurred as a direct result.

### The Company will pay

up to the appropriate £5,000,000 per Insured Person for all Medical Expenses, Repatriation and Emergency Travel Expenses incurred in respect of any one Insured Person.

### Special Definitions applying to this Section

#### 1 Medical Expenses

The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a Medical Practitioner and all Hospital, nursing home and ambulance charges:

- A) incurred on an External Journey and within two years of the date that the need for treatment first arises,
- B) incurred within Britain or the Insured Person's country of residence on return from an External Journey for an amount not exceeding £25,000 per Insured Person and incurred within three months of the Insured Person's return to Britain or normal country of residence.

Dental and optical expenses are included only if necessitated by bodily injury following an Accident or incurred for emergency treatment.

Pregnancy or childbirth expenses are included but only if necessitated by:

- A) bodily injury following an Accident or
- B) incurred for pregnancy related illness or complications requiring emergency treatment.

#### 2 Repatriation

The necessary cost of transporting the Insured Person's body or ashes and the Insured Person's Baggage to their normal country of residence.

#### 3 Emergency Travel Expenses

The additional costs incurred on an Insured Journey (less any saving by or recovery available to the Insured Person concerned) of travel, accommodation, rescue and Repatriation incurred upon the recommendation of Healix in respect of the Insured Person or of any business colleague relative or friend (up to a maximum of two persons) who have necessarily to travel to or remain with or escort the Insured Person.

#### 4 Funeral Expenses

If during the course of an Insured Journey the Insured Person dies the Company will pay up to a maximum of £10,000 for the necessary cost incurred with the Company's prior consent for funeral expenses.

#### 5 Hospitalisation Benefit

If during the course of an Insured Journey the Insured Person is admitted to a Hospital on the recommendation of a Medical Practitioner the Company will pay £25 per full 24 hours up to a maximum of 52 weeks while the Insured Person is a Hospital in-patient outside Britain.

### Exclusions to this Section

#### The Company will not pay

- 1 for any Medical Expenses incurred in Britain or the country where the Insured Person is normally resident (other than as provided under Special Definition Medical Expenses B) above),
- 2 as a result of the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury,
- 3 as a result of the Insured Person engaging in flying of any kind other than as a passenger,
- 4 if the Insured Person has taken a drug unless it was taken on proper medical advice or instruction and not for treatment of drug addiction,
- 5 any claim if the Insured Person is travelling against medical advice given by a Medical Practitioner or for the purpose of obtaining treatment,
- 6 any claim handled by Healix where it is subsequently found that the person receiving treatment or incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Policyholder,
- 7 War or Terrorism occasioned by any Nuclear, Chemical or Biological Cause.



## Section 6 - Money and Credit Cards Insurance

### The Cover

The Company will reimburse the Policyholder on behalf of the Insured Person concerned if during:

- A) an Insured Journey or the 120 hours immediately preceding its commencement or subsequent to its completion an Insured Person loses Money,
- B) an Insured Journey an Insured Person suffers financial loss solely as a result of a Credit Card being stolen or lost and subsequently used by any person other than the Insured Person or a member of the Insured Person's family.

### The Company will pay

Up to £1,000 per Insured Person

### Special Conditions applying to this Section

#### Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover.

### Exclusions to this Section

#### The Company will not pay

- 1 for losses exceeding £1,000 or the Sum Insured as detailed in the Schedule whichever is lesser in respect of coin, bank and currency notes,
- 2 for shortages or loss due to error, omissions, depreciation in value or confiscation or detention by customs or other lawful officials or authorities,
- 3 any claim for loss of a Credit Card unless the Policyholder or the Insured Person has complied with all the terms and conditions under which the card was issued where reasonably able to do so.

## Section 7 - Personal Liability Insurance

### The Cover

The Company will indemnify the Policyholder on behalf of the Insured Person in respect of legal liability for damages arising from accidental:

- A) Injury to any person
  - or
  - B) loss of or damage to material property
- happening during an Insured Journey.

### The Company will pay

- A) up to £5,000,000 for damages in respect of any one Event; and
- B) claimant's costs and expenses for which the Insured Person is legally liable in connection with the Event giving rise to the claim; and
- C) all other costs and expenses incurred with the written consent of the Company.

### Special Definitions applying to this Section

#### 1 Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

#### 2 Injury

Bodily injury, mental injury, death, disease or illness.

#### 3 Insured Person

The Insured Person detailed in the Schedule or the Insured Person's personal representatives.

### Claims Settlement Conditions applying to this Section

#### 1 Admission of Liability

No admission, offer, promise, payment or indemnity may be made or given by or on behalf of the Policyholder or the Insured Person without the written agreement of the Company.

#### 2 Final Settlement

The Company may at any time pay the Insured Person the amount for which a claim can be settled up to a limit of £5,000,000 (less any sums already paid as damages). The Company will then be under no further liability in respect thereof other than for costs and expenses incurred prior to the Company making such a payment.

#### 3 Notification

As a condition precedent to the Policyholder's right to be indemnified under this Policy the Policyholder shall give to the Company immediate written notice with full particulars of any claim or occurrence which may give rise to a claim.

Every letter, claim form, writ, summons and process must be forwarded to the Company immediately.

The Policyholder shall notify the Company immediately upon becoming aware of any prosecution, inquest or inquiry in connection with any occurrence which may give rise to a claim.

#### 4 Subrogation Rights

The Company shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the Insured Person for the Company's own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim.

### Exclusions to this Section

The indemnity will not apply to legal liability:

#### 1 arising out of:

- A) the Insured Person's profession, trade or business,
- B) the ownership, possession or use by or on behalf of the Insured Person of any caravan, mechanically propelled vehicle, aircraft or other aerial device, hovercraft or water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters),
- C) War.

#### 2 in respect of loss of or damage to any property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured Person. This Exclusion shall not apply to loss or damage to premises including their fixtures and fittings leased or rented to the Insured Person where such legal liability has not been accepted by agreement.

The Company will pay

Up to £5,000,000 any one Event

## Section 8 - Travel Delay Insurance

### The Cover

If the departure of the scheduled aircraft, ship, train, or coach on which an Insured Person is booked to travel on to reach their planned destination at the beginning, during or at the end of an Insured Journey and such means of transport is delayed due to strike, industrial action, adverse weather conditions or mechanical breakdown the Company will compensate the Policyholder for the inconvenience caused subject to the Incident Limit as detailed in the Schedule.

### The Company will pay

£50 for each consecutive 4 hours up to a maximum of £500 in respect of any one Insured Person.

### Exclusions to this Section

#### The Company will not pay if

- 1 the delay is due to strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked,
- 2 the delay is due to the withdrawal from service temporarily or permanently of any aircraft, ship, train or coach on the orders or recommendations of any Port Authority or the Civil Aviation Authority or any similar body in any country,
- 3 the Insured Person has received any compensation from the airline concerned in respect of over booking of seats.

## Section 9 - Travel Document Insurance

### The Cover

If during an Insured Journey the Insured Person loses or damages their passport, visa, travel tickets or other essential travel documents the Company will reimburse the Policyholder for the necessary additional cost of travel and accommodation and other costs necessarily incurred to enable the Insured Person to obtain replacements.

### The Company will pay

up to £1,000 any one Insured Person.

### Exclusions to this Section

### The Company will not pay

If the loss has not been reported to the consular representative of the relevant issuing country within 24 hours of discovery.

# Legal Expenses Insurance

## THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

This is a 'claims made' insurance.

This insurance covers claims or circumstances notified to the Company during the Period of Insurance.

## The Insurance Provided

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

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

subject to the Limits of Indemnity as detailed below

## Limits of Indemnity

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

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

in respect of:

## Insured Incident 1 – Employment

- 1 the defence of any Legal Proceedings, brought in an employment tribunal, arising from a dispute with an Employee, ex-Employee or prospective Employee relating to:
  - A) their contract of employment with the Policyholder,
  - B) actual or alleged breaches of their statutory rights under employment legislation.
- 2 the pursuit of any Legal Proceedings to recover possession of Premises which are owned by the Policyholder but occupied by an Employee or ex-Employee,

provided that:

- 1 the Policyholder has sought and followed advice from Our Legal Consultants before materially changing or attempting to change the particulars of an Employee's contract of employment or dismissing an Employee (whether or not by reason of redundancy),
- 2 the Policyholder agrees to the appointment of the legal personal representative in accordance with Claims Settlement Condition 7a).

## Insured Incident 2 – Prosecution Defence

the defence of any Legal Proceedings arising from:

- 1 any actual or alleged act or omission by the Policyholder relating to an appeal against the service of an improvement, prohibition or suspension notice under the:

- A) Health and Safety at Work etc Act 1974 or the Health and Safety (Northern Ireland) Order 1978,
  - B) Food Safety Act 1990,
  - C) Consumer Protection Act 1987.
- 2 civil action taken against the Policyholder for:
    - A) wrongful arrest in respect of an accusation of theft,
    - B) any activities as a trustee of a pension fund set up for the benefit of the Policyholder's employees,
  - 3 the Policyholder's prosecution in a court of criminal jurisdiction.

## Insured Incident 3 – Taxation

- 1 entering a response to a full enquiry by HM Revenue & Customs into a self-assessment tax return following the issue of a formal notice. This includes representation at a first tier tribunal hearing,
- 2 entering a response to an examination by HM Revenue & Customs following an Employer Compliance Review which arose from and related to an expression of dissatisfaction with the Policyholder's PAYE or National Insurance Contribution affairs,
- 3 an appeal against a written VAT decision or assessment issued by HM Revenue & Customs. This includes the local review procedure and any VAT tribunal.

## Insured Incident 4 – Property

the pursuit or defence of Legal Proceedings relating to the Policyholder's rights as the owner or occupier of land or buildings physically occupied by the Policyholder.

Provided that:

- 1 the Policyholder has suffered or could suffer a financial loss if Legal Proceedings are not pursued or defended,
- 2 the property has been disclosed to Us in writing as part of the insurance proposal and accepted by the Company.

## Insured Incident 5 – Contract Disputes

the pursuit or defence of Legal Proceedings arising from a dispute with a customer or supplier, in respect of a contract with that customer or supplier, for the sale, purchase, hire or supply of goods or services.

Provided that:

the Policyholder entered into the contract or alleged contract during the Period of Insurance.

## Insured Incident 6 – Data Protection

- 1 the defence of any Legal Proceedings brought against the Policyholder for compensation under Section 13 of the Data Protection Act 1998;  
  
provided that the Policyholder is already registered with the Data Protection Commissioner,
- 2 an appeal by the Policyholder against:
  - A) the refusal of the Policyholder's application for registration by the Data Protection Commissioner,
  - B) the refusal of an application for alteration of registered particulars by the Data Protection Commissioner,

- C) an enforcement notice,
- D) a de-registration notice,
- E) a transfer prohibition notice.

In respect of 1 and 2 above the Policyholder must agree to the appointment of the Legal Representative in accordance with Claims Settlement Condition 7a).

**Insured Incident 7 – Bodily Injury**

the pursuit of compensation following an event which causes death of or bodily injury to the Policyholder.

This section extends to cover members of the Policyholder's family who suffer bodily injury following an event that also causes bodily injury to the Policyholder.

**Insured Incident 8 – Statutory Licence**

an appeal to the relevant statutory body or court concerning a decision by a registration authority where the authority suspends, revokes, alters the terms of or refuses to renew a statutory licence:

Provided that:

- 1 no appeal was made in the twelve months prior to the inception of this section of the Policy,
- 2 the Policyholder has suffered or would suffer a pecuniary loss if Legal Proceedings are not pursued.

**Conditions**

**THE FOLLOWING CONDITIONS SPECIFICALLY APPLY IN RESPECT OF LEGAL EXPENSES INSURANCE**

**Record Keeping**

The Policyholder must take all reasonable care in keeping business books, records and accounts. Tax returns are to be submitted without undue delay and accounts and related taxation computations are to be submitted to the proper government department within the statutory period laid down at the end of the relevant period of account.

**Claims Settlement Conditions**

The following claims conditions are specific to Legal Expenses Insurance:

**1 Consent**

Our consent to pay Legal Expenses must be obtained in writing. Legal expenses incurred before such consent is given will not be covered. Any consent given will remain effective whilst the Policyholder can satisfy Us that:

- A) there are reasonable prospects of successfully pursuing or defending the Legal Proceedings,
- and
- B) it is reasonable in all the specific circumstances of the case for Legal Expenses to be provided.

In circumstances where We have chosen a representative to act on the Policyholder's behalf We will pay Legal Expenses incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Policy.

Where the Policyholder has chosen their own representative any Legal Expenses incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the Legal Proceedings and the claim is covered under all other terms and conditions of the Policy.

The decision to grant consent will take into account the advice of the Policyholder's Legal Representative as well as that of Our own advisers. We may require, at the Policyholder's expense, an opinion of counsel on the merits of the Legal Proceedings. If the claim is subsequently admitted the Policyholder's costs in obtaining such an opinion and providing such advice will be covered under this insurance.

If the Policyholder decides to commence or continue Legal Proceedings for which We have denied support under Claims Settlement Condition 1A) and is successful, We will pay Legal Expenses as if We had given Our consent in the first instance.

**2 Minimising Claims or Legal Proceedings**

The Policyholder must take all reasonable measures to minimise the risk or likelihood of claims, and the cost of Legal Proceedings.

**3 Arbitration**

Any dispute between the Policyholder and Us or the Company in respect of this section of the Policy may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement, the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or professional body within the Territorial Limits.

The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of Us or the Company, the Policyholder's costs shall not be recoverable under this Policy.

**4 Insolvency of Policyholder**

If the Policyholder is insolvent when a claim is notified to Us or becomes insolvent during the course of any Legal Proceedings, to which the Company has given support, the Company has the right to refuse to admit a claim or immediately to withdraw its support from a claim. The Policyholder shall be deemed insolvent upon the appointment of an office-holder within the meaning given by section 233 (1) or 372 (1) of the Insolvency Act 1986.

**5 Notification of Claims**

It is a condition precedent to the Company's liability that We must be notified in writing immediately the Policyholder is aware of any actual or alleged act, omission or dispute which has given or may give rise to any Legal Proceedings involving the Policyholder. If the Policyholder fails to notify Us of any actual or alleged act, omission or dispute during the Period of Insurance any claim arising from such actual or alleged act, omission or dispute will not be admitted.

Where such notification has been given, the Company agrees to treat any subsequent Legal Proceedings in respect of the circumstances notified as though the Legal Proceedings had been made or brought during the Period of Insurance.

**Special Procedure**

If a form ET1 (Originating Application) is received from an employment tribunal the Policyholder must immediately forward it to Us with form ET3 (Notice of Appearance by Respondent) which should be left blank.

In view of the 21 days' statutory time limit this must be done immediately.



## 6 Appeal Procedure

Our consent must be obtained if the Policyholder wishes to appeal against the judgment of a court. A written application must be submitted to Us at least 10 working days before the final date for lodging the appeal. The application must state the reasons for bringing the appeal. We will inform the Policyholder of Our decision.

The Policyholder must co-operate in an appeal against the judgment of a court at Our request.

## 7 Conduct of Legal Proceedings

### A) Nomination of the Legal Representative

- i) In respect of any and all claims where the Company may be liable to pay an award of compensation, We have the right to choose the Legal Representative.

- ii) In respect of all other claims covered by the Policy:

Where court papers have been issued (or received), or where there is a conflict of interest, the Policyholder is free to choose a suitably qualified Legal Representative.

Where the Policyholder has selected a Legal Representative of the Policyholder's own choice, We will only pay Legal Expenses up to the limit specified by the Standard Legal Expenses. Any Legal Expenses in excess of the Standard Legal Expenses will be the responsibility of the Policyholder.

In selecting the Legal Representative the Policyholder shall have a duty to minimise the cost of Legal Proceedings.

We may choose not to accept a representative chosen by the Policyholder. If this occurs We will explain why. If there is a disagreement over the choice of representative in these circumstances, the Policyholder may choose another suitably qualified person and submit the name of that person to Us for consideration. If We cannot agree on a representative or whether Legal Proceedings are necessary the Policyholder can take the matter to an independent arbitrator. The arbitration process is set out in Claims Settlement Condition 3.

In all circumstances except those described in 7a)ii) above, We shall choose a representative to act on the Policyholder's behalf.

If the Policyholder's choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case, We will not pay for this work to be done. We will not pay the Policyholder's choice of representative more than We would pay Our own choice of representative.

- iii) In the period before We agree that Legal Proceedings are necessary We reserve the right to seek to obtain a settlement on the Policyholder's behalf. The settlement will be subject to the Policyholder's agreement, which the Policyholder will not unreasonably refuse.

Any representative is appointed in the Policyholder's name to act for the Policyholder.

- B) All information to be given to the Legal Representative

The Legal Representative must be given all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Policyholder's possession. The Policyholder must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested. The Policyholder owes the same obligations to Us as to the Legal Representative.

- C) Access to the Legal Representative

We are entitled to obtain from the Policyholder's Legal Representative any information, document, or advice relating to a claim under this insurance, whether or not privileged. On request the Policyholder will give any instructions necessary to ensure such access.

- D) Instruction of counsel or appointment of expert witnesses

If the Legal Representative wishes to instruct counsel or appoint expert witnesses We will not unreasonably withhold Our consent. The names of counsel or the expert witnesses must be submitted to Us together with an explanation of the necessity for such action.

- E) Our right to pay the Policyholder instead of indemnifying Legal Expenses

We may elect to pay the Policyholder a reasonable sum not exceeding the realistic estimated value of any claim instead of indemnifying any Legal Expenses. Such a decision will be entirely at Our discretion and will be in full and final settlement of the Policyholder's claim.

- F) Offer of settlement

The Policyholder must inform Us in writing as soon as an offer to settle Legal Proceedings is received or a payment into court is made. The Policyholder will not unreasonably withhold consent to the Legal Representative making an offer to settle the Legal Proceedings.

The Policyholder must not enter or offer to enter into any agreement to settle without Our prior written consent. Any such agreement must take into account the Company's interest in the recovery of costs.

If the Policyholder unreasonably withholds agreement to a settlement We reserve the right to withdraw Our support.

- G) Withdrawal by the Policyholder

Where the Company has provided an indemnity for Legal Expenses and the Policyholder withdraws from the Legal Proceedings without Our agreement, the Company shall be entitled to reimbursement for all Legal Expenses paid.

- H) Payment of Legal Expenses

All bills relating to any Legal Proceedings which the Policyholder receives from the Legal Representative should be forwarded to Us without delay.

Bills must be certified by the Policyholder to the effect that the charges have been properly incurred and that We are authorised to settle on the Policyholder's behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested the Policyholder must ask the Legal Representative to submit the bill of costs for assessment or audit.

The provision of indemnity for any Legal Expenses does not imply that all Legal Expenses will be paid. If the Policyholder is in doubt We should be consulted.

The Policyholder must not, without Our written consent, enter into any agreement with the Legal Representative as to the payment of Legal Expenses.

l) Recovery of costs and expenses

The Policyholder through the Legal Representative shall be responsible for the repayment to the Company of any:

- i) award of costs in favour of the Policyholder,  
or  
ii) costs agreed to be paid to the Policyholder as part of  
any settlement.

When the total amount of Legal Expenses incurred is within the Limit of Indemnity, the Policyholder and the Company will share any Legal Expenses that are recovered according to the proportion paid.

Where the total cost of the legal action exceeds the Limit of Indemnity, the Policyholder and the Company shall have priority over any other parties with an interest in any costs recovery. The Policyholder and Company shall share such recovery according to the proportion paid, subject to the Company's right of recovery being restricted to the Limit of Indemnity

## Extensions

1 Jurv Service Allowance

The Company will indemnify the Policyholder in respect of Jury Service Allowance provided that such attendance commences during the Period of Insurance and within the Territorial Limits.

Limit of Indemnity	£150 per person per day
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## 2 Witness Attendance Allowance

The Company will indemnify the Policyholder in respect of Witness Attendance Allowance provided that such attendance commences during the Period of Insurance and within the Territorial Limits.

Limit of Indemnity	£150 per day.
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subject to a Limit of Indemnity of £10,000 in total in respect of all Events notified during any Period of Insurance.

### 3 Taxation Proceedings

Limit of Indemnity £25,000 in respect of Any One Event for Legal Expenses arising out of Taxation Proceedings.

subject to a Limit of Indemnity of £100,000 in total in respect of all Events notified during any Period of Insurance arising out of Taxation Proceedings.

#### 4 Legal Advice

The Company will provide the Policyholder with confidential advice and guidance on legal matters affecting the business. To access this service contact the Company's legal consultants on 0845 078 7543 quoting 70201.

This service is available 24 hours a day, 365 days a year. The Company accepts no responsibility for failure of this service for reasons outside of the Company's control.

## Exclusions

The Company shall not be liable for Legal Expenses in respect of:

- 1 the period before We have agreed in writing to support the Legal Proceedings,
- 2 work undertaken without our prior written agreement
- 3 the defence of any Legal Proceedings made or brought against the Policyholder arising from any actual or alleged:
  - A) death, bodily injury, disease or illness of any person,
  - B) loss, destruction or Damage to any property,
  - C) breach of any professional duty,
  - D) breach of any duty owed as an officer of any company. This does not apply where the breach or alleged breach relates to taxation disputes and cover is provided under Insured Incident 3 - Taxation.
- 4 any Legal Expenses that are in excess of the Standard Legal Expenses where the Policyholder has nominated their own representative to act as the Legal Representative.
- 5 any Legal Proceedings brought outside the Territorial Limits,
- 6 any Legal Proceedings where a reasonable estimate of the likely irrecoverable element of any Legal Expenses to be paid would exceed a realistic financial valuation of the Policyholder's claim,
- 7 any Legal Proceedings where the Policyholder is, or but for the existence of this section of the Policy would be, entitled to cover under any other insurance policy actually held or would be entitled to cover under any policy which the Policyholder is required to hold by law,
- 8 any actual or alleged act, omission or dispute occurring prior to, or existing at inception or renewal of this Policy and which the Policyholder knew (or ought reasonably to have known) was likely to give rise to Legal Proceedings,
- 9 any Legal Proceedings arising from:
  - A) the Policyholder's intentional wrongdoing or
  - B) an act or omission with reckless disregard as to its consequences.
- 10 any dispute between the Policyholder and any subsidiary, parent, associated or sister company or between shareholders, partners or any other person who is or would be entitled to indemnity at the Policyholder's request,
- 11 damages, fines or penalties of any nature incurred by the Policyholder in Legal Proceedings,
- 12 any VAT attaching to Legal Expenses incurred with Our consent which is recoverable by the Policyholder,
- 13 the defence of any Legal Proceedings arising from or relating to any actual or alleged dishonesty, fraud or malicious conduct of the Policyholder unless such proceedings are successfully defended,
- 14 the pursuit or defence of any action alleging defamation or malicious falsehood,
- 15 the pursuit or defence of any Legal Proceedings relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information.

- 16 the pursuit or defence of Legal Proceedings between the Policyholder and a central or local government authority concerning the imposition of statutory charges except where an appeal is allowed at law,
- 17 an application for judicial review,
- 18 any alternative funding arrangement or insurance or costs which are only payable where a successful outcome to a legal action is achieved,
- 19 the defence of any Legal Proceedings arising from or relating to seepage, pollution or contamination of any kind,
- 20 any Legal Proceedings arising directly or indirectly from:
  - A) equipment failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all,
  - B) computer viruses, including any program or software which prevents any operating system, computer program or software working properly or at all.

This does not apply to any claim relating to compensation for bodily injury.

- 21 any Legal Proceedings directly or indirectly caused by, contributed to, or arising from:
  - A) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## Additional Exclusions Specific to Insured Incidents 1 to 8

### Exclusions Specific to Insured Incident 1 - Employment

The Company will not pay Legal Expenses arising from or relating to:

- 1 any benefit due under a contract of employment,
- 2 any payment made in respect of redundancy,
- 3 the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Equal Pay Act 1970,
- 4 any claim where the Policyholder does not appoint the Legal Representative in accordance with Claims Settlement Condition 7a),
- 5 any dispute that arises within three months of the inception of the Policy,
- 6 a dispute within the first six months of the Policy where a warning was given to an Employee six months prior to the Policy's inception,
- 7 any compensatory award made against the Policyholder relating to:
  - A) trade union activities including membership or non-membership,
  - B) pregnancy, maternity or paternity rights.

- 8 any award made because of the Policyholder's failure to provide written reasons for dismissal,
- 9 any compensatory award specified in a reinstatement or re-engagement order or made because of the Policyholder's failure to provide written reasons for a dismissal,
- 10 any awards to the extent that they relate to contractual rights accruing to the Employee, ex-employee or prospective Employee prior to the actual or alleged breach of the actual or alleged contract of employment,
- 11 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an exclusion or proviso applying to that section.

### Exclusions Specific to Insured Incident 2 – Prosecution Defence

The Company will not pay Legal Expenses:

- 1 arising from or relating to any Legal Proceedings involving the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft,
- 2 arising from or relating to any Legal Proceedings concerning to any alleged deliberate or intentional act unless charges are dismissed or the Policyholder is acquitted,
- 3 incurred in a Magistrates' Court that are in excess of what would be allowed should a full Representation Order have been granted,
- 4 incurred in the Crown Court that are in excess of any contribution required under the terms of the Representation Order,
- 5 in respect of a claim where it is alleged that the Policyholder has breached the terms and conditions of a Representation Order,
- 6 arising from or relating to a matter which is more specifically covered by another section of this Policy or would have been had it not been for an exclusion or proviso applying to that section.

### Exclusions Specific to Insured Incident 3 – Taxation

The Company will not pay Legal Expenses arising from or relating to:

- 1 any claim where a Tax Avoidance Scheme has been used by the Policyholder,
- 2 an enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or any investigation or enquiry by the Investigations Division of HM Revenue & Customs, HM Revenue & Customs Internal Governance or Criminal Investigations,
- 3 any investigation or inspection by HM Revenue & Customs that commenced prior to the inception of this Policy,
- 4 any work in connection with the normal reconciliation of the annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or investigation arising,
- 5 the Policyholder's actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent to deceive is shown the Company shall be entitled to recover such indemnity as it has actually provided,

- 6 any issue of law, practice, or procedure not directly connected with the particular investigation, dispute or Legal Proceedings which are the subject of an indemnity under this section of the Policy,
- 7 any enquiry born out of an enquiry into earlier years' tax return(s) or a tax return already under enquiry,
- 8 enquiries into tax returns that were filed after the statutory filing date and where no reasonable excuse has been accepted by HM Revenue & Customs for late filing,
- 9 any criminal prosecution,
- 10 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an exclusion or proviso applying to that section.
- 11 in an investigation to Research and Development relief for Corporation Tax or where Patent Box has been used,
- 12 any claim involving an enquiry by Special Civil Investigation Office under Code of Practice 8 unless that at the culmination of such enquiry it is provided that the Insured Person is not guilty of any fraud, fraudulent intent or serious irregularities.

#### Exclusions Specific to Insured Incident 4 - Property

The Company will not pay Legal Expenses arising from or relating to:

- 1 rent payable for leasehold property,
- 2 the recovery of rent payable,
- 3 freehold title, lease, tenancy or licence disputes,
- 4 mining or other subsidence or heave,
- 5 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an Exclusion or proviso applying to that section,
- 6 a contract entered into by the Policyholder,
- 7 the construction, extension, alteration, demolition, repair, renovation or refurbishment of any property,
- 8
  - A) any dispute arising from the compulsory purchase, confiscation, nationalisation, requisition, destruction or damage to any freehold or leasehold property,
  - B) any disputes over restrictions or controls placed on any freehold or leasehold property,
  - C) any disputes arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing or other works,by or on behalf of any government, public or local authority, except in so far as the claim relates to accidental damage arising from such activities.

#### Exclusions Specific to Insured Incident 5 – Contract and Disputes

The Company will not pay Legal Expenses arising from or relating to:

an undisputed debt owed to the Policyholder:

- 1 any licence or franchise agreements,
- 2 a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled,

- 3 the letting or tenancy of property,
- 4 any computer software or hardware that has been tailored by or on behalf of a supplier or the Policyholder,
- 5 the construction, extension, alteration, demolition, repair, renovation or refurbishment of any property,
- 6 the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft.

#### Exclusions Specific to Insured Incident 6 – Data Protection

The Company will not pay Legal Expenses arising from or relating to:

- 1 any criminal prosecution,
- 2 any legal action concerning the grant and/or execution of a warrant of entry,
- 3 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an exclusion or proviso applying to that section.

#### Exclusions Specific to Insured Incident 7 - Bodily Injury

The Company will not pay Legal Expenses arising from or relating to:

- 1 any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident,
- 2 the defence of any claim,
- 3 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an Exclusion or proviso applying to that section.

#### Exclusions Specific to Insured Incident 8 – Statutory Licence

The Company will not pay Legal Expenses arising from or relating to:

- 1 an original application for a statutory licence,
- 2 the standard renewal of a licence.

#### Definitions

##### 1 Acts of Parliament

All Acts of Parliament referred to in this Policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the Territorial Limits.

##### 2 Any One Claim

All Legal Proceedings (including any appeal against judgment) arising from or relating to the same original cause, event, series of events or circumstance shall be regarded as one claim.

##### 3 Courts

A court, or other competent authority.

##### 4 Employee

Any person under a contract of service or apprenticeship with the Policyholder in connection with the Business. This includes any trainee under the Policyholder's control in connection with a government-approved training scheme.

## 5 Equipment

Computers and anything else which contains a microchip. Computers include hardware, software, data, electronic data processing equipment, microchips (including integrated circuits) and micro-controllers, and any other computing and electronic equipment linked to a computer.

## 6 Legal Expenses

Fees and Costs, Witness Attendance Allowance and in respect of:

- A – Employment                      Basic and Compensatory Awards,
  - E – Data Protection                  Data Protection Awards.
- 1 Fees  
Any fees and disbursements reasonably and properly incurred by Legal Representative, or by Us, in connection with any Legal Proceedings.
- These will not exceed costs which are reasonable and proportionate in accordance with the rules on costs such as those contained within the Civil Procedure Rules of England and Wales and rules on judicial expenses in Scotland. Where any such rules prescribe or restricts the level of costs which can be recovered from an opponent, reasonable own costs shall not exceed this amount.
- We may instruct cost experts to agree with the representative which costs are reasonable and proportionate.
- 2 Costs  
Any costs payable by the Policyholder following:
- A) an award of costs by any court;
- or
- B) an out-of-court settlement made in connection with any Legal Proceedings. The Policyholder must have obtained Our agreement to any such settlement in accordance with Legal Expenses - Claims Settlement Condition 7G).
- 3 Witness Attendance Allowance  
The actual loss of earnings incurred when the Policyholder is absent from work attending court as a:
- A) witness for the Policyholder at the request of the Legal Representative,
- or
- B) defendant,
- provided that a claim has been admitted under Insured Incidents 1–8 this Policy. The sum payable shall not exceed the amounts stated in Extension 2 Witness Attendance Allowance.
- 4 Data Protection Awards
- A) an award of compensation made against the Policyholder under Section 13 of the Data Protection Act 1998,
- or
- B) an out-of-court settlement of a claim under 4a) above to which We have given Our prior written consent.

## 7 Basic and Compensatory Awards

- A) a basic or compensatory award of compensation which the Policyholder must pay as a result of judgment in a dispute under employment legislation,

or

- B) an out-of-court settlement of a claim under 5A) above to which We have given Our prior written consent.

## 8 Jury Service Allowance

The income, salary or wages of the Policyholder or any partner in or Employee of the Policyholder in respect of that individual's obligation to attend court for jury service in so far as it is not recoverable from the relevant court. The sum payable shall not exceed the amounts shown in Extension 1 Jury Service Allowance.

## 9 Legal Proceedings

The pursuit or defence of legal or taxation disputes.

## 10 Legal Representative

A solicitor, Our Employment Advocacy Service or any appropriately qualified person approved by Us and who is appointed to act in a professional capacity for the Policyholder in the name of the Policyholder in accordance with the terms and conditions of this section of the Policy. Where the Policyholder has chosen their own representative We will only pay Legal Expenses up to the limit specified by the Standard Legal Expenses (see Legal Expenses - Claims Settlement Condition 7).

## 11 Policyholder

### 1 In respect of Insured Incidents 1–6 and 8

The person or company named as Policyholder in the Schedule and at the request of the Policyholder in respect of Insured Incidents 1 – Employment, and 2 – Prosecution, a partner or Employee of the Policyholder.

### 2 In respect of Insured Incident 7 – Bodily Injury

Any partner or Employee of the Policyholder, if requested by the Policyholder.

## 12 Standard Legal Expenses

The level of costs that would be incurred by Us in nominating the Legal Representative of Our choice.

## 13 Territorial Limits

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

## 14 We/Us/Our

A third party provider approved by Royal & Sun Alliance Insurance Ltd and stated in the Schedule.



# Officials Liability Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE.

## I. Officials Liability

### A Officials Liability Insuring Clauses

#### 1 Officials Liability Cover

The **Company** shall indemnify the **Insured Persons** against any **Loss** incurred by the **Insured Persons** arising from a **Claim** that first arises during the **Period of Insurance**,

*provided that:*

- a) such **Claim** is notified to the **Company** during the **Period of Insurance** or any applicable **Discovery Period**; and
- b) the **Town Council** has not already provided an indemnity to that **Insured Person** in respect of such **Loss**.

#### 2 Town Council Reimbursement Cover

The **Company** shall indemnify the **Town Council** against any **Loss** incurred by the **Insured Persons** arising from a **Claim** that first arises during the **Period of Insurance** if and to the extent that the **Town Council**:

- a) is legally required and permitted to indemnify the relevant **Insured Person**; and
- b) has provided an indemnity to an **Insured Person**,

in respect of such **Loss**,

*provided that:*

- i) such **Claim** is notified to the **Company** during the **Period of Insurance** or any applicable **Discovery Period**; and
- ii) the **Company** shall not be liable to indemnify the **Town Council** in respect of such **Loss** and the **Town Council** shall be liable to pay any applicable **Excess**.

### B Officials Liability Limit of Indemnity

The **Company's** liability under this **Coverage Section** shall not exceed the **Limit of Indemnity** specified in the Schedule,

*provided that;*

the amount of the **Limit of Indemnity** available under B. Officials Liability Limit of Indemnity to pay any judgements or settlements shall be inclusive of any applicable **Defence Costs** and the amount of any such **Defence Costs** shall correspondingly reduce the overall **Limit of Indemnity**.

### C Officials Liability Extensions

The following coverage Extensions shall be provided under this Section I ("Officials Liability"),

*provided that:*

- a) the terms of sub-section A. ("Officials Liability Insuring Clauses") above shall apply; and

- b) the maximum liability of the **Company** during the **Period of Insurance** under each Extension shall, unless specified in the relevant Extension, be subject to the **Limit of Indemnity** as detailed in sub-section B. ("Officials Liability Limit of Indemnity") above:

#### 1 Civil Fines and Penalties

The **Company** shall indemnify the **Insured** against any civil fine or penalty imposed upon an **Insured Person** by any regulator, disciplinary body, criminal authority, government body, government agency, official trade body or any other body that is empowered by statute to investigate the affairs of an **Insured**, as a direct result of such person acting in their capacity as an **Insured Person**,

*provided that* this Extension shall not apply if and to the extent such civil fine or penalty is uninsurable under the laws or regulations of the relevant territory.

#### 2 Compensation for Court Attendance

If any legal advisers acting on behalf of the **Insured**, with the consent of the **Company**, require any **Officials** of the **Insured** to attend any court tribunal, arbitration, adjudication, mediation or other hearing as a witness in connection with a **Claim** made against an **Insured Person** that is the subject of the cover provided under this Officials Liability insurance the **Company** shall provide compensation to the **Insured** at the rate of £250 per person for each day on which such attendance is required,

*provided that* the maximum liability of the **Company** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

#### 3 Corporate Manslaughter

the **Company** shall indemnify the **Insured** against that part of any **Loss** comprising of **Defence Costs** incurred by an **Insured Person**,

*provided that:*

- a) such **Defence Costs** are incurred in respect of corporate manslaughter and Corporate Homicide Act 2007 (or other similar or equivalent criminal offence in any jurisdiction in which the **Town Council** operates), related criminal proceedings arising from any **Wrongful Act** or **Investigation**; and
- b) such **Defence Costs** shall not include costs relating to any publicity or remedial orders imposed by any court (or similar or equivalent judicial remedial or punitive measure imposed in any jurisdiction in which the **Town Council** operates).

#### 4 Crisis Management & Regulatory Event Public Relations Costs

The **Company** shall indemnify the **Insured** against any fees, costs and **Expenses** reasonably and necessarily incurred by an **Insured Person** in employing the services of an external public relations consultant, crisis management firm or law firm for the sole purpose of providing guidance to an **Insured Person** in order to minimise or limit any adverse publicity in relation to the circumstances or events that could reasonably be considered as having the potential to give rise to a **Probable Claim** or **Investigation**,



*provided that:*

- a) the **Company** has given its prior written consent to incurring such costs and **Expenses** (such consent shall not be unreasonably denied, withheld or delayed); and
- b) the maximum liability of the **Company** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

## 5 Cyber Liability

The **Company** shall indemnify the **Insured Persons** against any **Loss** incurred by the **Insured Persons** arising from a **Claim** that first arises during the **Period of Insurance** in respect of a **Cyber Liability Event**.

In respect of this Extension the **Company** shall indemnify the **Insured** against any fees, costs and **Expenses** reasonably and necessarily incurred by an **Insured Person** in employing the services of an external public relations consultant, crisis management firm or law firm for the sole purpose of providing guidance to the **Insured Persons** in order to minimise or limit any adverse publicity in relation to a **Cyber Liability Event**,

*provided that* the **Company** has given its prior written consent to incurring such costs and **Expenses** (such consent shall not be unreasonably denied, withheld or delayed).

## 6 Employment Wrongful Acts

the **Company** shall indemnify the **Insured Persons** against any **Loss** incurred by an **Insured Person** arising from a **Claim** that first arises during the **Period of Insurance** in respect of an **Employment Wrongful Act**,

*provided that:*

- a) such **Claim** is notified to the **Company** during the **Period of Insurance** or any applicable **Discovery Period**; and
- b) the **Company** shall not be liable to indemnify the **Town Council** in respect of any applicable **Excess**.

## 7 Investigation Defence Costs

the **Company** shall indemnify the **Insured** against that part of any **Loss** which relates to **Defence Costs** incurred by an **Insured Person** in defending themselves in respect of any **Investigation** commenced by the filing of a notice of charge, formal investigative order, questionnaire or similar document,

*provided that*, the **Company** shall not be liable under this Extension for the cost of the **Insured Person's** time, or any costs, expenses, fees or overheads incurred by any **Town Council**, incurred in respect of that **Investigation**.

## 8 Kidnap & Ransom Event

the **Company** shall indemnify the **Insured** against any fees, costs and **Expenses** reasonably and necessarily incurred by the **Insured** in employing the services of an external public relations consultant, crisis management firm or law firm for the sole purpose of providing guidance to the **Insured** in order to minimise or limit any adverse publicity in relation to the circumstances or events that could reasonably be considered being a **Kidnap & Ransom Event**

*provided that:*

- a) any **Kidnap & Ransom Event** includes a request for a ransom;
- b) any **Kidnap & Ransom Event** has been notified and acknowledged by the Police (or equivalent body sanctioned by local, state, or national government to enforce laws and apprehend those who break them);
- c) the **Company** shall not be liable under this Extension in respect of any **Kidnap & Ransom Event** that occurs in Brazil, Columbia, Ecuador, Georgia, Haiti, Iran, Iraq, Israel, Lebanon, Mexico, Nigeria, Pakistan, Philippines, Russia, Somalia, Syria, Ivory Coast and Venezuela; and
- d) the maximum liability of the **Company** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

## 9 Loss of or damage to Documents

the **Company** shall pay on behalf of the **Town Council** or the **Official** all costs and expenses reasonably incurred by the **Town Council** or the **Officials** in replacing or restoring **Documents**,

*provided that:*

- a) the maximum liability of the **Company** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000; and
- b) such loss of or damage to **Documents** is first **Discovered** during the **Period of Insurance** or any applicable **Discovery Period**; and
- c) where the **Documents** are in electronic format, the **Insured** can demonstrate to the **Company's** reasonable satisfaction that sufficient and proper procedures were in place for the security and daily back-up of the **Documents**; and
- d) the **Company** shall not be liable for any costs or expenses in respect of loss of or damage to **Documents** directly based on, arising out of or in any way involving:
  - i) the transmission or impact of any **Virus**; or
  - ii) unauthorised access to a **Computer System**.

## 10 Mental Anguish or Emotional Distress

The **Company** shall indemnify the **Insured** against that part of any **Loss** which comprises **Defence Costs** incurred by an **Insured Person** in defending themselves in any **Employment Wrongful Act** related legal proceeding which arises in relation to any actual or alleged mental anguish or emotional distress suffered by any past, present or prospective employee or non-executive **Officials** of the **Town Council** as a result of that **Insured Person** acting in their capacity as an **Official**.

## 11 Pollution

The **Company** shall indemnify the **Insured Persons** against **Loss** incurred by the **Insured** in defending themselves against criminal or regulatory proceedings in respect of **Pollution** which results from a **Wrongful Act**,

*provided that* this Extension shall not apply to or in respect of any **Claim** arising in or in relation to the **USA**.

## 12 Retired and Former Officials

- a) If any **Insured Person Retires** as an **Official** of the **Town Council** prior to the expiry of the **Period of Insurance** such **Insured Person** shall be entitled to a free **Discovery Period** for a period of 72 months after the expiry of the **Period of Insurance**,

*provided that* this **Discovery Period** shall not apply where:

- i) the **Policyholder** or the **Insured** renews or replaces this **Officials Liability insurance** (whether with the **Company** or otherwise); or
  - ii) a **Discovery Period** has been activated in accordance with Policy Condition C. ("Discovery Period"), of this **Officials Liability insurance**;
- b) If any **Insured Person** ceases to be an **Official** of the **Town Council** during the **Period of Insurance** for reasons other than **Retirement** such **Insured Person** shall be entitled to a free **Discovery Period** of 180 calendar days after the expiry of the **Period of Insurance**,

*provided that* this **Discovery Period** shall not apply where:

- i) the **Insured Person** has ceased to be an **Official** of the **Town Council** as a result or consequence of:
  - A) disqualification from holding the office of an **Official**;
  - B) the acquisition, **Merger** or winding up of the **Policyholder** as detailed under Policy Condition J. Transactions Changing Coverage; or
  - C) the **Policyholder** becoming insolvent or being wound up,
- ii) the **Policyholder** or the **Insured** renews or replaces this **Officials Liability insurance** (whether with the **Company** or otherwise); or
- iii) a **Discovery Period** has been activated in accordance with Policy Condition C. ("Discovery Period") of this **Officials Liability insurance**.

## 13 Spouses

If a **Claim** against an **Insured Person** includes a **Claim** against the **Insured Person's Spouse** solely by reason of;

- a) such **Spouse's** legal status as a **Spouse** of the **Insured Person**; or
- b) such **Spouse's** ownership interest in property which the claimant seeks as recovery for **Claims** made against the **Insured Person**,

any **Loss** which such **Spouse** becomes legally obliged to pay by reason of such **Claim** shall be treated for the purposes of this **Officials Liability insurance** as **Loss** which the **Insured Person** is legally obliged to pay on account of the **Claims** made against the **Insured Person**,

*provided that:*

- i) all terms and conditions of this **Officials Liability insurance** (including, without limitation, the **Excess**) applicable to any **Loss** incurred by such **Insured Person** in the **Claim** shall also apply to such **Spousal Loss**; and
- ii) this Extension shall not apply if and to the extent that the **Claim** alleges any **Wrongful Act** or omission by the **Insured Person's Spouse**.

## II. Employment Practices Liability

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE.

### A Employment Practices Liability Insuring Clause

The **Company** shall indemnify the **Town Council** against any **Loss** incurred by the **Town Council** arising from a **Claim** that first arises during the **Period of Insurance** as a result of any **Employment Wrongful Act**,

*provided that* such **Claim** is brought against the **Town Council** by:

- 1 an **Employee** or prospective **Employee**;
- 2 a partner or prospective partner of the **Insured**;
- 3 a non-executive director or officer or prospective director, prospective non-executive director or prospective officer of any **Town Council**;
- 4 a natural person at work (whether self employed or employed by an organisation other than the **Town Council**), *provided that* such natural person is providing services to the **Town Council** on premises owned and occupied by the **Town Council**; or
- 5 where such **Claim** is in respect of an **Investigation**; Equality and Human Rights Commission (EHRC) 2010 or any other officially recognised regulatory, professional, or trade body, or any similar or equivalent body.

### B Employment Practices Limit of Indemnity

The **Company's** liability under this **Coverage Section** shall not exceed the **Limit of Indemnity**,

*provided that*;

where the **Company** is liable to indemnify more than one person, firm, company or body the total amount of indemnity payable under this **Officials Liability insurance** shall not exceed the **Limit of Indemnity**.

### C Employment Practices Liability Extensions

The following coverage Extensions shall be provided under this Section III ("Employment Practices Liability"),

*provided that*:

- a) the terms of sub-section A. ("Employment Practices Liability Insuring Clause") above shall apply; and
- b) the maximum liability of the **Company** during the **Period of Insurance** under each Extension shall, unless specified in the relevant Extension, be subject to the **Limit of Indemnity** as detailed in sub-section B. ("Employment Practices Liability Limit of Indemnity") above:

#### 1 Employment Practices Excess Waiver

No **Excess** shall apply under this **Policy** with respect to any **Claim** in connection with III. Employment Practices Liability

*provided that*;

- a) the **Town Council** has a formal written grievance procedure in place; and
- b) for any dispute which is the subject of a **Loss**, the **Town Council** is able to demonstrate they have followed the ACAS statutory Code of Practice on disciplinary and grievance procedures from the date the **Town Council's** formal written grievance procedure is first invoked.

### D Employment Practices Liability Exclusions

#### 1 Exclusions applicable to all types of Loss

The **Company** shall not be liable to indemnify the **Town Council** against any **Employment Wrongful Act** related **Loss** which arises directly or indirectly based on, arising out of or in any way involving:

##### a) USA Claims

any **Claim** arising in or in relation to the **USA**;

##### b) Pension Trustee Liability

the trusteeship or administration by an **Insured** of any pension, profit share or other employee benefit programme or an **Insured** acting in a fiduciary capacity in respect thereof including, but not limited to, any obligation incurred under the Pensions Act 1995, Pensions Act 2004 or Pensions Act 2014 or for any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (USA) or any regulations promulgated there or within any similar or equivalent law or regulation.

##### c) Strikes, Collective Redundancies, Labour Disputes

any **Claim** incurred as a result of strikes, obligations to consult representatives and employees in relation to collective redundancies, lockouts, trade union disputes, labour disputes or negotiations or other similar actions (including, but not limited to, disputes in respect of recognition); or

##### d) Violation of Health & Safety, Workers' Compensation or Similar Law

any actual or alleged violation of the responsibilities, obligations or duties imposed by any law governing health and safety, workers' compensation, unemployment insurance, social security, disability benefits or similar law,

*provided that* Exclusions D.1.(c), and D.1.(d) above shall not apply, and cover shall be provided under Clause III. A. ("Employment Practices Liability Insuring Clause") above if and to the extent that a **Claim** relates to any actual or alleged **Retaliatory** treatment of the claimant by the **Town Council** arising from the claimant's exercise of rights in accordance with any of the regulations or activities set out in Exclusion D.1.(c) above.

**2 Exclusions Applicable to all types of Loss, *other than* Defence Costs**

The **Company** shall not be liable to indemnify the **Town Council** against any **Employment Wrongful Act** related **Loss** which is directly or indirectly based on, arising out of or in any way involving:

**a) Accommodation for Disabled Persons**

any costs incurred by the **Town Council** to make any accommodation for any disabled person in respect of working practices or otherwise;

**b) Breach of Employment Contract, Breach of Minimum Wage Legislation for Benefits Due to Employees**

any liability for:

- i) payment of wages or any other form of payment due under a contract of employment or otherwise, (including, but not limited to, compensation payable in respect of contractual or statutory notice periods and contractual or statutory payments due on redundancy) or liability for awards of damages for breach of, or for the payment of a debt under, an **Employee's** contract of employment, *provided that* this Exclusion (i) shall not apply if and to the extent that any breach of an **Employee's** contract of employment relates to a breach of any disciplinary or grievance procedures or equal opportunities policy;
- ii) repayment of deductions wrongfully made from salary, wages or **Benefits** or from any other form of payment due under the contract of employment;
- iii) breach of any obligation in accordance with any minimum wage legislation, save that this Exclusion shall not apply, and cover shall be provided under Clause A. ("Employment Practices Liability Insuring Clause") above, where a **Claim** relates to any actual or alleged **Retaliation** in connection with such breach; or
- iv) payment of **Benefits** due to an **Employee** from the **Insured** or otherwise or to become due or the equivalent value of such **Benefits**,

*provided that* the Exclusions set out in (a) and (b) above shall not apply if and to the extent that **Defence Costs** form part of such **Employment Wrongful Act** related **Loss**.

# Officials Liability Insurance Exclusions

## A Exclusions applicable to all Insuring Clauses

The **Company** shall not be liable to indemnify the **Insured** against any **Loss** which arises:

### 1) Bodily Injury/Property Damage

for any bodily injury, mental anguish or emotional distress, illness, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof,

*provided that;*

- a) this Exclusion shall not apply to bodily injury in respect of that element of **Loss** for **Insured Persons** comprising **Defence Costs** otherwise covered under Claims Condition B. ("Allocation") unless and until such time as that **Insured** has been found by way of any judgment or other final adjudication to have committed such act of dishonesty or fraud; and
- b) the **Company** reserves its right to reduce liability under this Officials Liability insurance by an amount that fairly represents the extent to which the **Company's** interests have been prejudiced by the **Policyholder's** act or omission to have placed or in force valid and collectable valid and collectable Employers Liability and Third Party Liability insurance; and
- c) **Loss** has not been declined, refused, exhausted under a valid and collectable Property Damage, Employers Liability and Third Party Liability insurance;

### 2) Fraud or Dishonesty

directly or indirectly based on, arising out of, or in any way involving any act of dishonesty or fraud found by way of any judgment or other final adjudication to have been committed by any **Insured**,

*provided that* this Exclusion shall not apply in respect of that element of **Loss** comprising **Defence Costs** otherwise covered under Claims Condition B. ("Allocation") unless and until such time as that **Insured** has been found by way of any judgment or other final adjudication to have committed such act of dishonesty or fraud;

### 3) Illegal Profit or Advantage

directly or indirectly based on, arising out of, or in any way involving any **Insured** being found by way of judgment or other final adjudication to have gained any profit or advantage or to have received any remuneration to which that **Insured** was not legally entitled,

*provided that* this Exclusion shall not apply in respect of that element of **Loss** comprising **Defence Costs** otherwise covered under Claims Condition B. ("Allocation") unless and until such time as that **Insured** has been found by way of any judgment or other final adjudication to have gained any profit or advantage or to have received any remuneration to which that **Insured** was not legally entitled;

### 4) Prior Knowledge of Fact, Circumstance or Situation

directly or indirectly based on, arising out of, or in any way involving any fact, **Circumstance** or situation:

- a) which has been or should have been the subject of any written notice given under any contract of insurance of which this Officials Liability insurance is a direct or indirect renewal or replacement; or
- b) alleged in, relating to or underlying any written demand for monetary damages or other relief or any civil, criminal or administrative or regulatory proceeding (including arbitration) pending on or prior to the **Original Inception Date**;

## B Severability of Exclusions

No fact pertaining to or knowledge possessed by any **Insured** shall be imputed to any other **Insured** for the purposes of applying any of the Exclusions set out in sub-section A. ("Exclusions applicable to all Insuring Clauses") above.

# Officials Liability Policy Conditions

## A Authorisation Clause

The **Policyholder** shall act on behalf of all **Insureds** with respect to:

- a) the giving and receiving of notice of any **Claim** or **Circumstance**;
- b) the payment of premiums and the receiving of any return premiums that may become due under this Officials Liability insurance;
- c) the negotiation, agreement to and acceptance of endorsements to this Officials Liability insurance; and
- d) the giving or receiving of any notice provided for in this Officials Liability insurance except the giving of notice to apply for any **Discovery Period** which extends to include **Insured Persons**.

## B Defence Costs

**Defence Costs** incurred by the **Company**, or by the **Insured** with the written consent of the **Company** shall form part of and shall not be in addition to the applicable **Limit of Indemnity** and the payment by the **Company** of any such **Defence Costs** shall correspondingly reduce such **Limit of Indemnity**.

## C Discovery Period

- a) The **Insured Persons** or the **Company** shall be entitled to elect a **Discovery Period** on the terms set out below if:
  - i) the **Company** declines to offer any terms for renewal of this Officials Liability insurance; or
  - ii) the **Policyholder** makes a specific written request to the **Company** for such **Discovery Period**, which is accepted by the **Company**.
- b) Subject to (c) below, the terms of the **Discovery Period** shall be 12 months for fifty per cent (50%) of the **Full Annual Premium** payable in respect of this Officials Liability insurance.
- c) Options to purchase a **Discovery Period** of up to 72 months may be available but shall be at the **Company's** sole and absolute discretion.
- d) The application to elect any **Discovery Period** shall be given to the **Company** within 30 calendar days of the expiry of the **Period of Insurance**, and payment of the requisite premium, if applicable, in respect of that **Discovery Period** shall be made within 30 calendar days of the expiry of the **Period of Insurance** (such premium being non-refundable). Any time delay between the expiry of the **Period of Insurance** and the election of any **Discovery Period** shall form part of and shall not be in addition to the **Discovery Period** elected.
- e) If a **Merger** or administration takes place, the **Policyholder** shall not be entitled to purchase a **Discovery Period** on the terms set out in this Extension, however within 30 calendar days of the expiry of the **Period of Insurance** the **Policyholder** may request a quotation from the **company** for a **Discovery Period**. the **company** shall consider such request and may, at

its sole and absolute discretion, offer a **Discovery Period** on such terms as the **Company** may consider appropriate.

- f) At any time during:
  - i) the 30 calendar day application period referred to in (d) above; and
  - ii) the **Discovery Period**,

(and without prejudice to Officials Liability Insurance. Claims Condition A.2. ("Claims Notification")) the **Policyholder** and the **Insured Persons** shall be entitled to continue to notify **Claims** and **Circumstances** to the **Company** but only in respect of **Wrongful Acts** committed prior to the expiry of the **Period of Insurance**. Any such **Claim** or **Circumstance** so notified to the **Company** during the **Discovery Period** shall be deemed to have been notified during the **Period of Insurance**.
- g) If the **Insured Persons** or the **Policyholder** elect a **Discovery Period** then upon expiry of such **Discovery Period** no further **Discovery Period** will be available under this policy (except as provided for under I. Officials Liability C. Officials Extensions 12. Retired & Former Officials)
- h) The purchase by the **Insured** of any **Discovery Period** shall not increase or reinstate the applicable **Limit of Indemnity** (which shall continue be the **Company's** maximum liability for the **Period of Insurance** and **Discovery Period** combined).

## D Dispute Resolution

Subject to Claims Condition B ("Allocation") and Claims Condition D ("Disputes as to Contesting Legal Proceedings") of this Officials Liability insurance, any dispute arising in respect of this Officials Liability insurance, or any obligations, whether contractual or non-contractual, arising out of or in respect of it, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## E Interpretation of Legal References

Any legal references within this Officials Liability insurance shall include any equivalent legal provision in the jurisdiction of the **Insureds** ordinary residence or location of the risk insured, *provided that* such jurisdiction falls within the territorial scope of this Officials Liability insurance.

## F Partial Invalidity

If any provision of this Officials Liability insurance is, or becomes, invalid or unenforceable in accordance with the law to which this Officials Liability insurance is subject, such provision shall be deemed to be deleted and all other terms and conditions of this Officials Liability insurance shall remain in full force and effect.

## G Severability

No fact relating to, or statement of, or knowledge possessed by, any **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining the availability of cover under this **Officials Liability insurance**,

*provided that* no cover shall be provided under this **Officials Liability insurance** in respect of:

- a) any **Insured Person** who knew of such misrepresentation or non-disclosure; or
- b) the **Town Council** where the **Town Council** has a requirement, legally or otherwise, to indemnify any **Insured Person** with knowledge of such misrepresentation or non-disclosure.



## H Retention/Excess

- a) The **Company's** liability under this Officials Liability insurance for any **Loss** arising from:
  - i) any single **Claim**; and
  - ii) any and all **Related Claims**,
 shall apply only to that part of such **Loss** which is excess of the applicable **Excess**.
- b) The **Insured** shall bear at their own risk the amount of any applicable **Excess** in respect of:
  - i) each and every **Claim**; and
  - ii) any **Related Claim**.
- c) If the **Town Council** is permitted or required to indemnify any **Insured Persons** in respect of any **Loss** suffered by them but fails to do so, the **Company** shall pay such **Loss** directly to that **Insured Person** on behalf of the **Town Council**, *provided that* the **Town Council** shall be liable to pay any applicable **Excess**.
- d) In respect of I. Officials Liability and II. Corporate Liability any **Excess** borne by an **Insured** in respect of any **Claim** shall be reimbursed by the **Company** if final judgment or adjudication is given in favour of an **Insured** by a court or tribunal of competent jurisdiction. For the purposes of this condition, final judgment or adjudication shall only be adjudged to have been given when all rights of appeal to higher courts or tribunals have been foregone or exhausted.
- e) Any **Excess** shall not form part of the **Limit of Indemnity** and it shall be payable by the **Insured** before the application of the **Limit of Indemnity**.

## I Territory

Unless otherwise endorsed, the insurance cover provided under this Officials Liability insurance shall extend worldwide.

## J Transactions Changing Coverage

### 1) Acquisition, Merger or Winding Up of the Policyholder

Unless otherwise agreed in writing by the **Company** (at its sole and absolute discretion), this Officials Liability insurance shall terminate for all **Insureds** upon:

- a) the acquisition of the **Policyholder** entire issued share capital or of all or substantially all of the **Policyholder** assets, by another entity, or the **Merger** or consolidation of the **Policyholder** into or with another entity such that the **Policyholder** are not the surviving entity;
- b) the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of the **Policyholder** Officials;
- c) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, trustee or other similar insolvency appointee or fiduciary to the **Policyholder**; or
- d) the winding-up of the **Policyholder** (but not, for this purpose, any **Subsidiary**).

Following the termination of this Officials Liability insurance pursuant to the above, the **Policyholder** shall be entitled to continue to notify **Circumstances** and **Claims** that first arise prior to the termination of the Officials Liability insurance (or any applicable **Discovery Period**),

*provided that:*

- i) cover shall only apply to any **Loss** or that part of any **Loss** that arises as a direct result of a **Wrongful Act** occurring prior to the termination of this Officials Liability insurance; and
- ii) this Officials Liability insurance has not been replaced by a similar policy of insurance issued by the **Company** or by another insurer irrespective of whether such other insurance provides cover for loss sustained prior to the effective date of that similar policy of insurance.

### 2) Disposal or Winding Up of Subsidiary Companies

Unless otherwise agreed in writing by the **Company**, this Officials Liability insurance shall terminate for a **Subsidiary** upon;

- a) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, trustee, or other similar insolvency appointee or fiduciary in respect of such **Subsidiary**; or
- b) falling outside of the definition of **Subsidiary**.

Following the termination of this Officials Liability insurance pursuant to the above, the **Policyholder** shall be entitled to continue to notify **Circumstances** and **Claims** that first arise prior to the termination of the Officials Liability insurance,

*provided that* cover shall only apply to any **Loss** or that part of any **Loss** that arises as a direct result of a **Wrongful Act** occurring prior to the termination of this Officials Liability insurance.

# Officials Liability Insurance Claims Conditions

## A Claims Notification

In order for **Claims** to be accepted and paid under this Officials Liability insurance the **Town Council** must comply with this Condition.

- 1) Subject to Claims Condition A.2 below, the **Policyholder** must immediately give written notice to the **Company** as soon as possible after the **Policyholder** receive notice of any **Claim**, or a **Claim** has been first made or the **Policyholder** become aware of any **Circumstances**,

*provided that*, notwithstanding the above, such written notice shall be given to the **Company**:

- a) during the **Period of Insurance** (or any applicable **Discovery Period**); or
  - b) within 60 calendar days for **Claims** made to the **Insured** that have not been notified to the **Company** for the **Period of Insurance** immediately prior to expiry (excluding any **Discovery Period**).
  - c) the **Company** will not make any payment unless notification is made in accordance with this section.
- 2) If the **Policyholder** fails, the **Policyholder** does not exist as an entity or refuses to give notice under Claims Condition A.1 above an **Official** shall be entitled to give written notice of a **Claim** directly to the **company** *provided that* all other terms and conditions of Claims Condition A.1 shall otherwise apply.
  - 3) Notification of any **Claim** or **Circumstance** pursuant to Claims Conditions A.1 and A.2 above shall be sent to the **Company** at the Claims Department, Professional & Financial Risks, St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL and marked for the attention of the "Professional & Financial Risks Claims Manager, Profin & Major Claims".

Each notification shall so far as possible provide full details of the **Claim** or **Circumstance** including, but not limited to:

- a) the identity of the claimant or potential claimant;
  - b) the nature of the **Claim**;
  - c) the likely quantum of the **Claim**; and
  - d) the **Policyholder's** preliminary views (and those of the **Insured**) on the merits of such **Claim** and the **Policyholder** shall provide the **Company** with such further information and documentation (where appropriate documentation includes evidence of invoices, receipts, proof of payments and the like) as it may reasonably require.
- 4) Any **Claim** arising from any notification of **Circumstances** shall be deemed to have been made in the **Period of Insurance** (including any applicable **Discovery Period**) in which the **Circumstances** were first notified to the **Company**.
  - 5) If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the **Company** is liable under this Officials Liability insurance has increased, then no payment shall be made by the **Company** in respect of the amount of such increase.

## B Allocation

- 1) If and to the extent that an **Insured** incurs both a **Loss** (or part thereof) insured by this Officials Liability insurance and a **Loss** (or part thereof) not insured by this Officials Liability insurance (either because a **Claim** is made against both **Insured Persons** and the **Town Council** or because a **Claim** includes both a **Loss** which is insured and a **Loss** that is not) the **Company** shall negotiate in good faith with the **Insured** to determine a fair and reasonable allocation of the insured and uninsured **Loss** taking into account the relative legal exposures of the **Company** and the **Insured** with respect to the insured and uninsured **Loss**.

Whilst such **Claim** referred to above is ongoing the **Company** shall advance all **Defence Costs** to any **Insured Persons** whilst they are named in any legal action or **Investigation**,

*provided that* such **Defence Costs** shall not be included in any allocation of the insured **Loss**.

- 2) If the **Insured** and the **Company** cannot agree on an 'insured vs. uninsured' allocation in respect of **Loss**, the **Insured** and the **Company** shall submit the issue of allocation to a Queen's Counsel. The identity of the Queen's Counsel shall be agreed between the parties and failing agreement within 30 calendar days of one party receiving written notice of a nomination being made by the other party, shall be chosen by the Chairman for the time being of the Bar Council whose decision shall be binding on the **Company** and the **Insured**. The Queen's Counsel shall be directed to apportion all costs of the determination between the **Company** and the **Insured** as the Queen's Counsel so determines.
- 3) All references to Queen's Counsel and Chairman of the Bar Council include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status or equivalent appointee.

## C Defence and Cooperation

- 1) The **Company** shall have the right (but is not obliged or required) to:
  - a) conduct, in the name of the **Insured**, the defence and settlement of any **Claim** insured, either in whole or in part, under this Officials Liability insurance; and
  - b) appoint lawyers or other representatives for this purpose (even if any of the allegations against the **Insured** are groundless, false or fraudulent),

*provided that* the **Company's** right to conduct such defence or appoint such lawyer or other representatives shall cease upon exhaustion of the **Limit of Indemnity**.
- 2) With respect to any **Claim** or **Circumstance** notified under this Officials Liability insurance:
  - a) the **Insured** shall execute all papers required and shall do everything necessary to defend such **Claim** and provide the **Company** with all information, documentation, assistance and co-operation as the **Company** may reasonably request; and
  - b) the **Company** shall advance to the relevant **Insured** the amount of any **Defence Costs** in excess of any applicable **Excess**,

*provided that* if and to the extent it is finally established or determined that such **Defence Costs** (or any part thereof) are not insured under this Officials Liability insurance, the **Insureds**, severally according to their respective interests under this Officials Liability insurance, shall repay such uninsured **Defence Costs** to the **Company**.

- 3) The **Insured** shall not settle or offer to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim**, without the **Company** express prior written consent (such consent shall not be unreasonably denied, withheld or delayed). The **Company** shall not be liable for, and any applicable **Excess** shall not be depleted or exhausted by any settlement, **Loss** or **Defence Costs**, assumed obligation or admission to which the **Company** has not provided its express prior written consent (such consent shall not be unreasonably denied, withheld or delayed).
- 4) If a **Claim** arises the **Insured** shall:
  - a) do nothing that prejudices the **Company's** position or its potential or actual rights of recovery in respect of that **Claim**; and
  - b) at all times use reasonable endeavours to do, and concur in doing, all such things as are reasonably practicable to avoid or diminish any **Loss** that may arise in respect of that **Claim** and assist with the defence or settlement of any **Claim**.

The **Company** shall be entitled to undertake any investigation it deems necessary in respect of such **Claim**.

For the purposes of (b) above, "reasonable endeavours" in this context shall include, but not be limited to, the self-reporting to any regulator an actual or suspected material breach of a **Town Council's** or an **Insured Person's** legal or regulatory duties where the **Town Council** or **Insured Person** is required to give notice of such an actual or potential breach,

*provided that:*

- i) the cost incurred by the **Insured** in taking any such steps shall constitute **Defence Costs**; and
- ii) any self-reporting shall not constitute an admission of liability on the part of the **Insured** with regard to any **Claim**.

## D Disputes as to Contesting Legal Proceedings

- 1) In the event of any disagreement arising between the **Company** and an **Insured** as to whether or not to contest or settle any legal proceedings or proceed with any appeal of a decision of a Court, the issue shall be remitted to a Queen's Counsel whose decision on the probability of successfully defending the **Claim** or the acceptability of the proposed terms of settlement or the probability of succeeding on appeal shall be final and the **Company** and the **Insured** shall be bound by that decision.

- 2) The identity of such Queen's Counsel referred to in Claims Condition D.1 above shall be agreed by the **Company** and the **Policyholder** or, failing such agreement within 30 calendar days of one party receiving written notice of a nomination being made by the other party, by the Chairman for the time being of the Bar Council.
- 3) The costs and expenses of the Queen's Counsel referred to in Claims Conditions D.1 and D.2 above shall be deemed to form part of the **Defence Costs**.
- 4) All references in this Claims Condition D to Queen's Counsel and Chairman of the Bar Council include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status or equivalent appointee.

## E Other Insurance

The insurance cover provided under this Officials Liability insurance shall only apply in excess of the cover and limits of any other valid and collectible contract of insurance providing cover to the relevant **Insured** (including, but not limited to, any insurance which is stated to be primary, contributory, excess, contingent or otherwise), unless such other contract of insurance and the cover and limits stated therein is specifically stated to operate in excess of this Officials Liability insurance.

If at the time of any **Loss** that is insured under this Officials Liability insurance there is any other contract of insurance effected by or on behalf of any **Insured** that covers the same **Loss**, the liability of the **Company** under this Officials Liability insurance to indemnify the **Insured** in respect of such **Loss** shall be limited to the **Insured's** rateable portion (as between this Officials Liability insurance and such other contract of insurance) of such **Loss**, subject always to the **Limit of Indemnity** and any applicable coverage Extensions.

Any **Loss** which is covered partly by this Officials Liability insurance and partly by another contract of insurance (including any contract of insurance of which this Officials Liability insurance is a renewal) issued by the **Company** to the **Insured** for which any previous applicable **Discovery Period** has not expired, shall be limited to the *larger amount and broader cover* of:

- a) that provided under such previous contract of insurance; and
- b) this Officials Liability insurance,

and shall not be cumulative.

## F Related Claims

For the purposes of the cover provided under this Officials Liability insurance all **Related Claims** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to have first arisen on the date the earliest of such **Related Claims** first arises, regardless of whether such date is before or during the **Period of Insurance** (or any applicable **Discovery Period**).

## G Subrogation and Recoveries

- 1) If any payment is made by the **Company** to an **Insured** pursuant to this Officials Liability insurance in respect of any **Loss**:
  - a) the **Company** shall, to the extent of such payment, be subrogated to all the **Insured's** rights of recovery in respect of such **Loss**; and
  - b) the **Insured** shall do everything reasonably necessary to secure and preserve such rights of recovery referred to in (a) above (including, but not limited to, the execution of such documents as are necessary to enable the **Company** to bring proceedings or otherwise exercise its rights of subrogation in the name of the **Insured**).
- 2) Notwithstanding Claims Condition G.1 above, the **Company** shall not be entitled to exercise its rights of subrogation against an **Insured Person** unless such **Insured Person** has been fraudulent, committed a criminal act or obtained any profit or advantage to which such **Insured Person** was not legally entitled.
- 3) Any and all recoveries obtained by the **Insured** from any other party in respect of any **Loss** insured under this Officials Liability insurance shall be allocated, after the settlement of any **Claim**, from the top down in respect of such **Loss** as follows:
  - a) *firstly*, to the benefit of the **Insured** to reduce or extinguish the amount of the **Insured's Loss** if and to the extent that such **Loss** would have been paid under this Officials Liability insurance but for the fact that the amount of such **Loss** exceeds the **Limit of Indemnity** together with any applicable **Excess**;
  - b) *secondly*, to the benefit of the **Company** for all sums paid in settlement of any **Loss** arising under this Officials Liability insurance; and
  - c) *thirdly*, to the benefit of the **Insured** for the amount of any applicable **Excess**,

*provided that:*

  - i) such allocation shall only apply after the deduction by the relevant party of the reasonable costs incurred by them (or on their behalf) in obtaining such recovery; and
  - ii) any and all recoveries made prior to settlement of any **Claim** shall be held for the benefit of the **Company** and only be so allocated after that **Claim** has been settled (if applicable).

## Officials Liability Insurance Definitions

### 1 Definitions

When used in this Officials Liability insurance:

- A Benefits** means perquisites, fringe benefits, amounts due or payments made in connection with an employee benefit plan or pension scheme, share or stock options or any other right to purchase, acquire or sell shares or stock, and any other obligation or payment, made to or for the benefit of an **Employee** other than salary (including bonus) or wages.
- B Circumstance** means an incident, occurrence, fact, matter, act or omission which might reasonably be considered to give rise to a **Claim**.
- C Claim** means:
  - 1) service of a Claim Form, counterclaim, **Related Claim**, Application Notice, Notice of Appeal, Witness Summons or similar legal document (including an application for any related injunction) served upon any **Insured** in respect of a **Wrongful Act**;
  - 2) any arbitration proceeding or request to nominate an arbitrator served upon any **Insured** in respect of a **Wrongful Act**;
  - 3) any written communication (including electronic communications), whether or not containing a demand for compensation or damages, received by any **Insured** threatening commencement of proceedings in respect of a **Wrongful Act**, and any written demand against any **Insured Person** for monetary damages, reinstatement or other non-monetary relief;
  - 4) any criminal prosecution of an **Insured Person** resulting from a **Wrongful Act**;
  - 5) any notice of an **Investigation** commenced by the filing of a notice of charge, formal investigative order, questionnaire or similar document:
    - a) into the affairs of the **Town Council** and where an **Insured Person** is required to attend or give evidence; or
    - b) involving a **Wrongful Act** alleged to have been committed by an **Insured Person** or in respect of which an **Insured Person** is required to attend or give evidence by reason of that **Insured Person** acting in their capacity as a **Official**,

and
  - 6) any proceedings brought against any **Insured Person** during the **Period of Insurance** by any **Official Body** seeking:
    - a) extradition of an **Insured Person** where the allegations from which the extradition proceedings result arise from a **Wrongful Act** by reason of that **Insured Person** acting in their capacity as an **Official**;
    - b) confiscation, assumption or ownership and control, suspension or freezing of rights of ownership of real property or personal assets of any **Insured Person**;

- c) a charge over real property or personal assets of such **Insured Person**;
- d) a temporary or permanent prohibition on such **Insured Person** holding the office or performing the function of an **Official** of the **Town Council**;
- e) restriction of such **Insured Person's** liberty to a specified domestic residence or an **Official Detention**; or
- f) deportation of an **Insured Person** following revocation of otherwise proper, current and valid immigration status for any reason *other than* an **Insured Person's** conviction of a crime,

*provided that* any **Claim** is first made against, or received by, an **Insured Person** during the **Period of Insurance**.

**D Computer System** shall mean any **Town Council** computer network, software programmes or similar electronic social media content for which the **Town Council** is responsible.

**E Coverage Section** shall mean the terms and conditions relating to each of I. Officials Liability, II. Corporate Liability and III. Employment Practices Liability.

**F Cyber Liability Event** means any **Wrongful Act** as provided in VII Trustee Definitions WW. Wrongful Act I. ("an **Insured Person**") arising from use of any **Computer System** or **Data** for which the **Town Council** is legally liable.

**G Data** characters, or symbols on which operations are performed by a computer, being stored and transmitted in the form of electrical signals and recorded on magnetic, optical, or mechanical recording media the property of any **Town Council** or for which any **Town Council** is responsible that is required by law to be protected from public disclosure.

**H Defence Costs** means that part of a **Loss** consisting of any costs, charges and fees (including, but not limited to, lawyers' and agents' fees and expenses) incurred by the **Company** or reasonably and necessarily incurred by the **Insured**:

- 1) in defending, investigating or settling any **Claim** or assisting the **Company** in investigating, defending or settling any **Claim** (including the amount of any premiums paid for any insurance instruments or bonds which may be required in certain jurisdictions to institute an appeal or enter a Court appearance);
- 2) in respect of the attendance or giving of evidence by any **Insured Person** at any **Investigation** into the affairs of the **Town Council**;
- 3) in respect of any **Investigation** involving a **Wrongful Act** alleged to have been committed by any **Insured Person** or relating to which any **Insured Person** is required to attend or give evidence by reason of them acting in their capacity as a **Official**; or
- 4) in respect of an **Employment Wrongful Act Defence Costs** shall extend to include Preliminary Hearings where a **Claim** is **Probable**,

*provided that* **Defence Costs** shall not include any regular or overtime wages, salaries, fees or benefits of the **Officials** or **Employees** of the **Town Council**.

**I Discovery Period** means the period immediately following the expiry of the **Period of Insurance** during which the **Policyholder** shall be entitled to continue to notify **Claims** or **Circumstances** pursuant to the terms of:

- 1) Policy Condition C. ("Discovery Period"); or
- 2) Officials Liability Extension C.12 ("Retired and Former Trustees"), (each as applicable) of this Officials Liability insurance.

**J Documents** means:

- 1) documents (excluding bearer bonds, coupons, bank or currency notes or other negotiable instruments); or
- 2) computer systems records the property of the **Insured** or for which the **Insured** is legally responsible.

**K Employee** means any natural person who was, or is, or becomes during the **Period of Insurance**:

- 1) an employee (which shall include trainees, casual, part-time, seasonal, temporary, voluntary and work experience personnel) of the **Town Council** whilst acting in such capacity; or
- 2) seconded to the **Town Council** and acting in such capacity.

**L Employment Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect or breach of duty committed by any one or more **Insured Persons** in their capacities as such against any past, present or prospective **Employee**, **Official** or partner of the **Policyholder**, in connection with any:

- 1) wrongful, unlawful or unfair dismissal, discharge or termination of employment;
- 2) breach of any written or oral employment contract or quasi-employment contract;
- 3) employment-related misrepresentation;
- 4) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin, sex, sexual orientation, religion, maternity, pregnancy, age and disability);
- 5) violation or non-compliance with legislation regulating working hours;
- 6) wrongful failure to employ or promote;
- 7) wrongful demotion;
- 8) wrongful discipline;
- 9) wrongful deprivation of a career opportunity;
- 10) failure to grant tenure;
- 11) failure to adopt adequate workplace or employment policies and procedures;
- 12) **Retaliatory** treatment of whistleblowers or others;
- 13) negligent evaluation;
- 14) employment-related invasion of privacy;



- 15) employment-related breach of data protection legislation;
- 16) employment-related libel, slander, humiliation and defamation;
- 17) failure to furnish accurate job references;
- 18) employment-related wrongful infliction of mental anguish or emotional distress; or
- 19) breach of any obligation which has been transferred to the **Town Council** by virtue of the Transfer of Undertakings 2014 or the EC Acquired Rights Directive, save for any obligation which existed at or prior to the date of transfer.

**M Expenses** means the necessary and reasonable costs, charges and fees incurred by the **Insured** or by the **Company** in investigating, defending or settling any **Claim**

*provided that Expenses shall not include*

- 1) salaries, commissions, emoluments, fees or any other benefits from employment or costs and expenses normally incurred by the **Insured** in the absence of a **Claim**; or
- 2) costs and expenses incurred by a customer to whom the **Insured** provides goods or services under a written contract unless ordered by a court or other legally authorised tribunal; and
- 3) **Expenses** incurred without the prior written consent of the **Company**.

**N Excess** means that part of each and every **Claim** or **Loss**, as applicable, which shall not be indemnified by the **Company** and is payable by the **Insured**, the amount of which is specified in the **Policy Schedule**.

**O Insured** means:

- 1) the **Insured Persons**;
- 2) the **Town Council**; or
- 3) the **Policyholder**,

declared to the **Company** prior to the commencement of the **Period of Insurance**.

**P Insured Persons** means;

- 1) any natural person who was, is, or becomes during the **Period of Insurance**, a **Official** or manager;
- 2) any natural person falling within the definition of **Insured** in accordance with Definition X ("Official") who is incompetent, incapacitated, bankrupt or deceased and against whose estates, heirs, executives or other legal representatives claims are being pursued which would, absent such incompetence, incapacity, bankruptcy or death be covered by the Officials Liability insurance; and
- 3) in connection with **Employment Wrongful Acts** only, any **Employee** of the **Town Council** or any natural person (whether self-employed or employed by an entity other than the **Town Council**) who is contracted to and supervised by the **Town Council**,

*provided that:*

- a) the contract between that **Employee** of the **Town Council** or natural person and the **Town Council** provides for the **Town Council** to indemnify that **Employee** or natural person in respect of any **Claim** and the **Town Council** has agreed to do so; and
- b) the **Company** has agreed (at its sole and absolute discretion) to provide such cover and each such **Employee** or natural person is added to the **Policy Schedule** by written endorsement.

**Q Investigation** means any formal or official investigation (other than the **Town Council's** own internal investigation) or where an official investigation is **Probable**: examination, dawn raids, site raids, regulatory interviews or other proceedings made or commenced during the **Period of Insurance** by a governmental body, professional body or other institution duly authorised to carry out such investigations.

**R Limit of Indemnity** means the limit specified in the **Policy Schedule**.

**S Kidnap & Ransom Event** means the unlawfully seizing and carrying away of an **Insured Person** by force or fraud, or seizing and detaining an **Insured Person** with an intent to carry that person away at a later time for a purpose.

**T Loss/Losses:**

1) means:

- a) damages, compensation, contributions, judgments or (if concluded with the **Company's** prior written consent) settlements;
- b) claimant's legal costs and **Expenses**;
- c) punitive, exemplary and aggravated damages if and to the extent such damages are insurable under the laws of the **United Kingdom**, Channel Islands or Isle of Man,

*except where:*

- i) such damages are awarded in respect of an **Employment Wrongful Act**; and
- ii) such damages are awarded in respect of any **Claim** arising in or in relation to the **USA**.
- d) all other costs and **Expenses** ordered by a court or other legally authorised tribunal, or incurred with **RSA's** prior written consent;
- e) **Defence Costs**, in respect of a **Claim** made against, or received by, any **Insured**, jointly or severally; and
- f) in respect of an **Employment Wrongful Act** only, the cost to the **Insured** of paying wages (but not **Benefits**) to an **Employee** for the period from the date of the purported dismissal or termination to the date on which the court or **Tribunal** of first instance delivered its judgment to the parties,

*provided that Loss shall not include:*

- a) any taxes;
- b) any fines;



- c) any penalties;
- d) any other form of **Loss** which is uninsurable under the law of the state or country to which the **Claim** is subject;
- e) the multiple portion of any multiplied damage award;
- f) any amount which the **Insured** is not legally liable to pay; or
- g) in respect of an **Employment Wrongful Act** only:
  - i) any amount not indemnified by the **Town Council** for which the **Insureds** are absolved from payment by reason of any covenant, agreement or court order;
  - ii) the value of any share or stock options or any other right to purchase, acquire or sell shares or stock;
  - iii) taxes, fines or penalties imposed by law or the multiple portion of any multiplied damage award;
  - iv) the cost of complying with any injunctive or other non-monetary relief or any agreement to provide any such relief; or
  - v) matters uninsurable under the law in accordance with which this Officials Liability insurance is construed or such **Claim** is adjudicated.

**U Member** means a member of a Limited Liability Partnership as defined under the Limited Liability Partnership Act 2000.

**V Merger** means the occurrence of either of the following events:

- 1) the **Policyholders** consolidating with or merging into or selling all or substantially all of the **Policyholders** assets to any other person or entity or group of persons or entities acting in concert; or
- 2) any person or entity, whether individually or together with any other person or entity, acquiring an amount of share capital representing more than fifty per cent. (50%) of the voting power for the election of the **Policyholder's Officials**, or acquiring the voting rights for such an amount of the shares.

**W Official** means any natural person who was, who is or who will become:

- 1) a lawfully elected or appointed **Official**;
- 2) an elected or co-opted member of the **Town Councils** committees or sub-committees; an **Employee**;
- 3) a **Member**; and

officials and **Employees** of the Insured appointed at the request of the Insured to serve with any organisation as registered under the Charities Act 1993 or subsequent equivalent legislation, while acting for, or on behalf of or at the request of the **Town Council**,

provided that an **Official** shall not include any external auditor, liquidator, administrator, receiver or solicitor.

For the avoidance of doubt, the Officials Liability insurance covers a **Official** solely in relation to his activities for and on behalf of the **Town Council** and not in relation to any other activities.

**X Official Detention** means the confinement of any **Insured Person** in secure custodial premises, operated by or on behalf of a governmental or judicial agency in connection with a **Claim** against such **Insured Person** regardless of whether such confinement is without charge or without a judicial finding of culpability or liability in relation to such **Claim**.

**Y Official Duties** means the official duties or work performed under a statutory duty or authority in accordance with powers granted under the Local Government Act 1972 (as amended) and any subsequent applicable legislation.

**Z Original Inception Date** means the date from which the **Town Council** has maintained uninterrupted equivalent insurance cover with an insurer, whether under this Officials Liability insurance or any preceding contract of insurance.

**AA Period of Insurance** means the period of time specified in the **Schedule**.

**BB Policyholder** means the organisation so designated in the **Policy Schedule**.

**CC Policy Schedule** means the Officials Liability insurance section of the **Schedule** attaching to this Officials Liability insurance.

**DD Pollutants** means:

- 1) any air emission, odour, waste water, oil or oil products, infectious or medical waste, biological contaminants, asbestos or asbestos products, electric or magnetic or electromagnetic fields and noise, and any ionising radiations or contamination by radioactivity; and
- 2) any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or a country, state, county, municipality or locality counterpart thereof including, but not limited to, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials.

**EE Pollution** means the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of **Pollutants** into or on real or personal property, water or the atmosphere.

**FF Probable** shall mean where an **Official** has knowledge of such facts as would lead a reasonable person to believe that a particular governmental body, professional body, or other institution duly authorised is committing, has committed or is about to commit a formal interview or investigation. The **Official** must be able to articulate the facts and circumstances forming the basis for probable cause.

**GG Public Relations Consultancy Fees** means fees necessarily incurred by the **Insured** to employ the services of an external public relations consultant solely for the purpose of providing advice to the **Insured** to review, develop or implement a crisis plan in order to minimise the impact of any adverse publicity following the occurrence of any **Loss** covered by this Officials Liability insurance.

**HH Related Claims** means any and all **Claims** based on, arising out of, or in any way involving the same or related or series of; facts, acts, **Circumstances**, situations, transactions, original cause or source, error, omission or events.

- II Retaliation/Retaliatory** means a **Wrongful Act** of an **Insured** relating to, or alleged to be in response to:
- 1) the treatment of any **Employee** less favourably than any other **Employees**; or
  - 2) the victimisation of any **Employee** because that **Employee** threatens to bring proceedings, give evidence or information, take any action or make any allegation concerning the **Insured**, with reference to any applicable laws or legislation in the relevant jurisdiction relating to:
    - a) sex, race, or disability discrimination;
    - b) whistle blowing; or
    - c) any employment protection law generally.

**JJ Retention** means that part of each and every **Claim** which shall not be indemnified by the **Company** and is payable by the **Town Council**, the amount of which is specified in the **Policy Schedule**.

**KK Retires/Retirement** means the act of any **Insured Person** in voluntarily relinquishing their position from the **Town Council** with a resulting state of retirement whereby such **Insured Person** does not subsequently resume or assume the position of **Official** or **Employee**.

**LL Retroactive Date** means means the date specified in the **Policy Schedule**. Where Fidelity Cover has not previously been purchased the **Retroactive Date** shall be the first the **Company** inception date as stated in the **Policy Schedule** as the **Period of Insurance** "From Date"

**MM Spouse** means a lawful spouse, civil partner or any person deriving similar status by reason of the law applicable to the relevant territory or jurisdiction in which that person resides.

**NN Sub-Limit** means the maximum aggregate liability of the **Company** from all **Claims** or **Related Claims** first made during the **Period of Insurance** (or any applicable **Discovery Period**) arising from an Extension to any **Insuring Clause** under this Officials Liability insurance. Any **Sub-Limit** shall be part of and not in addition to the **Limit of Indemnity** attaching to the applicable Insuring Clause.

**OO Subsidiary** means any entity in which **You**:

- 1) hold directly or indirectly more than fifty per cent (50%) of the voting rights;
- 2) have the right to appoint or remove a majority of the board of Directors; or
- 3) hold more than half of the issued share capital,

and where **You** are a partnership, an entity shall be a **Subsidiary** of the partnership where such holding or right is held for the benefit of the partnership.

**PP Town Council** means the **Policyholder** and its **Subsidiaries**

**QQ Tribunal** means a tribunal constituted in accordance with the Employment Tribunals (Constitution and Rules of Procedures) Regulations 2001, and any statutory amendment or successor thereto.

**RR United Kingdom** means the United Kingdom of Great Britain and Northern Ireland.

**SS USA** means the United States of America and in each case its territories and possessions and any state or political sub-division thereof.

**TT Virus** means programming code or series of instructions designed to achieve an unexpected, unauthorised or undesirable effect or operation when loaded onto a **Computer System**, transmitted or transferred between **Computer Systems** via networks, extranets, internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not.

**UU Wrongful Act** means in respect of:

- 1) an **Insured Person**:

any error, misstatement, misleading statement, act, omission, neglect, breach of duty, breach of trust, libel, slander, breach of contract, breach of warranty of authority, wrongful trading as set out in section 214 of the Insolvency Act 1986 (or any equivalent situation in any jurisdiction in which the **Town Council** is incorporated), **Employment Wrongful Act**, any other matter asserted against an **Official** solely by reason of their status as such or other act committed by any **Insured Person** arising out of the conduct of the **Official Duties** as an **Official**:

and

- 2) the **Town Council**:

any error, misstatement, misleading statement, act, omission, neglect, or breach of duty, breach of trust, breach of warranty of authority, or other act actually or allegedly committed or attempted by the **Town Council** arising out of the conduct of the **Official Duties**.

# Complaints Procedure

## Our commitment to customer service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

### Step 1

If your complaint relates to your Policy then please contact the sales and service team in the office which issued the Policy. If your complaint relates to a claim then please call the claims helpline number shown in your Policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: RSA  
Customer Relations Team  
PO Box 255  
Wymondham NR18 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

## If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

Telephone: 0800 0234567 (for landline users)  
0300 1239123 (for mobile users)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action; however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

## Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

## Fair Processing Notice

### How we use your information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

### Who we are

This product is underwritten by Royal & Sun Alliance Insurance Ltd.

You are giving your information to Royal & Sun Alliance Insurance Ltd, which is a member of the RSA Group of companies (the Group). In this information statement 'we', 'us' and 'our' refers to the Group unless otherwise stated.

### How your information will be used and who we share it with

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission;
- Where we are required or permitted to do so by law;
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

### Sensitive information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

### How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

Data Protection Liaison Officer,  
Customer Relations Office,  
RSA,  
Bowling Mill,  
Dean Clough Industrial Estate,  
Halifax, HX3 5WA.

## Employers' Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers (the 'Claimants'):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.



