

policy document

CELEBRANTS INSURANCE SCHEME



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Introduction

Thank you for insuring with Ecclesiastical and we welcome you as a policyholder. We are a specialist financial services group, with a strong portfolio of insurance, investment management, broking and advisory businesses in the UK, Ireland, Canada and Australia. All are underpinned by a reputation for delivering an outstanding service for customers, with firmly established roots as a socially responsible general insurer.

Policy information

The policy is divided into a number of sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell us.

How we use your data

Your privacy is important to us. We will process your personal data in accordance with the applicable data protection law.

The data controller in respect of any personal data which we may hold about you or process is Ecclesiastical Insurance Office plc who you can contact via the Data Protection Officer, at Beaufort House, Brunswick Road, Gloucester GL1 1JZ or on 0345 6073274 or email compliance@ecclesiastical.com

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention and business management. This may involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors, external independent financial advisers (IFAs) or business partners and our regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that your personal information is protected.

Special categories of data

In order to provide your insurance policy or when making a claim, we may need to collect or process information relating to your or a dependant's health or criminal convictions. As this is 'sensitive personal data' we are required to obtain your consent to process this information. If you do not consent to us processing this information we may be unable to provide your insurance policy or process any claim. You are entitled to withdraw this consent at any time. However, withdrawing your consent may mean we are unable to continue providing your cover meaning your insurance policy may be cancelled. Your policy terms and conditions set out what will happen in the event your policy is cancelled.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We may check your details with various fraud prevention and credit reference agencies. If you make a claim, we will share your information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies including Claims and Underwriting Exchange, run by MIB and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy or contact our Data Protection Officer.

Claims service and contact numbers

At Ecclesiastical, we like to keep claims simple.

When you claim, we'll look at your cover to see how we can best help you. We'll work swiftly, and deal with your claim fairly. If we can resolve your claim when you first contact us, we will. But if it's a little more complicated, we'll make sure you always know what's going on. We'll also give you direct access to the expert claims handler dealing with your claim, who will be able to make key decisions about your claim.

We'll take a proactive approach to protecting your interests against third party legal liability claims, and we'll always consult you before making any admission of liability.

Making your claim

For new claims the services are available 24 hours a day, 7 days a week.

For enquiries about existing claims, the services are available from Monday to Friday 8am to 6pm.

For claims call:

0345 603 8381

For all claims

The action to be taken by the policyholder in the event of any incident which may give rise to a claim is shown in the Claims conditions.

General information

Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible. You can complain in writing or verbally at any time to:

South Essex Insurance Brokers Ltd,
South Essex House,
North Road,
South Ockendon,
Essex,
RM15 5BE.

Tel: 01708 850000
Email: enquiries@seib.co.uk

Or

Ecclesiastical Insurance Office plc,
Beaufort House,
Brunswick Road,
Gloucester,
GL1 1JZ

Tel: 0345 777 3322
Email: complaints@ecclesiastical.com

Our promise to you

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

- Investigate your complaint diligently and impartially.
- Keep you informed of the progress of the investigation.
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.
- Respond in writing to your complaint as soon as possible.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 0 234 567
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website <http://ec.europa.eu/consumers/odr/>, which has been set up by the European Commission.

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

The Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by Government, which gives you your money back if your authorised* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:

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

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email: enquiries@fscs.org.uk

* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

General definitions

Each time the following appear in bold italic type they will take the meaning shown below unless specifically defined in a policy section

If they are not highlighted the everyday meaning will apply

Aircraft

means aircraft and other aerial devices dropped from them

Asbestos

means asbestos asbestos fibres or any derivatives of asbestos including any product containing any asbestos asbestos fibres or any derivatives of asbestos

Authorised volunteers

means voluntary workers normally resident in the ***geographical limits*** acting under ***your*** authority whilst engaged in ***your business***

Business

means the business of the ***Insured*** as stated in the schedule

Company/we/our/us

means Ecclesiastical Insurance Office plc

Condition precedent to liability

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by ***us*** shall be repaid to ***us***

Damage

means physical loss destruction or damage

Earthquake

means earthquake including fire as a result of earthquake

Escape of oil

means accidental escape of oil from any fixed oil fired heating installation or storage tank caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the ***period of insurance***

Escape of water

means escape of water from any tank apparatus or pipe including ***damage*** to any water tank apparatus or pipe itself caused by freezing of water but excludes water discharged or leaking from an installation of automatic sprinklers

Excess

means the first amount of each and every loss (after applying any adjustment for underinsurance) up to the amount set out in the schedule to this policy relevant to that loss

Fire

means fire by any cause other than ***earthquake*** and includes any losses arising from lightning or explosion

Flood

means the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam or inundation from the sea

Geographical limits

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

Impact

means impact by any road or rail vehicle or animal

Insured/you/your

means the Insured shown in the schedule

Malicious persons

means intentional and wilful **damage** not caused by thieves

Period of insurance

means the period of insurance stated in the schedule

Restricted peril(s)

means **fire earthquake aircraft riot malicious persons storm flood impact escape of water**

Riot

means riot civil commotion strikers locked out workers or persons taking part in labour disturbances

Storm

means a period of violent wind rain snow or hail but excluding **damage** caused by **flood**

Theft

means theft or attempted theft

Vermin

means any wild animals birds and insects (whether they have protected status or not) that are known to cause **damage** or carry disease

Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document

In consideration of payment of the premium **we** will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this policy or any section of this policy) occurring or arising in connection with ***your business*** during the ***period of insurance*** or any subsequent period for which **we** agree to accept a renewal premium

General exclusions

This policy does not cover the following

1 Excess

Any **excess**

2 Other insurances

Property more specifically insured under another policy

3 Radioactive contamination

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **you** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended

- (e) any chemical biological bio-chemical or electromagnetic weapon

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

This exclusion does not apply to

- (i) Cover 1 of the Liabilities section except in respect of liability of any principal and liability assumed by agreement
- (ii) the Personal accident section

4 War risks

Loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

This exclusion does not apply to Cover 1 of the Liabilities section

5 Terrorism

Definitions specific to this exclusion

Act of terrorism

In respect of

- (a) **England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)**

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

- (b) **all other instances**

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

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

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

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

This exclusion does not apply to the following sections: Personal accident Liabilities and Professional indemnity

6 Date recognition

Definitions specific to this exclusion

Computer

means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

Any claim directly or indirectly arising from the failure or possible failure of any **computer**

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

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **restricted peril** or **theft**

This exclusion does not apply to the following sections: Personal accident Professional indemnity

7 Electronic risks

Damage caused by electronic risks as set out below

Definitions specific to this exclusion

Data

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Failure of a system

means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **system** whether or not owned by **you** to operate at any time as desired as specified or as required in the circumstances of **your** business activities

Microchip(s)

means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller

System (s)

shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation

Virus

means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **system** transmitted between **systems** by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not

Cover excludes **damage** to

- (a) **data** (other than as provided for under any reinstatement of data extension within the Business interruption section or Equipment breakdown section) which shall include but shall not be limited to
 - (i) **damage** to or corruption of **data** whether in whole or in part
 - (ii) unauthorised appropriation of use of access to or modification of **data**
 - (iii) unauthorised transmission of **data** to any third parties
 - (iv) **damage** arising out of any misinterpretation use or misuse of **data**
 - (v) **damage** arising out of any operator error in respect of **data**
- (b) any items insured arising directly or indirectly from
 - (i) the transmission or impact of any **virus**
 - (ii) unauthorised access to a **system**
 - (iii) interruption of or interference with electronic means of communication used in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - (iv) **failure of a system**
 - (v) anything described in (a) above

but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission

This exclusion does not apply to the following sections: Personal accident Liabilities and Professional indemnity

8 Pollution or contamination

Damage caused by pollution or contamination but this shall not exclude **damage**

- (a) to the property insured caused by pollution or contamination which itself results from a **restricted peril** or **theft** or **escape of oil**
- (b) to the property insured caused by a **restricted peril** or **theft** or **escape of oil** which itself results from pollution or contamination

For the purposes of this exclusion **theft** means theft or attempted theft involving entry to or exit from the buildings of the **premises** by forcible and violent means or following actual or threatened assault or violence

This exclusion does not apply to the following sections: Personal accident Liabilities and Professional indemnity

General conditions

1 Policy voidable

You must ensure that a fair presentation of the risks to be insured is made to **us**

In the event of misrepresentation misdescription or non-disclosure of any material fact or circumstance **we** may void the policy and retain any premium paid where such misrepresentation misdescription or non-disclosure is deliberate or reckless

Where such misrepresentation misdescription or non-disclosure is not deliberate or reckless **we** may at **our** option

- (a) void the policy and refund to **you** any premium paid if **we** would have not entered into this policy on any terms had clear representation description and disclosure been made
- (b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium

The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had clear representation description and disclosure been made

- (c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had clear representation description and disclosure been made

We may apply these additional terms to **your** policy with effect from inception

2 Reasonable care

It is a **condition precedent to liability** that **you** shall

- (a) take all reasonable precautions to prevent **damage** accident illness and disease
- (b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
- (c) maintain the **premises** works machinery and plant in sound condition

3 Alteration of risk

If after the commencement of this insurance

- (a) there is any alteration of risk which increases the risk of **damage** accident or liability
- (b) **your** interest ceases except by will or operation of law
- (c) an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement

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

Upon any alteration described above **we** shall be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium

4 Multiple insurances

(a) All sections except those detailed separately below

If at the time any claim arises under this policy there is any other insurance in force whether effected by **you** or not covering the same **damage** loss expense or liability **we** shall not be liable for more than **our** rateable proportion

If such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner

(b) Liabilities Professional indemnity

If at the time of any claim arising under this policy **you** are or would but for the existence of this policy be entitled to indemnity under any other policy or policies **we** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected

5 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option

- (a) repudiate the claim
 - (b) recover any payments already made by **us** in respect of the claim
 - (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date
- If **we** cancel the policy **we** will notify **you** in writing by special delivery to **your** last known address

6 Arbitration

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

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

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

7 Cancellation

In circumstances other than those in the Policy voidable Alteration of risk and Fraudulent claims conditions **we** may cancel the policy or any section of it by sending seven days' notice commencing from the date of posting by special delivery to **you** at **your** last known address and shall refund to **you** the proportionate premium for the unexpired period of cover

8 Sanctions

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

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

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

9 Assignment

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

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

10 Law applicable

This policy shall be governed by and construed in accordance with the law of England and Wales unless the **Insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply

11 Rights of third parties

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

Claims conditions

Your duties

When an incident occurs that may result in a claim it is a **condition precedent to liability** that **you** shall

- (a) take all practicable steps to recover property lost and otherwise minimise the claim
- (b) tell the police as soon as is reasonably possible if the **damage** is caused by thieves malicious persons vandals or as a result of **riot**
- (c) tell **us** as soon as **you** become aware
- (d) within 30 days (7 days for **damage** by **riot**) give **us** at **your** expense any information **we** require and continue to provide **us** with any information and assistance **we** require before or after **we** pay **your** claim under the policy
- (e) not make or allow to be made on **your** behalf any admission offer promise payment or indemnity without **our** written consent
- (f) forward to **us** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise **us** in writing as soon as **you** have any knowledge of any impending prosecution inquest or inquiry in connection with that event

Additional conditions apply to the Professional indemnity section are detailed in the section

Our rights

We may

- (a) start take over defend and conduct any legal action in **your** name
- (b) prosecute in **your** name for **our** benefit any claim for indemnity or damages

We will have full discretion in the conduct and settlement of any such action

- (c) keep possession of any property insured by this policy

We will not accept property abandoned to **us**

This policy shall be proof that **you** have authorised **our** rights under this condition

- (d) at any time pay to **you** the relevant limit of indemnity
 - (i) in the case of claims for Employers' liability or Prosecution defence costs less any amount already paid or incurred
 - (ii) in the case of Public & products liability claims less any amount already paid or incurred as damages
 - (iii) less any amount already paid or agreed to pay for settlement damages interest and claimant's costs or costs for which **you** are liable in the case of claims for Professional indemnity or any lesser amount for which at **our** discretion any claim or claims can be settled

We will then relinquish control of the claim and have no further liability except for any Public & products liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) **we** will also pay any legal costs incurred prior to the date of such payment
- (e) in the case of Personal accident claims involving the death of an insured person have a post mortem carried out at **our** expense

Additional conditions apply to the Professional indemnity section are detailed in the section

1 All risks damage

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Business equipment

means business equipment belonging to ***you*** or for which ***you*** are legally responsible or which is entrusted to ***you***

Item(s) Insured

means the items insured as set out in the All risks section of the schedule to this policy

Cover

We will indemnify ***you*** in respect of ***damage*** to the ***items insured*** whilst ***you*** are engaged in ***your business*** anywhere in the ***geographical limits*** by any cause not specifically excluded happening during the ***period of insurance***

Exclusions

The cover provided by this section excludes

- (1) ***damage*** caused by or consisting of
 - (i) inherent vice latent defect depreciation gradually operating causes wear and tear frost its own faulty or defective design or materials faulty or defective workmanship by ***you*** or any of ***your*** employees or operational error or omission by ***you*** or any of ***your*** employees
But this shall not exclude subsequent ***damage*** which itself results from a cause not otherwise excluded
 - (ii) corrosion dust rust wet or dry rot contamination mildew shrinkage evaporation loss of weight dampness dryness marring scratching ***vermin*** change in temperature colour flavour texture or finish
 - (iii) erasure loss distortion or corruption of information on computer systems or other records programs or software
- (2) ***damage*** to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair
- (3) ***damage*** caused by the property undergoing any heating process or any process involving the application of heat
- (4) ***damage*** caused by or consisting of
 - a. acts of fraud or dishonesty
 - b. disappearance unexplained or inventory shortage misfiling or misplacing of information
- (5) ***damage*** consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (6) ***damage*** resulting from atmospheric and climatic conditions (other than ***storm*** or ***flood***)
- (7) ***damage*** attributable solely to change in the water table level
- (8) ***damage*** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

- (9) **damage**
 - a. resulting from cessation of work
 - b. occasioned by confiscation or destruction or requisition by order of the government or any public authority
- (10) **damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs
- (11) property more specifically insured
- (12) consequential loss of any kind
- (13) **damage** caused by or arising from **theft** where **you** or any member of **your** household or any of **your** partners or employees are concerned as principal or accessory
- (14) **damage** by **theft** from any unattended vehicle unless
 - a. the vehicle is locked at all points of access
 - b. there are visible signs of forcible and violent entry to the vehicle
 - c. the property (unless permanently fixed in position) is out of sight

Basis of settlement

We will pay up to the value of the **item(s) insured** at the time of the **damage** or at **our** option repair reinstate or replace the **item(s) insured** in accordance with the following

1 Reinstatement

Subject to the following Special conditions the basis upon which the amount payable in respect of property insured under this section is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose "reinstatement" means the repair or restoration of property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special conditions applicable to this basis of settlement

- 1 **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 2 No payment beyond the amount which would have been payable in the absence of this basis of settlement shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the property insured at the time of its **damage** shall be insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement
- 3 **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner
We shall not pay out in respect of any one of the **items insured** more than its sum insured
- 4 All the terms and conditions of the policy shall apply
 - (a) in respect of any claim payable under this basis of settlement except insofar as they are varied hereby
 - (b) where claims are payable as if this basis of settlement had not been incorporated

Limit of liability

The most **we** will pay in the aggregate for all claims in the **period of insurance** is detailed in the schedule

Memoranda

1 Index-linking

The sum insured by each **item insured** under this section will be adjusted in accordance with suitable indices selected by **us**

The annual renewal premium will be amended accordingly

In the event of **damage** index-linking will continue from the date of **damage** until the resulting claim is settled but **we** will not pay for increased costs which arise due to unnecessary delay on **your** part

2 Underinsurance

Unless otherwise shown in the schedule or elsewhere in this policy the sum insured by each **item insured** is subject to the following condition of underinsurance

If the property insured by any item of this section shall at the commencement of any **damage** to such property be collectively of greater value than such sum insured as adjusted for index-linking **you** will be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

2 Personal accident

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Accidental bodily injury

means bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

Act of terrorism

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

Deferment period

means the initial period specified in the schedule following ***accidental bodily injury*** during which the ***temporary partial disablement*** or the ***temporary total disablement*** benefit is not payable

Insured person

means as specified in the schedule

Loss of eye(s)

means permanent total and irrecoverable loss of sight

- (i) in both eyes resulting in the ***insured person's*** name being added to the Register of Blind Persons or
- (ii) in one eye which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses

Loss of hearing

means total and irrecoverable loss of hearing in one or both ears

Loss of limb(s)

means loss by permanent physical severance at or above the ankle or of the four fingers at or above the metacarpophalangeal joints or permanent total and irrecoverable loss of use of a complete leg foot arm or hand

Medical expenses

means the cost of medical surgical dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the ***insured person***

Permanent total disablement

- (a) In respect of an **insured person** who is an **employee**
means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)** or **loss of hearing**) from engaging in their usual profession trade business or occupation for which they are suited by knowledge training and experience which shall have lasted for 104 weeks and which in all probability will last for the remainder of life
- (b) In respect of an **insured person** who is an **authorised volunteer**
means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)** or **loss of hearing**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

Temporary partial disablement

- (a) In respect of an **insured person** who is an **employee**
means disablement from engaging in or giving attention to at least 50% of their usual profession trade business or occupation for which they are suited by knowledge training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement
- (b) In respect of an **insured person** who is an **authorised volunteer**
means disablement from engaging in or giving attention to any occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Temporary total disablement

- (a) In respect of an **insured person** who is an **employee**
means total disablement from engaging in or giving attention to their usual profession trade business or occupation for which they are suited by knowledge training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement
- (b) In respect of an **insured person** who is an **authorised volunteer**
means total disablement from engaging in or giving attention to any occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Cover

If during the **period of insurance** an **insured person** sustains **accidental bodily injury**

- 1 at any time if Cover A applies
 - 2 arising out of and in the course of **your business** if Cover B applies
- we** will pay the appropriate benefit

The schedule will show whether Cover A or Cover B applies

Scale of benefits

The level of benefits are shown in the schedule

If the benefits are expressed in units one unit provides the following

- 1 Death
£2,500
- 2 **Loss of limb(s)** or **loss of eye(s)** or **loss of hearing**
£2,500
- 3 **Permanent total disablement**
£2,500

4 **Temporary total disablement**

£25 per week

5 **Temporary partial disablement**

£10 per week

Exclusions

We shall not be liable for **accidental bodily injury**

- (1) arising from
 - (a) any consequence of suicide or deliberate self-injury intoxication sexually transmitted infections insanity pregnancy childbirth the influence of drugs unless such drugs are taken as prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction
 - (b) any health problem which **you** or the **insured person** know of or should have known about at the start of the insurance or when it was renewed and which has not been accepted by **us** in writing
 - (c) wilful exposure to needless peril (except in an attempt to save human life)
 - (d) any **insured person** taking part in practising or training for any of the following excluded activities
 - Aqualung diving
 - Flying (except as a fare-paying passenger) hang-gliding or parachuting
 - Hunting on horseback polo showjumping or steeple chasing
 - Driving riding or sailing in any kind of race
 - Riding motor cycles or motor scooters as a driver or passenger
 - Winter sports other than curling or ice-skating
 - Football (other than amateur Association) or rugby football
 - Mountaineering cliff or rock climbing abseiling subterranean or elastic rope sports or activities
 - Any pursuit or activity involving personal danger or hazard
 - Playing in any sport professionally
 - Service in the armed forces
- (2) sustained by any person under the age of 16 years or to any person after the expiry of the period of insurance in which that person attained the age of 80 years
- (3) directly or indirectly caused or contributed to by an **act of terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause
If **we** allege that by reason of this exclusion any **accidental bodily injury** is not covered by this policy the burden of proving the contrary shall be upon **you**
- (4) travel to a destination to which the Foreign and Commonwealth Office (FCO) has advised against all or all but essential travel before the journey commences

Limit of liability

The maximum amount **we** will pay in respect of all benefits under this policy in respect of all **insured person's** involved in the same accident shall not exceed £2,500,000 unless otherwise noted in the schedule

In the event that the amount of all benefits payable exceeds the maximum accumulation limit **our** liability in respect of each **insured person** shall be proportionately reduced until the total does not exceed that limit

Extensions

The insurance provided by this section is extended to include the following

1 Hospital benefit and Medical expenses

If **we** accept a claim for **accidental bodily injury** under this section **we** will pay

(a) **medical expenses** incurred by the **insured person**

Limit £2,500

(b) £20 a day up to £200 if as a result of the **accidental bodily injury** the **insured person** goes into hospital for in-patient treatment

2 Clothing and personal effects

If **we** accept a claim for **accidental bodily injury** under this section **we** will pay for the **insured person's** clothing and personal effects damaged at the same time up to an amount of £500 per person

This amount is in addition to any amount recoverable under any other section of this policy

3 Disappearance

If during the period of insurance an **insured person** disappears and his or her body is not found within 12 months and sufficient evidence is produced that leads **us** to the conclusion that the **insured person** sustained **accidental bodily injury** likely to have caused death **we** shall pay the death benefit under this insurance

If the **insured person** is subsequently found to be alive any amount already paid will be refunded by **you** to **us**

4 Exposure

If during the period of insurance an **insured person** sustains **accidental bodily injury** as a result of exposure to the elements **we** will pay **you** in accordance with the death and disablement benefits stated in the schedule

The following extension is optional and the schedule will show if it applies

5 Permanent partial disablement

If during the period of insurance an **insured person** sustains permanent partial disablement **we** will pay a percentage of the sum insured under the following benefit items

Loss of limbs item

The total loss or permanent and total loss of use of one of the following at or above a joint

- | | |
|------------------------|-----|
| (i) one thumb | 20% |
| (ii) one index finger | 15% |
| (iii) one other finger | 10% |
| (iv) one big toe | 10% |
| (v) one other toe | 5% |

Permanent total disablement item

(i) Permanent total deafness in both ears	50%
(ii) Permanent total deafness in one ear	20%
(iii) Permanent total loss of speech	50%
(iv) Permanent and total loss of use of one	
a. shoulder or elbow	20%
b. wrist	15%
c. hip or knee or ankle	20%

Special Conditions

- Benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement** or **temporary partial disablement**
- Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement** or **temporary partial disablement**
- Other than 2 above one benefit only shall be payable in respect of any one **insured person** in connection with the same accident
- A receipt given by **you** or by **your** legal personal representatives shall be a valid discharge of **our** liability under this section
- No compensation shall become payable until the total amount shall have been ascertained and agreed save that periodic payments on account of **temporary total disablement** or **temporary partial disablement** may be made by **us**
- The total amount payable under the permanent partial disablement extension in respect of any one **insured person** in connection with the same accident shall not exceed 100% of the benefit for **loss of limb(s)** or **permanent total disablement**

3 Liabilities

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Act of terrorism

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

Bodily injury

means bodily injury death disease or illness

Business

means that which has been described in the schedule and which is conducted solely from premises in the **geographical limits** including

- (a) the ownership repair and maintenance of **your** premises
- (b) the provision of catering social sports and welfare facilities for **employed persons** and first aid medical and ambulance services
- (c) the provision of fire and security services maintained only for the protection of premises owned or occupied by **you**
- (d) private work undertaken by an **employed person** with **your** prior consent for a director trustee partner or **employee of yours**
- (e) participation in trade shows or exhibitions within the European Union

but this does not include any work undertaken **offshore**

Data

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Employed person

means

- (a) any **employee**
- (b) any person supplied to or hired or borrowed by **you** or on **your** behalf or any work experience student or youth training scheme participant while under **your** direct control and supervision

Employee(s)

means any person under a contract of service or apprenticeship with **you** and **authorised volunteers**

Event(s)

means one occurrence or series of occurrences arising from or attributable to one source or original cause

Injury

means **bodily injury** wrongful arrest or false imprisonment

Legal costs

means

- (a) claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this section of the policy
- (b) (i) the costs of legal representation at
 - (1) any coroner's inquest or inquiry in respect of any death
 - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this section of the policy
- (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy incurred with **our** prior written consent

Offshore

means embarkation onto a vessel or aircraft for conveyance to an offshore rig platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig platform or service or accommodation vessel

Pollution or contamination

means **injury** or **damage** directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water land or the atmosphere

Principal

means any party (other than a director trustee partner officer committee member or **employee** of **yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of **products**) in connection with the **business**

Products

means goods (including containers and packaging) not in **your** custody or control sold supplied installed erected serviced repaired altered or treated by **you** in connection with the **business**

Any error in the sale supply or presentation of such goods is included in this definition

Property

means material property but this does not include **data**

You/ your/yours

means the **Insured** named in the schedule

Unless **we** specifically state otherwise **we** will also indemnify

- (a) **your** personal representatives in respect of legal liability incurred by **you**
- (b) at **your** request
 - (i) any **principal**
 - (i) any director trustee partner officer committee member or **employed person** of **yours** in respect of liability for which **you** would have been entitled to indemnity had the claim been made against **you**
- (c) any officer or member of **your** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
- (d) any director trustee partner or **employee** of **yours** in respect of private work carried out with **your** prior consent by an **employed person** for such director trustee partner or **employee**

We will not provide an indemnity to any medical or dental practitioner in respect of medical services provided

Cover 1 – Employers' liability

Cover

We will indemnify **you** against **your** legal liability to pay damages and **legal costs** in respect of **bodily injury** to an **employed person** caused during the **period of insurance** and arising out of and in the course of their employment with **you**

- (a) within the **geographical limits**
or
- (b) while temporarily outside these territories
in connection with the **business**

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees

You will repay any sums paid by **us** which **we** would not have been obliged to pay but for the provisions of such law

Employers' liability exclusion

No indemnity will be provided in respect of any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

Limit of liability

This insurance is provided on a 'Costs Inclusive' basis

This means that **legal costs** are included within the limit of indemnity specified below

The total amount **we** will pay in respect of

- (a) any one **event** which is directly or indirectly caused by results from or is in connection with an **act of terrorism** shall not exceed £5,000,000
If **we** allege the **bodily injury** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**
- (b) any other **event** shall not exceed the limit of indemnity shown in the schedule

Employers' liability extension

The following is subject to the terms of the policy

Unsatisfied court judgements

Where a judgement for damages has been obtained

- (a) by one of **your employees** or their personal representatives in respect of **bodily injury** caused during any period of insurance and which arises out of and in the course of their employment with **you**
- (b) in any court situated within the **geographical limits**
- (c) against any company or individual operating from premises within the **geographical limits**
- (d) which remains unsatisfied in whole or in part six months after the date of the judgement **we** will at **your** request pay to the **employee** or their personal representatives the amount of damages and any awarded costs which remain unsatisfied subject to there being no appeal outstanding

Any payment under this extension is conditional upon the judgement being assigned to **us** by the **employee** or their personal representatives

Cover 2 – Public & products liability

Cover

We will indemnify **you** against **your** legal liability to pay damages arising out of

- (a) accidental **injury** of any person
 - (b) accidental **damage** to **property**
 - (c) nuisance trespass to land trespass to goods or interference with any easement of air light water or way
- We** will not provide indemnity in respect of any liability which arises from any deliberate act or omission by **you** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of **your business** happening during the **period of insurance** and caused either in connection with the **business** or by **products**

We will in addition indemnify **you** against **legal costs** other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances **legal costs** shall be included within the limit of indemnity

Public & products liability exclusions

No indemnity will be provided in respect of

- (1) any liability connected with any error or omission in the provision of professional services
- (2) any liability in respect of **bodily injury** to any **employed person** arising out of and in the course of their employment with **you** in connection with the **business**
- (3) any liability arising from **damage** to **property** which is owned or held in trust by **you** or which is in **your** custody or control

Exclusion (3) will not apply in respect of

 - (a) personal effects including vehicles and their contents belonging to residents **employees** directors trustees partners or visitors
 - (b) premises and their contents not owned by leased or rented by **you** at which **you** are undertaking work in connection with the **business**
 - (c) premises including fixtures and fittings hired by or leased rented or borrowed by **you** but **we** shall not be liable for
 - (i) the first £250 of any **damage** other than caused by fire or explosion
 - (ii) any liability arising solely under the terms of any contract or agreement
 - (iii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings
- (4) any liability arising from ownership possession or use by **you** or on **your** behalf of
 - (a) any mechanically propelled vehicle but (except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of
 - (i) the use of plant as a tool of trade on site
 - (ii) the use of plant at **your** premises
 - (iii) the loading or unloading of any vehicle

- (iv) the movement of any vehicle not belonging to **you** which is interfering with the execution of the **business**
- (b) any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast
- (5) any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **period of insurance**
For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (6) any liability arising from advice design or specification provided for a fee or for which a fee would normally be charged
- (7) **damage** to or the costs of recall removal repair alteration replacement or reinstatement of any **product** supplied or contract work executed by **you** which is caused by
 - (a) a defect
 - (b) its unsuitability for its intended purpose
- (8) any liability arising from any contract in respect of **products** supplied or contract work executed by **you** unless liability would have attached in the absence of that contract
- (9)
 - (a) fines or penalties
 - (b) liquidated damages
 - (c) any compensation awarded by a court of criminal jurisdiction
 - (d) multiplied aggravated exemplary or punitive damages
- (10) any liability arising from
 - (a) the ownership or use by **you** or on **your** behalf of any premises situated in the United States of America or Canada
 - (b) **products** sold or supplied on **your** behalf from any premises situated in the United States of America or Canada
 - (c) **products** exported by **you** or on **your** behalf to the United States of America or Canada
- (11) any liability arising from
 - (a) **products** incorporated in any craft designed to travel through air or space
 - (b) **products** incorporated in any waterborne craft which could affect its safety navigation or propulsion
 - (c) **products** incorporated in mechanically propelled vehicles which could affect their safety
 - (d) **products** incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation and which have been specifically supplied by **you** for that purpose
- (12) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union
- (13) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos**
However this shall not apply where removing handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and
 - (a) **you** have complied with any legal obligations to manage **asbestos** and
 - (b) any discovery of **asbestos** by **you** is unintentional and accidental and
 - (c) whereupon discovery of **asbestos** all work immediately stops and
 - (d) a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out

- (14) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**
- (15) any liability arising from damage to property where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause
- (16) any liability directly or indirectly caused by resulting from or in connection with an **act of terrorism** arising at
 - (a) premises of 40 storeys or more
 - (b) sports stadia exhibitions theatres or music venues where attendance may exceed 2,500 people at any one time

Limit of liability

This insurance is provided on a 'Costs in Addition' basis

This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **legal costs** are payable in addition to the limit of indemnity specified below

The total amount **we** will pay in respect of damages for

1. any one **event** (and all **events** happening during any period of insurance caused by **products**) which is directly or indirectly caused by or results from or is in connection with an **act of terrorism** or any action taken in controlling preventing suppressing or in any way relating to an **act of terrorism** shall not exceed the Public & products limit of indemnity as stated in the schedule or £5,000,000 whichever is the less
If **we** allege that the **injury** or **damage** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**
2.
 - (a) any one **event**
 - (b) all **events** happening during any period of insurance caused by **products**
 - (c) all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance

shall not exceed the limit of indemnity shown in the schedule

Where **we** are liable to indemnify more than one person the total amount of indemnity to all parties including **you** in respect of damages arising from one **event** shall not exceed the limit of indemnity shown in the schedule

Public & products liability extensions

Each of the following is subject otherwise to the terms of this policy

1 Cross liabilities

If **you** consist of more than one party (and in the case of partnerships this shall mean each individual partner) **we** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one **event** not exceeding the limit of indemnity

2 Contingent motor liability

Notwithstanding exclusion (4) regarding vehicles **we** will indemnify **you** alone in respect of legal liability for **injury** or **damage** arising out of the use by any **employee** in the course of the **business** of any mechanically propelled vehicle which is neither owned by nor provided by **you**

We will not provide an indemnity in respect of

- (a) **damage** to such vehicle or any **property** contained or being transported within it
- (b) **injury** or **damage** arising while the vehicle is being driven by **you** or any person who to **your** knowledge does not hold a licence to drive such a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence)
- (c) circumstances where **you** are entitled to indemnity under any other insurance
- (d) **injury** or **damage** arising outside the **geographical limits**

3 Data Protection

Data Protection extension

Definition specific to this extension

Data protection legislation

means the Data Protection Act 1998 or any subsequent legislation that specifically replaces this act

We will indemnify **you** against **your**

- 1 legal liability to pay damages and **legal costs** for material and non-material damage
 - 2 defence costs and prosecution costs awarded against **you**
- resulting from any breach or alleged breach of **data protection legislation** happening during the period of insurance arising out of the conduct of **your business**

We will not provide any indemnity in respect of

- (a) the payment of fines penalties punitive or exemplary damages
- (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 by **you**
- (d) liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to you at the inception of this extension
- (e) legal liability where indemnity is provided by any other insurance

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim first made against **you** in the period of insurance in respect of **data protection legislation** then the indemnity provided by this extension is extended to indemnify **you** provided that **we** shall not be liable for

- i) claims not insured by this extension
- ii) any claim or notice notified later than twenty-eight days after receipt of such claim or notice

The total amount **we** will pay in respect of

- 1 shall not exceed the limit of indemnity shown on the schedule
- 2 shall not exceed £100,000 any one claim and in the aggregate any one period of insurance

4 Defective Premises Act

We will indemnify **you** against legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **injury** or **damage** in connection with premises or land disposed of by **you**

No indemnity will be provided

- (a) if **you** are entitled to indemnity under any other insurance
- (b) in respect of the cost of remedying any defect or alleged defect in the premises disposed of

5 Overseas personal liability

We will indemnify **employed persons** and the families of such **employed persons** in respect of personal liability for **injury** or **damage** arising other than in connection with the **business** or any business of the person claiming indemnity while such persons are temporarily outside the **geographical limits** in connection with the **business**

No indemnity will be provided by this extension

- (i) for any liability which attaches solely because of a contract
- (ii) arising out of the ownership or occupation of land or buildings
- (iii) where indemnity is provided by any other insurance
- (iv) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
- (v) arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

The total amount **we** will pay for damages for any one **event** is the limit of indemnity as stated in the schedule or £5,000,000 whichever is the less

6 Additional clean-up costs Definitions specific to this extension

Environmental legislation

means any legislation enacted within the United Kingdom governing the

- (i) prevention and control of pollution and contamination
- (ii) protection of the environment

Regulatory authority

means any statutory authority regulator or legal body which has authority under **environmental legislation** to legally require or order **remediation** or to conduct **remediation** itself and to recover the costs of doing so from others

Remediation

means the minimum level of works or operations necessarily conducted under the provisions of the **environmental legislation** to investigate treat remove dispose of curtail or minimise pollution but this will not include any works or operations

- (i) to reinstate reintroduce or restore flora or fauna
- (ii) to restore natural habitats or species protected by **environmental legislation** or the services that those natural habitats or species perform
- (iii) which improve the state or condition of land or water in comparison with its state or condition immediately prior to the incident that caused the **pollution or contamination**

We will indemnify **you** against **your** legal liability in respect of the cost of

- (a) **remediation** which **you** are legally required or ordered to conduct by a **regulatory authority**
- (b) reimbursing a **regulatory authority** where **remediation** has been conducted by or on behalf of the **regulatory authority**

arising from **pollution or contamination** caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific point in time and place during the **period of insurance** and in connection with the **business**

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

You shall be liable for 10% of the cost of any claim giving rise to indemnity under this extension subject to a minimum contribution of £2,500

The maximum amount payable under this extension shall not exceed £1,000,000 in the aggregate in respect of all incidents occurring during the **period of insurance**

Exclusion

No indemnity will be provided in respect of the removal or disposal of any waste deposited by or on **your** behalf

7 Libel and slander

This insurance covers only those losses which arise from claims made against **you** during the **period of insurance**

We will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of or caused by

- (i) the publication or utterance by **you** or on **your** behalf of a libel or slander
- (ii) infringement of trademark registered design copyright or patent right

Provided that a claim is first made against **you** during the **period of insurance**

The most **we** will pay under this extension is £250,000 in any one period of insurance

All claims arising from a single libel slander or infringement will be deemed to have been made during the period in which the claim was accepted by **us**

We will not provide any indemnity in respect of

- (a) liability where indemnity is provided by any other insurance
- (b) liability assumed by agreement unless liability would have attached without such agreement
- (c) the consequences of any circumstances known to you at the commencement of this cover which may give rise to a claim
- (d) criminal or intentional libel slander or infringement
- (e) any damages costs or expenses brought about by the personal spite or ill will of **you** towards a claimant
- (f) publication or utterances made at the direction of any party entitled to indemnity by this section with the knowledge of the libellous or slanderous effect thereof
- (g) any legal actions in a court of law outside the **geographical limits**

Liability section extensions

If in force the covers of this section are extended for the following and are subject to the terms conditions and exclusions of the relevant cover

1 Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any of **your** directors trustees or partners £500

Any **employee** £250

2 Corporate manslaughter defence costs

We will indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the **period of insurance** in the course of the **business**

Provided that

- (a) **our** liability under this extension shall not exceed £5,000,000 in any one period of insurance
This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- (b) if this policy provides Legal expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal expenses section
- (c) where **we** have already provided an indemnity in respect of any legal costs incurred in the defence of any criminal proceedings arising out of the same **event** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by **us** will be taken into account in calculating **our** liability under this extension
- (d) **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf
- (e) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided

- (i) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
However this exclusion shall not apply in the circumstances outlined in proviso (b)
- (ii) in respect of any proceedings which result from **your** deliberate act or omission or deliberate act or omission of any trustees managerial employees partners directors of **yours** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (iii) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

3 Prosecution defence costs

We will subject to the limit of indemnity indemnify **you** in respect of

- (a) legal costs and expenses incurred with **our** written consent
- (b) costs awarded against **you**
in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of
 - (i) the Health & Safety at Work etc. Act 1974
 - (ii) Part II of the Consumer Protection Act 1987
 - (iii) the Food Safety Act 1990
 alleged to have been committed during the **period of insurance** in connection with the **business**

We will not provide any indemnity

- (a) where indemnity is provided by any other insurance
- (b) in circumstances where **injury** or **damage** has occurred which may be the subject of a claim under either the employers' liability or public liability covers of this section (apart from this extension)
- (c) in respect of fines or penalties of any kind

- (d) in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
- (e) where the proceedings have resulted from any deliberate act or omission by
 - (i) **you** or any director trustee or partner of **yours**
 - (ii) any **employee** of **yours** who has specific responsibility for compliance with the above legislation which could reasonably have been expected to constitute a breach of the above legislation

The total amount **we** will pay in respect of any one claim shall not exceed £500,000

Memorandum

Adjustment of premium

If any part of the premium has been calculated on estimates **you** shall within 30 days from the expiry of each **period of insurance** supply to **us** such information as **we** may require

The premium for such period will be adjusted and the difference paid by or allowed to **you** subject to any minimum premium

4 Professional indemnity

The schedule will show if this section applies and the cover in force

Note (not forming part of the policy)

Cover is on a 'claims made' basis, which means it covers claims made against you – and notified to us – during the period of insurance. It is therefore most important that as soon as you become aware of any claim being made against you, or any circumstances that might reasonably be expected to bring about a claim, you notify us in writing.

Definitions

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Act of terrorism

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

Business

means the professional services performed or the advice given by **you** in relation to those activities declared to and agreed by **us**

Claim

means

- (a) any demand made of or assertion of a right against **you** which is communicated to **you** in writing
- (b) costs under Cover 2(a) or Cover 3

Clinical trials

means systematic studies in humans in order to discover and/or verify the effects and/or reactions of substances including but not limited to medical pharmaceutical or similar products drugs and the like

Document

means all and any records arising from **your business** whether kept in paper (excluding **money**) magnetic or electronic form for which **you** are legally responsible whilst in **your** custody or in the custody of any person other than the owner to or with whom they have been entrusted lodged or deposited by **you** in the ordinary course of **your business**

Employee

means any person other than a partner principal director or member of **yours** who has been is or shall be under a contract of service or apprenticeship supplied to hired or borrowed by **you** or under any work experience or similar scheme or any **authorised volunteers** whilst employed or engaged by **you** and under **your** control in connection with **your business**

Insureds / you / your / yours

means the Insured named in the schedule including

- (a) its principals partners directors or members
- (b) any former partner director or member
- (c) the legal representatives estate or heirs of (a) or (b) in the event of their bankruptcy incapacity or death
- (d) **subsidiary companies**

We will also indemnify at **your** request any **employee** in respect of liability for which **you** would have been entitled to indemnity had the claim been made against **you**

Money

means stamps currency bank notes and instruments cheques travellers cheques postal orders money orders securities and the like

Notified

means that notice is sent in writing by **you** (or **your** insurance agent) to and received by **us**
Notice is not valid if given by any third party (other than **your** insurance agent)

Retroactive date

means the date which is the same as the date of the commencement of the **period of insurance** unless otherwise stated in the schedule

Subsidiary companies

means any company or companies that is **your** subsidiary as defined by the Companies Act 2006

Wrongful act

means any negligent act negligent error negligent omission or negligent breach of duty

Cover

Cover 1 - Legal liability

We shall indemnify **you** in respect of any settlement damages interest and claimant's costs arising from any **claim** first made against **you** and **notified** during the **period of insurance** and which arises out of the conduct of **your business** by reason of

- (a) a **wrongful act** committed by
 - (i) **you**
 - (ii) any **employee**
 - (iii) any other person firm or company directly appointed by **you** and acting for or on **your** behalf
- (b) any dishonest or fraudulent act or omission on the part of any **employee**
- (c) libel or slander committed unintentionally by
 - (i) **you**
 - (ii) any **employee**
- (d) any unintentional breach of confidentiality committed by
 - (i) **you**
 - (ii) any **employee**
 - (iii) any other person firm or company directly appointed by **you** and acting for or on **your** behalf
- (e) any other civil liability unless otherwise excluded

Cover 2 - Loss of documents

We shall indemnify **you** for

- (a) reasonable and necessary costs incurred in restoring or replacing
- (b) any settlement damages interest and claimant's costs arising from a **wrongful act** involving any **document** which has been unintentionally destroyed damaged lost or mislaid during the **period of insurance** (and which after diligent search cannot be found) the occurrence of which has been **notified** during the **period of insurance**

Cover 3 - Defence costs and expenses

We shall indemnify **you** for all defence costs and expenses in

- (a) the defence investigation or settlement of any **claim** which falls to be dealt with under Cover 1 or Cover 2(b)
- (b) the investigation of any circumstance **notified** to **us** under condition 1 which may give rise to a **claim** incurred by or on behalf of **you** with **our** prior written and continuing consent (such consent not to be unreasonably withheld) but not including **your** own costs and expenses or any value attributable to the time spent by **you** or any **employee** in dealing with a **claim** or a circumstance

Limit of indemnity

Unless otherwise stated the limit of indemnity as shown in the schedule for this section of the policy is the maximum amount **we** shall pay irrespective of the number of **claims** claimants or losses

In respect of Cover 2(a) an aggregate sub-limit of indemnity of £250,000 shall apply in respect of all such losses in any one period of insurance

Where **we** are liable to indemnify more than one person the total amount of indemnity to all parties including **you** shall not exceed the limit of indemnity

Defence costs and expenses under Cover 3 are included in the limit of indemnity and are subject to the **excess**

All payments made by **us** in respect of Cover 1 and Cover 2 or any endorsement or otherwise shall erode the limit of indemnity for all **claims** in the aggregate under this section of the policy

All **claims** (including costs sought under Cover 2(a)) whether made against **you** or sought by one or more **Insureds** wholly or substantially arising from or having any connection with or relation to

- (a) the same event occurrence act error omission or breach of duty or having the same originating or underlying cause
- (b) a series of events occurrences acts errors omissions or breaches of duty having the same originating or underlying cause
- (c) the acts errors omissions or breaches of a single person or persons acting together or in which such person or persons is or are concerned or implicated

shall be deemed to be one **claim** or single application for costs under Cover 2(a) for the purposes of deciding the applicable limit of indemnity and the application of the **excess** under this section of the policy

We shall be the sole judge as to whether these provisions shall operate in relation to any **claim** or application for costs

Extensions

The following extension is subject to the terms of the policy

1 Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a **claim** under this section of the policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any principal partner director or member	£500 per day
Any employee	£250 per day

2 Public relations crisis management

In the event of any incident occurring during the **period of insurance** which results or could result in adverse publicity **we** will pay the reasonable costs necessarily incurred by **you** with **our** prior consent of employing a marketing and/or public relations firm to help minimise the risk of damage to **your** reputation

Provided that

- (a) the incident in **our** opinion could result in a claim under this section of the policy
- (b) **you** take all reasonable measures to avoid or mitigate adverse publicity

Limit

The maximum amount **we** will pay under this extension is £25,000 any one incident and in the aggregate in any one **period of insurance**

3 Representation Costs

We will indemnify **you** in respect of reasonable costs and expenses incurred by **you** for representation at properly constituted hearings tribunals or proceedings provided that

- (a) such costs and expenses are incurred with **our** prior written consent and
- (b) the subject of the hearing tribunal or proceeding may become a **claim** under this section of the policy

Limit

The maximum amount **we** will pay under this extension is £25,000 in the aggregate in any one **period of insurance**

Exclusions

We shall not have any liability under this section of the policy for or directly or indirectly arising out of or in any way connected with

- (1) any **claim** or circumstance which may give rise to a **claim** which was or ought to have been known to **you** prior to the **period of insurance**
 - (a) bodily injury sickness disease emotional distress (other than emotional distress arising from any libel or slander) mental anguish mental stress or the death of any person unless caused directly by a **wrongful act**
 - (b) bodily injury sickness disease emotional distress mental anguish mental stress or the death of any person receiving medical advice diagnosis or treatment

- (3) any actual or alleged physical abuse sexual harassment or sexual molestation
- (4) any damage to or destruction or loss of any property (except as provided by Cover 1(b) and Cover 2(a)) including loss of use unless directly caused by a **wrongful act**
- (5) any trading losses or trading liabilities incurred by **you** or any business managed by or carried on by or on behalf of **you**
- (6) any regulatory or disciplinary investigations or proceedings
- (7) (a) fines or penalties
(b) liquidated damages
(c) any compensation awarded by a court of criminal jurisdiction
(d) multiplied aggravated exemplary or punitive damages
- (8) Any **claim** or circumstance arising from or connected with the dishonest or fraudulent act or omission of any former or present partner principal director member consultant or sub-contractor of **yours**
 - (a) in respect of any person committing or condoning such dishonest or fraudulent act or omission
 - (b) in the amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives
 - (c) arising after the discovery of reasonable cause for suspicion of dishonesty or fraud by the dishonest or fraudulent person or persons
 - (d) in the amount equivalent to
 - (i) any monies owed by **you** to any person committing condoning or contributing to the dishonest or fraudulent act or omission and
 - (ii) any monies held by **you** and belonging to such person
 - (iii) any monies recovered in accordance with Condition 3 of this section of the policy
- (9) any liability of **yours** as a director officer and/or trustee in **your** respective capacities as a director officer and/or trustee
- (10) any liability under any contract where the liability under the contract exceeds the liability **you** would have at law without the contract
- (11) the work of any **employee** supplied by **you** unless **you** have breached a duty of care in supplying them
- (12) any actual or alleged liability whatsoever directly or indirectly arising out of resulting from or in consequence of or in any way involving or connected with asbestos or any materials containing asbestos in whatever form or quantity
- (13) the ownership possession or use of any aircraft watercraft hovercraft motor vehicle trailer or other means of transport or any buildings structures premises or land or any property (mobile or immobile)
- (14) any claim for which legal action is brought outside the European Union Channel Islands or Isle of Man
- (15) any performance warranty guarantee penalty clause liquidated damages clause or similar provision unless **your** liability would have existed to the same extent in the absence of such warranty guarantee or clause or similar provision
- (16) any circumstance concerning or **claim** brought by **you** or on **your** behalf or any parent or subsidiary company of **yours** or any person having a financial executive or controlling interest in **you** (unless the financial interest is less than 5%) or by or on behalf of any entity controlled or managed by **you** or where **you** have greater than a 5% financial interest or where **you** have accepted a financial interest irrespective of the amount in any entity in exchange for fees incurred
- (17) any breach of any obligation owed by **you** as an employer to any **employee** or former **employee** or applicant for employment
- (18) any contract for the provision of goods or services to **you** or any goods or products sold supplied made constructed installed maintained repaired altered or treated by **you** or on **your** behalf unless such **claim** or circumstance is a direct result of the negligent design and/or negligent specification of **yours** or any **employee** or any other person firm or company directly appointed by **you** and acting for **you** or on **your** behalf
- (19) any passing-off or infringement of copyright design right registered design trademark or patent

- (20) any act error or omission committed or any loss suffered or costs incurred or any liability arising prior to the **retroactive date**
- (21) **your** insolvency or bankruptcy
- (22) (a) the failure of any computer or other electronic processing device or of any program instruction or data for use in any computer or other electronic processing device equipment or system to function in the way expected or intended
- (b) the transmission or receipt of any virus program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance
- (23) any depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets and any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments or in connection with any investment advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation by an appropriate statutory authority
- (24) any repair replacement or reconstitution cost of any **document** directly or indirectly occasioned by any government or public or local authority action or order or resulting from wear or tear the action of vermin gradual deterioration or magnetic flux or loss of magnetism (except where caused by lightning)
- (25) **clinical trials** and/or the administration of drugs and/or medicines
- (26) Any claim where **you** would be entitled to indemnity under the Public and products liability section of this policy
- (27) any matter in respect of which indemnity is provided by any other insurance
- (28) any loss damage cost or expense
- (a) directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (b) of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**
- If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

Conditions

- (1) It is a **condition precedent to liability** under this section of the policy that **we** must be **notified** in writing as soon as practicable during the **period of insurance**
- (a) of any **claim**
- (b) regardless of any previous notice of receipt of any formal document commencing legal proceedings copies of all such documents being provided with such notification
- (c) of any circumstance of which **you** shall become aware which may give rise to a **claim**
- (d) of any circumstance of which **you** shall become aware which may give rise to an entitlement to be indemnified under this policy
- In the event that **we** are **notified** during the **period of insurance** of any circumstance which in **our** reasonable opinion may give rise to a **claim** then any subsequent **claim** which arises directly from the circumstance so **notified** shall be deemed to have been made during the **period of insurance**
- (2) It is a **condition precedent to liability** under this section of the policy that
- (a) **you** must promptly provide to **us** full details concerning any **claim** and any circumstance which may give rise to a **claim** and any circumstance where **you** have requested to be indemnified under this section of the policy and provide such co-operation and assistance as **we** and **our** representatives legal advisers or agents may reasonably require

- (b) **you** and any **employee** (or any person firm or company acting for **you** or on **your** behalf) shall ensure that all documents relevant to any **claim** and any circumstance which may give rise to a **claim** shall not be destroyed or otherwise disposed of
- (c) **you** (or any **employee** or any person firm or company acting for **you** or on **your** behalf) shall not without **our** prior written approval admit liability for compromise settle or make any offer or payment in respect of any **claim** or any circumstance likely to give rise to a **claim** or any circumstance where **you** have requested to be indemnified under this section of the policy
- (d) **you** shall pay any **excess** applying
- (3) Where a **claim** or circumstance against **you** involves the dishonest or fraudulent act or omission of any **employee**
 - (a) **you** shall at **our** request and expense take all reasonable steps to obtain reimbursement from such person
 - (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from **you** or any monies of such persons held by **you** shall not be repaid
 - (c) nothing in this policy shall preclude **us** from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission
 - (d) no indemnity will be provided to any person committing or condoning such dishonest or fraudulent act or omission
 - (e) no payment shall be made by **us** under this section of the policy until after the final ascertainment of the amount of any recovery from the dishonest or fraudulent person or persons or their estates or legal representatives
- (4) **We** shall be entitled but not obliged to take over the investigation defence and settlement of any **claim** and any circumstance likely to give rise to a **claim** and any circumstance where **you** have requested to be indemnified under this section of the policy
We shall have full discretion in the handling thereof (notwithstanding that a dispute may have arisen between **us** and **you**) provided always that **you** shall not be obliged to defend any legal proceedings unless a Queen's Counsel (to be mutually decided upon by **us** and **you**) shall advise that such proceedings can be contested with a reasonable prospect of success
- (5) Upon operation of this policy in relation to any **claim** or circumstance **we** shall be subrogated to all **your** rights of recovery against any third party provided always that **we** shall not exercise any such rights against any **employee** or former **employee** unless the loss in respect of which indemnity is provided under this section of the policy was caused or contributed to by a fraudulent dishonest or malicious act or omission by the **employee** or former **employee**
You shall without charge provide such assistance as **we** may reasonably require in any subrogation and shall at all times protect and preserve any rights of recovery to which **we** would become subrogated under this section of the policy
You agree that at **our** option **we** may have the conduct of any proceedings to recover monies paid or payable by **us** whether or not **you** have an interest in such proceedings by reason of any uninsured losses

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the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million (1990–1999) and is projected to increase by a further 1.5 million by 2010 (Office of National Statistics 2000).

There is a growing awareness of the need to develop strategies to meet the needs of the ageing population. The Department of Health (1999) has identified the need to develop a new paradigm of care for the ageing population, one that is based on the concept of 'active ageing' and 'active living'.

The concept of 'active ageing' is defined by the World Health Organization (1999) as 'the process of maximizing the opportunities for health, participation and security in old age'.

The concept of 'active living' is defined by the Department of Health (1999) as 'the process of maximizing the opportunities for health, participation and security in old age'.

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(FEB 2018)

