

# Select for Local Councils

## Policy document



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# Data protection statement

Not applicable to parts J and P

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

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

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

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

A full copy of our data protection statement can be viewed via [www.zurich.co.uk/dataprotection](http://www.zurich.co.uk/dataprotection)

## How you can contact us

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

# Important notes

Not applicable to parts J, K and P

## Fraud prevention and detection

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

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

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

## Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE) and the Vehicle Salvage & Theft Data (formerly known as MIAFTR), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

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

This helps to check information provided and prevent fraudulent claims.

## Employers' Liability Tracing Office (ELTO)

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

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

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

## Motor Insurance Database

We work in partnership with the Motor Insurers' Bureau (MIB) and associated not-for-profit companies who provide several services on behalf of the insurance industry. At every stage of your insurance journey, the MIB will be processing your personal information and more details about this can be found via their website: [mib.org.uk](http://mib.org.uk).

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

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

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

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

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

# Our complaints procedure

Not applicable to parts J and P

## **Our commitment to customer service**

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

## **Who to contact in the first instance**

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

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

## **Many complaints can be resolved within a few days of receipt**

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

The following steps are not applicable to part K

## **Next steps if you are still unhappy**

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

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

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

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

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

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

# The Financial Services Compensation Scheme (FSCS)

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

# Helpline Services

## Risk Management Advice Line Call – 0800 302 9052

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

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

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

## ARAG Helplines, Employment Manual and ARAG Businesslaw

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

## Meaning of words

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

### Business

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

### Insured

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

### We, Us, Our, ARAG

ARAG Legal Expenses Insurance Company Limited.

## Commercial Legal Advice – 0117 934 2116

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

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

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

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

## Tax Advice – 0117 934 2116

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

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

## Counselling service – 0117 934 2121

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

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

## Employment Manual

The ARAG Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit [www.arag.co.uk/customer/business-legal-expenses-insurance/employment-manual](http://www.arag.co.uk/customer/business-legal-expenses-insurance/employment-manual)

If the **insured** would like notifications of when updates are made to the Employment Manual, please email ARAG at [employmentmanual@arag.co.uk](mailto:employmentmanual@arag.co.uk) quoting the **insured's** policy number.

## ARAG Businesslaw

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

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

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

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

### How do I get started?

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

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

## Data protection

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. Please refer to [www.arag.co.uk/privacy](http://www.arag.co.uk/privacy) for ARAG's privacy notice and details of the **insured's** rights.

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

# Your Select for Local Councils policy

Applicable to the whole policy except part K

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

This policy and any schedule, endorsement and certificate should be read as if they are one document.

**We** will insure **you** under those parts stated in the schedule during any period of insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Where more than one party is insured under this policy or any part, whether on a joint, composite or any other basis and irrespective of whether separate contracts are deemed to have been issued to each party, and save for any loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability which is expressly stated to apply to any particular insured, then **we** will not pay more than the applicable loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability irrespective of the number of parties claiming and/or contracts deemed to have been issued. Any payment or payments by **us** to any one or more insured parties will reduce to the extent of that payment **our** liability to all parties insured and once a loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability has been paid, no additional payments or claims will be paid.

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

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

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

Please read this policy and any schedule, endorsement and certificate carefully and contact **us** if they do not meet **your** needs.

Applicable to part K

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

In this **contract**:

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

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

## Law applicable to this contract

Not applicable to parts I, J and P

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

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

# General definitions (not applicable to part K)

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

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

## Average

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

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

## Buildings

The buildings at the **premises** including:

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

## Business

The business specified in the schedule including:

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

## Communicable Disease

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

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

## Computer Equipment

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

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

## Consequential Loss

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

## Contents

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

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

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

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

**Contents** excludes:

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

## Damage

Material loss, destruction or damage.

## Data Processing System

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

## Defined Peril

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

## Denial of Service Attack

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

## Employee

Any person who is:

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

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

## Event

All occurrences causing injury, damage or other loss arising out of one original and identifiable cause that happens at a fixed time and place.

## Excess

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

## Hacking

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

## Insured

As specified in the schedule to this policy.

## Insurer

In respect of:

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

## Member

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

## Money

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

## Nuclear Installation

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

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

## Nuclear Reactor

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

## Premises

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

## Property

Material property.

## Territorial Limits

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

## Terrorism

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

**Unoccupied**

Vacant, empty, untenanted or not in use.

**Virus or Similar Mechanism**

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

**Volunteer**

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

# General exclusions (not applicable to part K)

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

## 1. Communicable diseases

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

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

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

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

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

## 2. Data related performance and functionality

Not applicable to parts D, G, H, I, J, N, O and R

loss or damage, additional expenditure or extra expenses, legal liability, fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

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

whether such **data processing system** is the **insured's** property or not but in respect of all insurances other than part F this will not exclude subsequent **damage** or **business interruption** which itself results from a **defined peril**

## 3. Northern Ireland civil commotion

Not applicable to parts E, F, G, H, I, J, K, L, M, N, O and P

loss, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.

## 4. Nuclear and war risks, government or public authority order and sonic bangs

Not applicable to part O

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

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon 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 but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
  - i) war, invasion, mutiny, acts of foreign enemies, hostilities or war-like operations whether war be declared or not, civil war, civil commotion assuming the proportions of or amounting to a popular rising, rebellion, revolution, insurrection, military or usurped power, military rising or martial law
  - ii) nationalisation, confiscation, requisition, seizure or destruction by or under the order of any government or public or local authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

Provided always that:

- i) exclusions a), b), c) and d) will not apply to part G except where the **insured** has undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury
- ii) exclusions e) and f) will not apply to part G
- iii) exclusion e) will not apply to part I in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs
- iv) exclusion f) will not apply to part I

## 5. Terrorism

Not applicable to parts D, E, F, G, H, I J, N and O

loss, damage, cost or expense, directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism**.

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

# General provisions

## 1. Limit of liability

In the event of loss, damage, cost or expenses as insured under parts A, B, C, D and R arising from any one **event** the maximum liability of the **insurer** will not exceed £50,000,000 in the aggregate.

## 2. Sanctions

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

# General conditions (not applicable to part K)

## 1. Arbitration

Not applicable to parts J and P

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

## 2. Cancellation

- a) The **insurer** may cancel this policy or any part or portion thereof other than any coverage in respect of war or strikes risks under part P by giving 30 days notice in writing by special delivery mail to the **insured** at the **insured's** last known address.
- b) The **insurer** may cancel any coverage in respect of war or strikes risks provided under part O by giving 7 days notice in writing by special delivery mail to the **insured** at the **insured's** last known address.

In the event of a) or b) the **insured** will be entitled to a pro rata return of premium calculated from the date of cancellation.

## 3. Claims procedures

Not applicable to part O

### a) The Insured's Responsibilities

It is agreed that:

- i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim the **insured** will:
  - 1) as soon as reasonably possible give notice to the **insurer**; and
  - 2) preserve any damaged or defective property for examination by the **insurer's** representatives unless the **insurer** has authorised the **insured** to dispose of such property; and
  - 3) as soon as reasonably possible notify the police in respect of any **damage** caused by theft, attempted theft or malicious persons; and
  - 4) as soon as reasonably possible forward to the **insurer** any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against the **insured**; and
  - 5) take action to minimise **damage** and to avoid interruption or interference with the **business** and to prevent further **damage** or injury; and
  - 6) at the **insured's** own expense and:
    - A) within 7 days of **damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
    - B) as soon as reasonably possible:
      - a) after the expiry of the Indemnity Period in respect of part B
      - b) in respect of any other **damage**, interruption or interference with the **business** or injury or disease
- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without the **insurer's** written consent.

### b) Insurer's rights

The **insurer** will:

- i) be entitled to take over the defence or settlement of any claim made against the **insured** or any person entitled to indemnity under this policy and the **insured** will give all assistance as may be reasonably required by the **insurer**; and
- ii) have the right to enter the **premises** where the **damage** has occurred and to keep possession of any of the **property** insured and to deal with the salvage in a reasonable manner but the **insured** will not be entitled to abandon any **property** to the **insurer**; and

- iii) be entitled to take the benefit of any rights of the **insured's** against any other party before or after the **insured** has received indemnification under this policy and the **insured** will give all assistance as may be reasonably required by the **insurer**; and
- iv) not be bound if the **insurer** elects to reinstate or replace any **property** to reinstate or replace it exactly or completely but only as circumstances permit and in a reasonably sufficient manner and will not in any case be bound to expend in respect of any one item insured more than the sum insured stated in the schedule.

#### 4. Compulsory insurance

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

#### 5. Fair presentation of the risk

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

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

#### 6. Fraudulent claims

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

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which the **insured** or anyone acting on the **insured's** behalf or in connivance with the **insured** deliberately caused; or

- e) realises after submitting what the **insured** reasonably believed was a genuine claim under this policy and then fails to tell the **insurer** that the **insured** has not suffered any loss or damage; or
- f) suppresses information which the **insured** knows would otherwise enable the **insurer** to refuse to pay a claim under this policy

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

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

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

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

## 7. Increase in risk

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

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

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

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

## 8. Long term agreement

This condition will be applicable separately to each part of this policy unless otherwise stated in the schedule.

In respect of such parts to which this condition applies and in consideration of a discount being applied to the premium of those parts the **insured** agrees to offer annually the insurance under each of those parts on the terms and conditions in force at the expiry of each period of insurance and to pay premiums in advance.

Provided always that:

- a) the **insurer** will be under no obligation to accept an offer from the **insured**; and
- b) any changes to the rate of Insurance Premium Tax or Value Added Tax or other taxes or levies will be paid by or allowed to the **insured** as the case may be; and
- c) the **insurer** may adjust the rates, premium, terms or conditions of this policy to reflect:
  - i) any changes in the business or activity of the **insured** or any other alteration which in the opinion of the **insurer** materially increases the risk of loss, damage, cost or expense or any other risk in respect of which indemnity is provided
  - ii) any material change in the geographical distribution of the risk by which the exposure of the **insured** to natural hazards is increased
  - iii) acquisitions or disposals of property, assets, companies or subsidiaries of or by the **insured**
  - iv) increases or decreases in sums insured, declared values, wage rolls, turnover, vehicle numbers and other estimates including indexation, change in Average Weekly Earnings index and other inflationary measures for each annual period of insurance
  - v) any change in the availability or costs to the **insurer** of reinsurance protection
  - vi) any legal requirement to do so

vii) any change which occurs in Legislation or the interpretation of any Legislation by any court, tribunal or arbitration, any government or regulatory body or ombudsman. For the purposes of this clause 'Legislation' shall mean any enactment, subordinate legislation, law, regulation, decree, treaty or instrument in force in any country or territory

which, in the opinion of the **insurer**, has a material effect upon the scope of cover or indemnity provided under this policy; and

d) in respect of parts I and L only rates will be amended at each renewal date in line with the annual change in the Average Weekly Earnings index.

If the **insurer** elects to adjust the rates of premium or amend the terms and conditions of the policy in accordance with the provisions above then the **insured** may at its option terminate the long term agreement or continue the long term agreement with the amended terms.

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

## 9. Observance

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

## 10. Other insurances

Not applicable to parts J and P

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

## 11. Policy interpretation

Each part of this policy is declared to be a separate contract but will be subject to the general definitions, general exclusions, general provisions and general conditions. All reference to policy will mean any or all operative parts.

## 12. Premium Adjustment

If any part of the premium is calculated on estimates supplied by the **insured** an accurate record will be kept by the **insured** containing all information relative thereto and the **insured** will allow the **insurer** to inspect such record. The **insured** will within one month from the expiry of each period of insurance supply to the **insurer** such particulars and information as the **insurer** may require. The premium for such period will thereupon be adjusted and the difference paid by or allowed to the **insured** as the case may be subject always to the minimum premium stipulated.

## 13. Reasonable care

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

## 14. Survey and risk improvement action

Where required by the **insurer**, the **insured** must allow access to the **insured's buildings** and/or activities of the **insured** to carry out inspection or survey.

The **insured** must comply with any risk improvement actions requested within the timescales specified by the **insurer**.

# Part A – Material damage

## Section 1 – Special definitions

### Damage

Accidental physical loss or accidental physical damage by any of the insured perils specified in the schedule.

### One Event

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

### Reinstatement

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

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

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

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

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

## Section 2 – Cover

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

- a)
  - i) in the whole the total sum insured
  - ii) in respect of any item its sum insured
  - iii) any other limit of liability specified in the schedule at the time of the Damage
- b) the sum insured (or limit) remaining after deduction for any other Damage occurring during the same period of insurance, unless the **insurer** has agreed to reinstate any such sum insured (or limit).

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

### Rent

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

### 2.1 Contracting purchaser's interest

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

### 2.2 Temporary removal

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

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

This Additional Cover does not apply to:

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

### Section 3 – Special conditions

#### 1. Mortgagees, freeholders and lessors clause

Any increase in the risk of Damage resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any of the **buildings** insured by this part will not prejudice the interest of any mortgagee, freeholder or lessor provided such increase in risk is without their prior knowledge or authority and that the **insurer** is notified immediately they become aware of such increase in risk and they pay any additional premium required.

#### 2. Repairs and alterations

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

# Part B – Business interruption

## Section 1 – Special definitions

### Annual Gross Revenue

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

### Damage

Accidental physical loss or accidental physical damage by any of the insured perils specified in the schedule.

### Gross Revenue

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

### Incident

Any Damage to **property** used by the **insured** at the **premises** for the purposes of the **business**.

### Indemnity Period

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

### One Event

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

### Standard Gross Revenue

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

### Notes:

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

## Section 2 – Cover

In the event of an Incident during the period of insurance the **insurer** will pay to the **insured**:

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

Provided that:

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

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

- 1) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability specified in the schedule at the of the Damage

- 2) time the sum insured (or limit) remaining after deduction for any other interruption or interference consequent upon Damage occurring during the same period of insurance, unless the **insurer** has agreed to reinstate any such sum insured (or limit).

(Note: For Exclusions please see Exclusions to parts A, B and C).

### Section 3 – Additional cover

#### Automatic reinstatement of sum insured

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

### Section 4 – Special conditions

#### Basis of claims settlement

The amount payable as indemnity will be:

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

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

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

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

#### Average (applicable to paragraph b) above)

If the sum insured specified in the schedule in respect of Gross Revenue is less than the Annual Gross Revenue (or a proportionately increased multiple where the maximum Indemnity Period exceeds 12 months) the amount payable will be proportionately reduced.

For the avoidance of doubt solely in respect of the application of **average** to any item under this policy clause c) iii) of General Condition 5 will not apply.

#### Professional accountants

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

#### Alternative trading

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

## Section 5 – Special extensions

### 1. Public utilities and denial of access

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

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

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

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

Provided always that:

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

### 2. Named diseases, murder, suicide or rape

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

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

Provided always that:

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

- 1) food or drink poisoning
- 2) one of the following specified human infectious or human contagious diseases:

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

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

- ii) For the purposes of this clause:

- 1) Indemnity Period will mean the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied or in the case of d) above with the date of the occurrence and ending not later than the maximum Indemnity Period thereafter.
- 2) maximum Indemnity Period will mean 3 months.

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

iv) The **insurer** will not be liable under this clause for:

- 1) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against the insured or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto
- 2) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.

v) The **insured** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.

vi) The **insured** will notify the **insurer** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto.

vii) The **insurer** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident and then only for an amount not exceeding £100,000 any one event and in the aggregate in any one period of insurance.

### 3. Computer data

The insurance by this part extends to include loss or damage to data or information on **computer equipment** not accompanied by visible and identifiable **damage** to the data carrying media. Limit £5,000 any one loss.

Excluding loss or damage occasioned to data or information by defects in the data, information or other records or caused by a defect of design, material or workmanship in the **computer equipment** or any computer software.

# Insured perils

## Applicable to parts A and B

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

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

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

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

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

#### **Special condition**

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

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

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

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

- iii) replacement of locks at the **premises** made necessary by theft or attempted theft that is not excluded by this insurance of keys from the **premises** or from the home of any adult person authorised to hold such keys, but excluding the cost of replacing safe or strongroom locks and in no case exceeding the sum of £500
  - iv) **damage** by theft accompanied by forcible and violent entry to or exit from buildings at the **premises** caused with the connivance of any **employee**
16. **Accidental damage** being all risks of **damage** to the **property** insured excluding:
- a) **damage** or **consequential loss** caused by insured perils 1 to 13 above whether insured or not or specifically excluded by those insured perils
  - b) **damage** or **consequential loss** caused by or consisting of:
    - i) inherent vice, latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials
    - ii) faulty or defective workmanship, operational error or omission on the part of the **insured** or any **employee**
 but this will not exclude subsequent **damage** or **consequential loss** which itself results from a cause not otherwise excluded
  - c) **damage** or **consequential loss** caused by or consisting of:
    - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
    - ii) change in temperature, colour, flavour, texture or finish
    - iii) theft or attempted theft
    - iv) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of associated steam and feed piping
    - v) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates
    - vi) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services
 but this will not exclude:
    - 1) such **damage** or **consequential loss** not otherwise excluded which itself results from any other accidental **damage**
    - 2) subsequent **damage** or **consequential loss** which itself results from a cause not otherwise excluded
  - d) **damage** or **consequential loss** caused by or consisting of:
    - i) subsidence, ground heave or landslip
    - ii) normal settlement or bedding down of new structures
    - iii) acts of fraud or dishonesty
    - iv) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - e) **damage** to **buildings** or any structure caused by its own collapse or cracking
  - f) **damage** or **consequential loss** (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
  - g) **damage** to:
    - i) jewellery, precious metals, bullion, furs, curiosities, works of art or rare books
    - ii) property in transit
    - iii) glass, china, earthenware, marble or other fragile or brittle objects
    - iv) **money**, credit cards or securities of any description
  - h) in respect of part A unless specifically mentioned as insured, and in respect of part B:
    - i) vehicles licensed for road use (including accessories on such vehicles), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
    - ii) land, roads, pavements, piers, jetties, bridges, culverts or excavation
    - iii) livestock, growing crops or trees
    - iv) **property** or structures in course of construction or erection and materials or supplies in connection with all such **property** in course of construction or erection.

# Part C – All risks

## Section 1 – Special definition

### Damage

Accidental physical loss or accidental physical damage resulting from a cause not otherwise excluded.

## Section 1 – Cover

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

- a)
  - i) in the whole the total sum insured
  - ii) in respect of any item its sum insured
  - iii) any other limit of liability specified in the schedule at the time of the Damage
- b) the sum insured (or limit) remaining after deduction for any other Damage occurring during the same period of insurance, unless the **insurer** has agreed to reinstate any such sum insured (or limit).

## Section 2 – Special exclusions

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

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

## Section 3 – Special condition

If at the commencement of Damage the sum insured for any individual article of **property** within the overall sum insured under any item is less than the value of the individual article of property covered under that item the **insured** will be considered as being its own insurer for the difference and the amount payable will be proportionally reduced. For the avoidance of doubt solely in respect of the application of average clause c) iii) of general condition 5 will not apply.

## Section 4 – Special extension

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

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

# Additional covers

## Applicable to parts A and C

### European Union and Public Authorities

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

1. European Union legislation; or
2. Building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority (hereafter referred to as 'the Stipulations') in respect of:

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

excluding:

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

### Special conditions

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

### Removal of debris

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

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

the **property** insured following Damage.

The amount payable under each item will not exceed in total its sum insured.

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

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

### Non-invalidation

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

### Professional fees

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

### Capital additions

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

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

### Drains and gutters

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

The amount payable under each item will not exceed in total its sum insured.

### Trace and access

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

### Underground services

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

### Automatic reinstatement of sum insured

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

### Adaptation (energy performance and sustainable buildings) clause

This part includes:

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

Provided always that:

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

### Bequeathed property

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

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

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

Provided always that:

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

### Damage to reputation

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

Provided always that:

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

### Fire extinguishment expenses

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

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

following Damage.

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

### Groundkeepers' equipment

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

Provided always that:

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

### Landscaped gardens

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

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

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

### Loss minimisation and prevention expenditure

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

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

Provided always that:

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

### Metered water

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

Provided always that:

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

# Special conditions

## Applicable to parts A and C

### Average

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

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

### Fire extinguishing appliances

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

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

### Designation

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

### Other interests

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

### Security protections

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

# Exclusions to parts A, B and C

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

## 1. Consequential loss – applicable to parts A and C

in respect of parts A and C only consequential loss of any kind other than loss of rent if insured

## 2. Electronic risks – applicable to part B

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

## 3. Excesses – applicable to parts A and C

in respect of parts A and C the **excesses** as stated in the schedule will apply to each and every loss at each and every separate **building** at the **premises**

## 4. Pollution or contamination – applicable to parts A and B

loss, damage cost or expense caused by, consisting of or resulting from pollution or contamination but this will not exclude **damage** or **business interruption** not otherwise excluded caused by:

- a) pollution or contamination which itself results from Damage
- b) any Damage which itself results from pollution or contamination

## 5. Property excluded

- a) loss or damage to any **property** more specifically insured by or on behalf of the **insured**
- b) **property** which at the time of Damage is insured by or would but for the existence of this part be insured by any marine policy except in respect of any excess beyond the amount which would have been payable under such policy had this part not been effected
- c) in respect of part A unless specifically mentioned as insured:
  - i) motor vehicles licensed for road use including accessories thereon, caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or spacecraft
  - ii) playground equipment and artificial sports surfaces
  - iii) livestock
  - iv) growing crops, trees, shrubs, plants or turf other than where incorporated as part of the structure of the **buildings**
  - v) **buildings** or structures in course of construction, erection, alteration, addition or improvement and materials or supplies in connection therewith
  - vi) land, roads, pavements, piers, jetties, bridges, culverts or excavations

## 6. Riot – applicable to parts A and B

in respect of parts A and B loss, damage, cost or expense caused by, consisting of or arising from riot or civil commotion unless this insured peril is specified in the schedule and then only to the extent stated.

# Endorsements

Applicable only where specified in the schedule.

## 1. Reinstatement

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

### Special conditions

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

## 2. Index-linking

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

## 3. Unoccupied buildings

The **insured** undertakes in respect of **unoccupied buildings**:

- a) to notify the **insurer** immediately they become aware that any **buildings** or portion thereof is **unoccupied** or any **unoccupied buildings** or portion thereof becomes tenanted; and
- b) that all mains services will be turned off (except electricity supply to maintain any fire or intruder alarm system); and
- c) that the water system be completely drained or, during the period 1 October to 1 April each year any central heating system may be kept working at a minimum temperature of 5 degrees C (additionally, where sprinkler systems are installed it may be necessary to maintain water supplies. In these circumstances heating must be maintained at a minimum temperature of 5 degrees C); and
- d) remove all combustible contents and waste from within the unoccupied portion of the **building** and yard areas belonging to it; and
- e) secure the **buildings** against unlawful entry by closing and locking doors and windows and setting any fire or intruder alarm systems; and
- f) arrange internal inspections of the **buildings** by an authorised representative, ensure such inspections are recorded and carried out at a minimum frequency of every fourteen calendar days unless otherwise notified to and agreed with or specified by the insurer and remove all waste and repair all damage identified in the course of such inspections without delay; and
- g) immediately remove any new accumulations of combustible materials including but not limited to junk mail found during such inspections.

#### 4. Day one basis (non-adjustable)

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

##### Special definition

###### Declared Value

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

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

###### Declaration Conditions

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

#### 5. Automatic fire alarm installations

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

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

#### 6. Portable heating

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

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

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

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

and in addition in respect of paragraph b):

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

#### **7. Electrical**

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

#### **8. Basement storage**

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

#### **9. Fire break doors and shutters**

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

# Part D – Money

## Section 1 – Special definitions

### Assault

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

### Non-Negotiable Money

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

### Person Insured

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

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

## Section 2 – Cover

The **insurer** will pay to the **insured** in the event of loss of **money** from any cause which is not excluded arising during the period of insurance, the amount of such loss not exceeding the limits specified in the schedule.

## Section 3 – Additional cover

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

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

## Section 4 – Special exclusions

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

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

## Section 5 – Special conditions

### Accompaniment

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

<b>Amount carried</b>	<b>Minimum number of persons</b>
Up to £2,500	One
Over £2,500 and up to £5,000	Two
Over £5,000 and up to £10,000	Three

Cover for amounts over £10,000 is only applicable if specified in the schedule.

### Condition precedent

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

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

# Part E – Public liability

## Section 1 – Special definitions

### Abuse

Any actual or threatened single act or repeated acts of maltreatment that inflict harm or fail to prevent harm including:

- a) physical abuse
- b) sexual abuse, including sexual exploitation
- c) neglect and/or acts of omission
- d) psychological abuse
- e) contemptuous, coarse or insulting behaviour.

### Abuse Event

One occurrence or all occurrences of a series of Abuse to any one person.

### Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

### Concussive and Sub-concussive Impacts

Repeated concussive or sub-concussive impacts injuries or traumas resulting in a neurodegenerative condition.

### Costs and Expenses

- a) Claimants' costs and expenses which the **insured** become legally liable to pay
- b) costs incurred with the **insurer's** written consent in defending any claim for damages
- c) costs incurred with the **insurer's** written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this part.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the **insured**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self-employed
- d) under a work experience or similar scheme
- e) hired or borrowed by the **insured** from another employer
- f) volunteering to assist or co-opted to assist the **insured**

and working for the **insured** in connection with the **business** while under the **insured's** direct control or supervision.

### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

### Financial Loss

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

### Geographical Limits

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

## Health Care

- a) Diagnosis of Injury
- b) prescription of treatment or drugs
- c) medical treatment of a patient
- d) personal medical or health care advice to individuals in their private capacity.

## Health Care Professional

The following whether or not an Employee including but not limited to:

- a) medical and dental practitioners
- b) nurses and midwives
- c) members of professions allied to medicine
- d) ambulance personnel and paramedics
- e) laboratory staff and relevant technicians
- f) others consequent on decisions or judgements made by members of those professions acting in their professional capacity.

## Incidental Treatment

Administration or supervision of medication orally, topically, by injection or by tube, and the application of appliances or dressings.

## Injury

Bodily injury including death, illness and disease.

## Pollution or Contamination

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

## Products

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

## Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

## Section 2 – Cover

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

- a) accidental Injury to any person other than an Employee
- b) accidental **damage to property**
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, accidental interference with any right of air, light, water or way, wrongful interference with goods
- d) unlawful detention, imprisonment or arrest

occurring during the period of insurance within the Geographical Limits in the **business**.

The **insurer** will also pay Costs and Expenses. Costs and Expenses will be payable in addition to the limit of indemnity other than in respect of any claim made or brought:

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

where the limit of indemnity will be inclusive of Costs and Expenses.

## 2.1 Concussive and Sub-concussive Impacts

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for accidental Injury to any person other than an Employee resulting from Concussive and Sub-concussive Impacts occurring during the period of insurance within the Geographical Limits in connection with the **business**.

## 2.2 Contingent motor liability

The **insurer** will indemnify the **insured** in respect of the **insured's** legal liability for accidental Injury to any person or accidental **damage to property** arising out of the use of any motor vehicle not the property of nor provided by the **insured** and being used in the **business**.

Provided always that the **insurer** will not be liable:

- a) in respect of **damage** to such vehicle or to goods conveyed therein or thereon
- b) for accidental Injury to any person or accidental **damage to property** arising while such vehicle is being driven by the **insured** or by any person who to the **insured's** knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the **territorial limits**.

## 2.3 Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided always that:

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

## 2.4 Costs of criminal proceedings

The **insurer** will also indemnify the **insured** and at the **insured's** request any **member** or Employee against costs incurred with the **insurer's** written consent in the defence of any criminal proceedings brought against the **insured** or such **member** or Employee for an alleged breach of:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) Part II of the Consumer Protection Act 1987
- c) Part II of the Food Safety Act 1990

and which relates to any event involving Injury or **damage to property** which is or may be the subject of indemnity under this part occurring during the period of insurance in the **business** including legal costs and expenses incurred with the **insurer's** prior consent in any appeal against conviction arising from such proceedings. Where the **insurer** has provided an indemnity under this clause the **insurer** will also provide an indemnity against costs of prosecution awarded against the **insured** and at the **insured's** request any **member** or Employee in respect of the same proceedings, providing the total liability of the **insurer** will not exceed in the aggregate the sum insured stated in the schedule.

Provided always that this indemnity will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which the **insured** or any **member** or Employee has effected a more specific legal expenses protection or insurance
- iii) proceedings or appeals consequent upon any deliberate act or omission and the **insured** will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established
- iv) proceedings related to health, safety or welfare of Employees.

## 2.5 Court attendance costs

In addition to the limit of indemnity the **insurer** will pay the **insured** a daily rate of £500 if a **member** or Employee is required to attend court as a witness at the **insurer's** request.

## 2.6 Data protection

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

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

Provided always that:

- i) the **insurer** will not be liable under this clause for:
  - 1) fines, penalties, liquidated, punitive or exemplary damages
  - 2) the costs of notifying any person regarding loss of personal data
  - 3) the cost of replacing, reinstating, rectifying or erasing any personal data
  - 4) any deliberate or intentional criminal act or omission giving rise to any claim under this clause committed by the **insured**
- ii) the liability of the **insurer** under this clause will not exceed £1,000,000 in any one period of insurance.

## 2.7 Damage to reputation

In the event of a claim or series of claims arising from any one cause for which the **insured** would be entitled to receive indemnity under this part the **insurer** will in addition to the indemnity provided under this part indemnify the **insured** for reasonable costs incurred by the **insured** with the **insurer's** prior consent to mitigate resultant damage to the reputation of the **insured**.

Provided always that:

- a) the damage to the **insured's** reputation is as a consequence of media coverage in print or by radio or television or news agency
- b) the value recorded in the **insurer's** books of any one claim or series of claims arising from any one cause exceeds £1,000,000 before the application of any deductible or **excess**
- c) the **insurer's** liability under this clause will not exceed £50,000 in any one period of insurance

- d) the **insurer** will not be liable under this clause unless the **insurer** has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the **insured**.

## 2.8 Defective Premises Act 1972

The **insurer** will indemnify the **insured** in respect of liability incurred under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Injury and **damage** occurring during the period of insurance and in connection with premises which have been disposed of by the **insured**.

Provided always that the **insurer** will not be liable:

- a) for the cost of remedying any defect or alleged defect in the said premises  
b) in respect of liability more specifically insured under any other insurance.

## 2.9 Environmental clean up costs

The **insurer** will also indemnify the **insured** in respect of all sums including statutory debts which the **insured** may become legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the period of insurance  
All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) the **insurer** will be under no liability:
- i) in respect of Clean Up Costs for **damage** to the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
  - ii) for **damage** connected with pre-existing contaminated property
  - iii) for **damage** caused by a succession of several events where such individual event would not warrant immediate action
  - iv) in respect of removal of any risk of an adverse effect on human health on the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
  - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
  - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
  - vii) for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
  - viii) in respect of the costs for the reinstatement or reintroduction of flora or fauna
  - ix) for **damage** caused deliberately or intentionally by the **insured** or where the **insured** has knowingly deviated from environmental protections or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which the **insured** is responsible
  - x) in respect of fines or penalties of any kind
  - xi) for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of water
  - xii) for **damage** which is covered by a more specific insurance policy
  - xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
  - xiv) for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

## 2.10 Financial loss

The **insurer** will also indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for Financial Loss arising as a result of a negligent and accidental act, error or omission committed or alleged to have been committed:

- a) within the Geographical Limits; and
- b) by an Employee in the normal execution of their duties for the business occurring during the period of insurance.

In addition the **insurer** will pay Costs and Expenses.

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

- i) which arises out of any contract, agreement, warranty, collateral warranty or guarantee (except where such liability would have attached to the **insured** in the absence of such a contract)
- ii) arising from Products
- iii) arising from libel, slander, defamation, malicious falsehood or injurious falsehood
- iv) arising from awards for injury to feelings
- v) arising from breach of statute
- vi) arising from breach of patent or copyright
- vii) arising from any legal liability arising directly or indirectly from breach of any obligation imposed by statute, regulation or common law concerning any health and welfare or other employee benefit programme including pensions, social benefit system or trust established or maintained for the purpose of providing a benefit to employees or former or prospective employees
- viii) arising from:
  - 1) any claim wholly or in part attributable to, based upon or caused by any matter the subject of a finding of maladministration or censure by either local authority Ombudsman or a court or tribunal of competent jurisdiction
  - 2) misfeasance in public office
  - 3) any surcharge made by the District Auditor or other competent body.Provided always that clause 1) of this exclusion will not apply in respect of any legal liability that would have attached independently of such finding
- ix) arising out of or in connection with the Data Protection Act 2018 or Regulation (EU) 2016/679 (General Data Protection Regulation).

## 2.11 Heat precautions

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

- a) All movable combustible materials are removed from the vicinity of the work.
- b) Suitable portable fire extinguishing appliances are kept ready for immediate use as near as practicable to the scene of the work and that **employees** are trained in their use.
- c) Before heat is applied to any wall or partition or to any material built into or passing through the wall or partition an inspection will be made by a responsible person to make sure that there are not combustible materials which may be ignited by direct or conducted heat.
- d) Such equipment is lit or operating for a short a time as possible before use and is extinguished immediately after use and is not left unattended whilst lit or operating.
- e) Blow lamps are filled and gas canisters are changed in the open.
- f) For one hour, starting after completion of each work period, fire safety checks of the working area must be made at intervals of not more than 20 minutes and immediate steps taken to extinguish any smouldering or flames discovered.
- g) Fixed combustible materials in the area in which welding or flame cutting equipment is used will be protected by overlapping sheets or screens of non-combustible material.

## 2.12 Indemnity to other persons

In the event of any claim in respect of which the **insured** would be entitled to receive indemnity under this part being brought or made against:

- a) any **member**
- b) any Employee
- c) any principal for whom the **insured** is or has been carrying out work but only to the extent required by the contract for the work
- d) any leaseholder or shared owner where the amount stated in the schedule as the **excess** will not apply

the **insurer** will indemnify such person if the **insured** so request against such claim or any costs, charges and expenses in respect thereof.

Provided always that:

- i) the **insured** would have been entitled to indemnity had the claim been made against the **insured**; and
- ii) such person is not entitled to indemnity under any other insurance; and
- iii) such person will as though they were the **insured** observe, fulfil and be subject to the terms and conditions of this part; and
- iv) such person was at the time of the incident giving rise to the claim acting within the scope of their authority; and
- v) the **insurer** will not be liable unless the **insurer** has the sole conduct and control of all claims.

## 2.13 Joint/Cross liabilities

If the **insured** comprises more than one party the **insurer** will indemnify each party as though a separate policy had been issued to each of them.

Provided always that the total amount the **insurer** will pay to all such parties will not exceed the amount payable if the **insured** comprised only one party and in any event will not exceed the overall limit of indemnity provided by this part stated in the schedule.

## 2.14 Legionella

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

Provided always that:

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

Special exclusion 11 will not apply to this clause.

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

## 2.15 Personal liability

At the **insured's** request this part will apply to the personal liability of any:

- a) **member** or Employee or any member of the family of such **member** or Employee in connection with the **business**
- b) member of sports and social clubs operating in the **business** while engaged in club activities.

Provided always that:

- i) this will not apply to liability more specifically insured under any other insurance; and
- ii) any person indemnified will as though they were the **insured** fulfil and be subject to the terms and conditions of this part; and
- iii) the **insurer** will not be liable:
  - 1) unless the **insurer** has the sole conduct and control of all claims
  - 2) where liability attaches because of a contract or agreement and which would not otherwise have attached
  - 3) where liability arises from any employment, business, profession or trade
  - 4) where liability arises from the ownership, occupation, possession or use of any land, building, motor vehicle, caravan, watercraft or aircraft.

## Section 3 – Special exclusions

This part does not cover:

### 1. Aircraft Products

liability arising from Products which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

### 2. Airports

liability arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by the **insured**

### 3. Asbestos

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

### 4. Concussive and Sub-concussive Impacts

liability arising from Concussive and Sub-concussive Impacts.

This exclusion is not applicable to the indemnity provided by part E Section 2 – Cover clause 2.1 – Concussive and Sub-concussive Impacts

### 5. Cyber

liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the **insured's** use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which the **insured** shall become legally liable to pay as compensation for:
  - i) Injury
  - ii) physical loss of or physical **damage** to material **property**
- b) the **insurer's** liability shall not exceed the limit of indemnity stated in the schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

This exclusion is not applicable to the indemnity provided by part E Section 2 – Cover clause 2.6 – Data Protection

### 6. Exports to the USA or Canada

liability arising from Products which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada or territories under their jurisdiction

## 7. Foreign operations

any associated or subsidiary company of the **insured's** or branch office or representative of the **insured's** with power of attorney domiciled outside the **territorial limits**

## 8. Liquidated or punitive damages

any amount in respect of:

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

## 9. Medical malpractice

liability arising out of or in consequence of the rendering of or failure to render Health Care by a Health Care Professional other than in respect of Incidental Treatment forming part of the official duties of a suitably trained Employee provided always that this exclusion will not apply to nurses who are employed by the **insured** and not entitled to indemnity under any other source

## 10. Motor

liability arising from the ownership or possession or use by the **insured** or on the **insured's** behalf of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

Provided always that this exclusion will not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading any mechanically propelled motor vehicle, plant or attachment of the motor vehicle or the bringing to or the taking away of a load from such vehicle, plant or attachment
- ii) the use of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii) the authorised movement on the **insured's** premises or contract site of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle unless more specifically insured or unless compulsory motor insurance or security is required
- iv) the **insured's** activities in maintaining, servicing, testing and checking or repairing motor vehicles not owned, hired, leased or borrowed by the **insured** provided always that the **insurer** will not be liable for any liability resulting from the use on the road within the meaning of the Road Traffic Acts of any vehicle while under the control of any person for whose acts the **insured** is responsible for but for the fact that such control is unauthorised the **insured** would be responsible

## 11. Pollution or Contamination

liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place

## 12. Professional advice, design or specification

Injury, **damage** or Financial Loss arising out of professional advice, design or specification given by the **insured** for a fee or in circumstances where a fee would normally be charged but this exclusion will not apply to:

- a) **damage** resulting from those activities which the **insured** has a statutory duty to perform
- b) **damage** to **property** other than that which is the subject of such professional advice, design or specification

## 13. Property damage and defective work

- a) **damage** to that part of any **property** upon which the **insured** or any servant or agent of the **insured's** is or has been working where the **damage** is the direct result of faulty workmanship prior to the sale or transfer of the **property** to some other party
- b) **damage** to land or **property** previously owned by the **insured** but sold or transferred to another party where such **damage** results from a defect in that land or **property**
- c) losses consequent upon **damage** to **property** designed by the **insured** or on the **insured's** behalf and subsequently sold or transferred to some other party
- d) the cost of rectifying defective work carried out by or on behalf of the **insured**

#### 14. Property held in trust

**damage to property** belonging to the **insured** or in either the **insured's** or any Employee's custody and control or held in trust by or borrowed, rented, leased or hired for use by the **insured** but this exclusion will not apply to:

- a) the personal effects including vehicles or their contents of any **member**, Employee or visitor
- b) buildings or their contents of premises in either the **insured's** or any Employee's custody and control in connection with the **business** that are not owned by nor hired, rented, leased or lent to the insured
- c) premises or their fixtures and fittings hired, rented, leased or lent to the **insured** other than such **damage** if liability is assumed by the **insured** under a tenancy or other agreement and would not have attached in the absence of such agreement

#### 15. Replacing or rectifying products

replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of Products or making a refund on the price of any Product or **damage** to the Products themselves

#### 16. Vessels and craft

liability arising from the ownership or possession or use by the **insured** or on the **insured's** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.

### Section 4 – Special provision

#### 1. Abuse

All claims arising from an Abuse Event:

- a) will be deemed to constitute one claim occurring on the date of the last act of Abuse; and
- b) will be subject to the excess stated in the schedule. Such **excess** will be deemed to apply per Abuse Event.

### Section 5 – Special conditions

#### 1. Concussive and sub-concussive impacts

In respect of any claim or series of claims arising from Concussive and Sub-concussive Impacts it is a condition precedent to the **insurer's** liability under this part that the **insured** will:

- a) retain documents demonstrating adherence to guidance set out by sporting governing bodies in respect of concussion, head injuries and player safety
- b) retain evidence of following NHS guidance in respect of head injuries and concussion
- c) ensure that a system of record retention in respect of:
  - i) a) and b) above; and
  - ii) incidents of head injuries and/or concussionis in place and records are retained for a minimum of 10 years.

#### 2. Discharge of liability

The **insurer** may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

#### 3. Limit of indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

- a) Products
- b) Pollution or Contamination

where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

#### 4. Limit of indemnity – terrorism

The limit of indemnity in respect of any claim against or by the **insured** or series of claims against or by the **insured** arising directly or indirectly from a single act of **terrorism** will be £5,000,000.

# Part F – Hirers' liability

## Section 1 – Special definitions

### Agreement

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

### Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

### Costs and Expenses

- a) Claimants' costs and expenses which the Hirer becomes legally liable to pay
- b) costs incurred with the **insurer's** written consent in defending any claim for damages
- c) costs incurred with the **insurer's** written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this part.

### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

### Hirer

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

### Injury

Bodily injury including death, illness and disease.

### Pollution or Contamination

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

### Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

## Section 2 – Cover

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

- a) accidental Injury to any person (other than an employee of the Hirer if such Injury arises out of and in the course of employment by the Hirer)
- b) accidental **damage** to the **premises** or the contents of the **premises** subject to the liability of the **insurer** not exceeding £1,000,000 any one claim in respect of legal liability which attaches to the Hirer solely by reason of the Agreement that would not have attached in the absence of such Agreement
- c) accidental **damage** to other **property** not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service
- d) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy, excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, accidental interference with any right of air, light, water or way, wrongful interference with goods

occurring during the period of insurance arising out of the activities of the Hirer at the **premises**.

The **insurer** will also pay Costs and Expenses. Costs and Expenses will be payable in addition to the limit of indemnity.

## 2.1 Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided always that:

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

## 2.2 Costs of criminal proceedings

The **insurer** will also indemnify the Hirer against:

- a) legal costs and expenses incurred with the **insurer's** written consent
- b) costs incurred with the **insurer's** written consent in the defence of any criminal proceedings brought against the Hirer for an alleged breach of:
  - i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
  - ii) Part II of the Food Safety Act 1990
  - iii) Part II of the Consumer Protection Act 1987

and which relates to any event involving Injury or **damage to property** which is or may be the subject of indemnity under this part occurring during the period of insurance in the **business** including legal costs and expenses incurred with the **insurer's** prior consent in any appeal against conviction arising from such proceedings.

Provided always that this indemnity will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which the Hirer has effected a more specific legal expenses protection or insurance

- iii) proceedings or appeals consequent upon any deliberate act or omission and the Hirer will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established
- iv) proceedings related to health, safety or welfare of employees of the Hirer.

### 2.3 Environmental clean up costs

The **insurer** will also indemnify the Hirer in respect of all sums including statutory debts which the Hirer may become legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) the **insurer** will be under no liability:
  - i) in respect of Clean Up Costs for damage to the Hirer's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Hirer's care, custody or control
  - ii) for **damage** connected with pre-existing contaminated property
  - iii) for **damage** caused by a succession of several events where such individual event would not warrant immediate action
  - iv) in respect of removal of any risk of an adverse effect on human health on the Hirer's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Hirer's care, custody or control
  - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
  - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
  - vii) for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
  - viii) in respect of the costs for the reinstatement or reintroduction of flora or fauna
  - ix) for **damage** caused deliberately or intentionally by the Hirer or where the Hirer has knowingly deviated from environmental protections or where the Hirer has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which the Hirer is responsible
  - x) in respect of fines or penalties of any kind
  - xi) for **damage** caused by the ownership or operation on behalf of the Hirer of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of water
  - xii) for **damage** which is covered by a more specific insurance policy
  - xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
  - xiv) for **damage** caused by disease in animals belonging to or kept or sold by the Hirer.

## Section 3 – Special exclusions

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

### 1. Asbestos

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

## 2. Courts Jurisdiction

any claim made or brought:

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

## 3. Cyber

liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from or in connection with the **insured's** use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which the **insured** shall become legally liable to pay as compensation for:
  - i) physical bodily injury or disease
  - ii) physical loss of or physical damage to material property
- b) the **insurer's** liability shall not exceed the Limit of Indemnity stated in the schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule

## 4. Defective work and damage to products

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

## 5. Excess

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

## 6. Liquidated or punitive damages

any amount in respect of:

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

## 7. Motor

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

## 8. Political or business use

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

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

## 9. Pollution or Contamination

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

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

The **insurer's** total liability for all Pollution and Contamination claims arising, or treated by the **insurer** as arising, directly or indirectly from incidents during any one period of insurance will not exceed in the aggregate the sum specified in the schedule as the limit of indemnity

#### 10. Products liability

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

#### 11. Professional liability, errors and omissions

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

#### 12. Vessels and craft

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

### Section 4 – Special provisions

#### 1. Insurer's rights

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

#### 2. Limit of indemnity

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

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

#### 3. Terrorism

The limit of indemnity in respect of any one claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000 or the limit of indemnity specified in the schedule, whichever is the lesser.

# Part G – Employers’ liability

## Section 1 – Special definitions

### Costs and Expenses

- a) Claimants’ costs and expenses
- b) costs incurred with the **insurer’s** written consent in defending any claim for damages
- c) costs incurred with the **insurer’s** written consent for:
  - i) representation at any coroner’s inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this part.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the **insured**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self-employed
- d) under a work experience or similar scheme
- e) hired or borrowed by the **insured** from another employer
- f) volunteering to assist or co-opted to assist the **insured**

and working for the **insured** in connection with the **business** while under the **insured’s** direct control or supervision.

### Injury

Bodily injury including death, illness and disease.

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of Injury caused during the period of insurance to any Employee arising out of and in the course of their employment by the **insured** in the **business**.

In addition to any claim for damages the **insurer** will pay Costs and Expenses.

### 2.1 Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided always that:

- a) the **insurer’s** liability under this clause will not exceed the sum stated in the schedule 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) this clause will only apply to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the **insured**
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability:
  - i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge

- ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

## 2.2 Court attendance costs

The **insurer** will pay the **insured** a daily rate of £500 if any **member** or Employee is required to attend court as a witness at the **insurer's** request.

## 2.3 Damage to reputation

In the event of a claim or series of claims arising from any one cause for which the **insured** would be entitled to receive indemnity under this part the **insurer** will in addition to the indemnity provided under this part indemnify the **insured** for reasonable costs incurred by the **insured** with the **insurer's** prior consent to mitigate resultant damage to the reputation of the **insured**.

Provided always that:

- a) the damage to the **insured's** reputation is as a consequence of media coverage in print or by radio or television or news agency
- b) the value recorded in the **insurer's** books of any one claim or series of claims arising from any one cause exceeds £1,000,000 before the application of any deductible or **excess**
- c) the **insurer's** liability under this clause will not exceed £50,000 in any one period of insurance
- d) the **insurer** will not be liable under this clause unless the **insurer** has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the **insured**.

## 2.4 Health and Safety at Work defence costs

The **insurer** will also indemnify the **insured** and at the **insured's** request any **member** or Employee against:

- a) costs and expenses incurred with the **insurer's** prior consent
- b) costs awarded against the **insured** or such **member** or Employee

in the defence of any criminal proceedings arising from an alleged breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 occurring during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this part including in any appeal against conviction arising from such proceedings.

Provided always that this will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which the **insured** or any **member** or Employee has effected a more specific legal expenses protection or insurance
- iii) proceedings or appeals consequent upon any deliberate act or omission and the **insured** will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established
- iv) proceedings not related to the health, safety or welfare of an Employee.

## 2.5 Indemnity to other persons

The **insurer** will also indemnify at the **insured's** request:

- a) any **member** or Employee
- b) any principal for whom the **insured** is or has been carrying out work but only to the extent required under the contract for the work.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will as though they were the **insured** observe, fulfil and be subject to the terms and conditions of this part; and
- iii) the **insurer** will not be liable unless the **insurer** has the sole conduct and control of all claims.

## 2.6 Unsatisfied court judgments

If any Employee or their personal representative obtains a judgment from a court within the **territorial limits** for damages for Injury against any company or individual operating from premises within the **territorial limits** and that judgment remains unpaid for more than 6 months after the date of the award the **insurer** will pay at the **insured's** request the amount of any unpaid damages and awarded costs to the Employee or their personal representative.

Provided always that:

- a) the bodily injury:
  - i) is caused during the period of insurance
  - ii) arises out of and in the course of employment in the **business**
- b) there is no appeal outstanding.

If a payment is made the Employee or their personal representative will assign the judgment to the **insurer**.

## Section 3 – Special exclusions

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

### 1. Motor

liability for which compulsory motor insurance or security is required under road traffic legislation

### 2. Work offshore

liability for Injury caused:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation

### 3. Work overseas

liability in respect of any Injury caused outside the **territorial limits** but this exclusion will not apply to any Employee temporarily employed in work elsewhere provided always that the contract of service or apprenticeship for such work was entered into within the **territorial limits** and that the Employee is normally resident in and travelling from the **territorial limits**.

## Section 4 – Special provisions

### 1. Limit of indemnity.

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

### 2. Terrorism

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

# Part H – Libel and slander

## Section 1 – Special definition

### Costs and Expenses

- a) Claimants' costs and expenses which the **insured** becomes legally liable to pay
- b) costs incurred with the **insurer's** written consent in defending any claim for damages which may be the subject of indemnity under this part.

## Section 2 – Cover

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

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

for which a claim is first made against the **insured** and notified to the **insurer** during the period of insurance or within 12 months of this part ceasing to operate.

Provided always that:

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

In addition the **insurer** will pay Costs and Expenses.

### 2.1 Indemnity to other persons

The **insurer** will also indemnify under the terms of this part at the **insured's** request any **member** or **employee**.

Provided always that:

- a) the **insured** would have been entitled to indemnity had the claim been made against the **insured**
- b) the **insurer's** total liability will not be increased beyond the limit of indemnity
- c) any person claiming indemnity:
  - i) is not entitled to indemnity from any other source
  - ii) will be subject to the terms and conditions of this part in so far as they can apply; and
- d) the **insurer** has sole conduct and control of any claim.

## Section 3 – Special exclusions

This part does not cover:

### 1. Excess

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

### 2. Exemplary or punitive damages

any amount in respect of exemplary or punitive damages

### 3. Malicious falsehood or injurious falsehood

liability arising from malicious falsehood or injurious falsehood.

## Section 4 – Special provisions

### 1. Claims notification

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

### 2. Discharge of liability

The **insurer** may at any time pay the maximum amount payable under this part after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

### 3. Limit of indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit including all Costs and Expenses and applies in the aggregate to:

- a) all claims made during any one period of insurance; and
- b) all damages and Costs and Expenses incurred or awarded in connection with any one publication or utterance whether all claims in respect of such publication or utterance are made during the same period of insurance or not.

# Part I – Motor vehicles

## Section 1 – Special definitions

### Accessories

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

### Car

Any private car, estate car, utility car or Minibus.

### Certificate

The current certificates of motor insurance issued by the **insurer**.

### Child Seat

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

### Commercial Vehicle

Any motor vehicle other than a Car or Motorcycle.

### Costs and Expenses

- a) Claimants' costs and expenses
- b) costs and expenses incurred with the **insurer's** consent in defending any claim
- c) costs incurred with the **insurer's** consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving or any equivalent local charge within the Geographical Limits
  - iii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any **event** which may be the subject of indemnity under this part.

### Driver

Any person driving the Vehicle and entitled to do so under the terms of the Certificate.

### Electric Vehicle

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

### Geographical Limits

- a) The **territorial limits**
- b) any member country of the European Union
- c) any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC)
- d) any other country but only during any period for which the **insured** has requested and the **insurer** has agreed to extend cover for the use of the Vehicle in that country

and during transit (including the process of loading and unloading) by a recognised sea route not normally exceeding 65 hours between ports within any country where cover is provided.

### **Insured Person**

- a) The **insured**
- b) the Driver
- c) at the **insured's** request:
  - i) any **employee, member, volunteer**, director or principal
  - ii) any Passenger
  - iii) the owner of a Vehicle on hire or loan or leased to the **insured**
  - iv) any member or committee member of the **insured's** sports or social club
  - v) the hirer of any agricultural tractor or self-propelled agricultural or forestry machine provided always that such hire is permitted under the terms of the Certificate
- d) any person who with the **insured's** permission is using but not driving the Vehicle for social domestic and pleasure purposes provided always that such use is permitted under the terms of the Certificate
- e) the employer or partner of any person whose business use is permitted under the terms of the Certificate.

### **Licence**

Licence to drive a motor vehicle of the same class as the Vehicle.

### **Minibus**

A motor vehicle with between 9 and 16 (inclusive) Passenger seats.

### **Motorcycle**

Any motorcycle, motorcycle and sidecar or moped.

### **Passenger**

Any person other than the Driver travelling in or on or getting into or out of the Vehicle or any Trailer or disabled motor vehicle attached to the Vehicle.

### **Pollution or Contamination**

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

### **Road**

Anywhere within the Geographical Limits where compulsory motor insurance legislation is operative.

### **Trailer**

Any trailer which is the **insured's** property or for which the **insured** is legally responsible but excluding a disabled motor vehicle.

### **Vehicle**

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

- a) Car
- b) Motorcycle
- c) Commercial Vehicle
- d) any motor vehicle bearing a Trade Plate

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

### **Windscreen**

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

## Section 2 – Third party liability

In respect of legal liability for death of or bodily injury to any person and **damage to property** the **insurer** will indemnify the Insured Person when liability is caused by or arises out of the use of the Vehicle or in connection with the loading or unloading of the Vehicle. In addition the **insurer** will pay Costs and Expenses.

### 2.1 Corporate Manslaughter

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

Provided always that:

- a) the **insurer's** liability under this clause will not exceed £5,000,000 in any one period of insurance
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
- f) the **insurer** will be under no liability:
  - i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance.

### 2.2 Indemnity to personal representatives

Following the death of any person entitled to indemnity the **insurer** will in respect of the liability incurred indemnify such person's personal representatives.

### 2.3 Electric vehicle charging cables

The **insurer** will indemnify the Insured Person when liability is caused by or arises out of the charging of an Electric Vehicle irrespective of whether compulsory motor insurance legislation operative within the Geographical Limits applies or not.

### 2.4 Terrorism

In respect of legal liability for **damage to property** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism** the **insurer** will indemnify the **insured**.

Provided always that:

- a) the **insurer's** liability under this clause will not exceed £5,000,000 inclusive of Costs and Expenses or the minimum amount required by the compulsory motor insurance legislation in the country in which the incident occurs whichever is the greater
- b) this clause will only apply to proceedings brought in the Geographical Limits.

## Exclusions to Section 2

This section does not cover:

### 1. Airside

legal liability directly or indirectly caused by or contributed to by or arising from the Vehicle while in or on that part of any aerodrome, airfield, airport or military installation provided for:

- a) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground

- b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars

## 2. Damage

- a) **damage** to **property** belonging to or in the care, custody or control of the Insured Person
- b) **damage** to premises or to the fixtures and fittings therein which are not the **insured's** property but are occupied by the **insured** under a lease or rental agreement if such **damage** is covered by any other insurance
- c) **damage** to **property** in or on the Vehicle
- d) **damage** to the Vehicle

## 3. Defective goods or treatment

death of or bodily injury to any person or **damage** to **property** caused by or attributable to:

- a) any defect in or the action of any commodity or goods or anything including any packaging, container and label transported by or disposed of from the Vehicle or any motor vehicle not the **insured's** property or provided by the **insured**
- b) treatment given or services provided at or from the Vehicle or any other motor vehicle

## 4. Employers' liability

death of or bodily injury to any person arising out of or in the course of that person's employment by the person claiming indemnity if insurance cover in respect of liability for such death or bodily injury is provided as a requirement of any compulsory employers' liability legislation within the Geographical Limits

## 5. Loading or unloading

death of or bodily injury to any person or **damage** to **property** caused or occurring beyond the limits of any Road in connection with:

- a) the bringing of the load to any Vehicle for loading thereon
  - b) the taking away of the load from any Vehicle after unloading therefrom
- by any person other than the Driver or attendant of such Vehicle

## 6. Other insurances

any person other than the **insured** if that person is entitled to indemnity under any other insurance

## 7. Pollution or contamination

death of or bodily injury to any person or **damage** to **property** directly or indirectly caused by Pollution or Contamination unless the Pollution or Contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident took place

## 8. Terrorism

death of or bodily injury to any person arising directly or indirectly from **terrorism** other than to meet the requirements of the compulsory motor insurance legislation in the country in which the incident occurs

## 9. Tool of trade

death of or bodily injury to any person or **damage** to **property** caused by or arising out of the use of mechanically propelled plant or an attachment of the Vehicle while working as a tool of trade.

Exclusions 1, 3, 7 and 9 will not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

## Provision to Section 2

### 1. Limit of indemnity

The **insurer's** liability will not exceed any sum stated in this section in the schedule or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured **event** occurs.

## Section 3 – Indemnity to owner

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

## Section 4 – Joint liabilities

If the **insured** comprises more than one party the **insurer** will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if the **insured** comprised only one party and in any event will not exceed any relevant limit of indemnity.

## Section 5 – Indemnity to principals

The indemnity provided under section 2 will extend to indemnify any principal of the **insured** in respect of liability at law arising out of the use of the Vehicle in connection with any contract entered into between the **insured** and such principal.

Provided always that:

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

## Section 6 – Movement of third party vehicles

The indemnity provided under section 2 will extend to liability incurred by the **insured** caused by or arising out of:

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

For the purposes of this section the words “or in the care, custody or control of” in section 2 exclusion 2 a) will not apply to such third party motor vehicle.

## Section 7 – Contingent liability

The indemnity provided under section 2 will apply in respect of liability incurred by the **insured** arising out of the use of any motor vehicle for death of or bodily injury to any person and **damage to property** when liability is caused by or arises out of the use of or in connection with any motor vehicle while being used in connection with the **business**.

Provided always that:

- a) such motor vehicle is not the **insured's** property or held by the **insured** under a hire purchase agreement or hired by or leased to the **insured**
- b) the **insured** has taken all reasonable steps to ensure that there is in force in respect of such motor vehicle an insurance that is valid for such use
- c) if any claim covered by this section is covered by any other insurance then notwithstanding general condition 10 the **insurer** will not be liable to make any contribution to such claim
- d) motor vehicle does not include any vehicle registered outside the **territorial limits**.

## Section 8 – Disabled motor vehicles

In respect of legal liability for death of or bodily injury to any person and **damage to property** the **insurer** will indemnify the Insured Person when liability is caused by or arises out of any disabled motor vehicle while attached to the Vehicle. This section will also apply to any disabled motor vehicle detached from the Vehicle and not attached to any other vehicle and being used by the **insured** but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

This section does not cover:

- a) **damage** to a disabled motor vehicle
- b) any liability if a disabled motor vehicle is being towed otherwise than in accordance with the law
- c) **damage to property** being carried in or on a disabled motor vehicle.

## Section 9 – Damage to Vehicle – by fire or theft

The **insurer** will indemnify the **insured** in respect of **damage** to the Vehicle and Accessories caused by fire or theft or attempted theft. Other than in respect of provision 1 this indemnity will not exceed the market value of the Vehicle and Accessories immediately before such **damage**.

## Section 10 – Damage to Vehicle – other than by fire or theft

The **insurer** will indemnify the **insured** in respect of **damage** to the Vehicle and Accessories other than as described in section 9. Other than in respect of provision 1 this indemnity will not exceed the market value of the Vehicle and Accessories immediately before such **damage**.

### Exclusions to Sections 9 and 10

Sections 9 and 10 do not cover:

1. wear and tear
2. mechanical, electrical, electronic or computer breakage, failure or breakdown
3. depreciation
4. loss of use
5. for section 10 – **damage** to tyres by application of brakes or by punctures cuts or bursts
6. **damage** to the Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds
7. **damage** caused by deception
8. any diminution in the value of the Vehicle.

### Provisions to sections 9 and 10

#### 1. New for old

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

- a) damaged to the extent that the costs of repair would exceed 50% of the manufacturer's recommended retail price plus taxes; or
- b) lost by theft and not recovered

the **insurer** will replace it with a new Vehicle of the same manufacturer and of the same or like type provided always that:

- i) the **insured** requests it; and
- ii) any other interested party known to the **insurer** consents; and
- iii) such a replacement is available.

#### 2. Theft or loss of keys

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

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

Provided that:

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

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

#### 3. Child Seat replacement

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

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

#### 4. Hotel, restaurant or similar organisation

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

#### 5. Incorrect fuelling

The **insurer** will indemnify the **insured** for the costs of draining and cleansing the fuel tank of the Vehicle as a consequence of accidental filling of the fuel tank with the incorrect fuel for the type of engine.

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

#### 6. Emergency hotel and travel expenses

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

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

Cover will only apply:

- i) if the Vehicle is immobilised as a result of **damage** or loss
- ii) if the Vehicle is lost as a result of theft covered under section 10
- iii) where the **damage** or loss necessitates an unplanned overnight stop.

#### 7. Battery coverage (leased or hired)

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

#### 8. Battery cover

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

### Section 11 – Personal accident

The **insurer** will as a result of an **employee** or spouse of an **employee** sustaining:

- a) death
  - b) total and irrecoverable loss of sight in one or both eyes
  - c) the total and irrecoverable loss of use of one or more limbs
- pay £10,000.

Provided always that:

- i) such death or bodily injury is caused by accidental means as a direct result of the use of the Vehicle
- ii) the payment will only apply in respect of one occurrence and the **insurer's** total liability will not in aggregate exceed £10,000 in respect of any one person during any one period of insurance.

#### Exclusions to section 11:

This section does not cover:

1. suicide or attempt thereat
2. any person aged 75 years or over.

### Section 12 – Repairs and spare parts

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

- a) pay the reasonable cost of removal to the nearest competent repairer and delivery to the **insured** when repairs have been completed
- b) at its discretion repair or replace the Vehicle or its Accessories or make a cash settlement not exceeding the market value of the Vehicle or its Accessories at the time of **damage**

- c) not be liable for a greater sum than the maker's last list price in the United Kingdom for the supply of any spare part and at the **insurer's** discretion a cash settlement on this basis may be made if a spare part cannot be obtained. If the supply of any spare part is delayed or repair is postponed and the **insured** uses the Vehicle in a damaged condition the **insurer** will not be liable for the cost of any further **damage** so caused.

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

### Section 13 – Personal effects

The **insurer** will indemnify the **insured** or at the request of the **insured** any other person in respect of **damage** to personal effects other than **money** while in or on the Vehicle resulting from fire, theft, attempted theft or accidental means.

Provided always that:

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

### Section 14 – Medical expenses

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

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

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

### Section 15 – Service and repair

The **insurer** will indemnify the **insured** when the Vehicle is in the care, custody or control of a member of the motor trade for service or repair.

### Section 16 – Trailers

The indemnity provided under section 2 and sections 9 and 10 if operative will apply in respect of any Trailer the property of or in the care, custody or control of the **insured**.

Provided always that the **insurer** will not be liable:

- a) for **property** being carried in or on a Trailer
- b) by virtue of this section to indemnify the **insured** in connection with the Vehicle or Trailer while the Vehicle is drawing a greater number of Trailers in all than is permitted by law.

### Section 17 – Unauthorised use

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

### Section 18 – Foreign use

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

- a) general average, salvage, sue and labour charges arising from transportation by sea provided that in respect of the Vehicle section 10 is operative
- b) the enforced payment of customs duty following **damage** to the Vehicle giving rise to a valid claim under sections 9 or 10.

### Section 19 – Motor Insurance Database

The **insured** will supply details of any Vehicle whose use is insured by this part as required by the relevant law applicable within Great Britain and Northern Ireland for entry on the Vehicle Salvage & Theft Data (formerly known as MIAFTR).

## Section 20 – Hiring agreements

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

## Section 21 – Special exclusions

This part does not cover:

### 1. Contractual liability or liquidated damages

any liability assumed by the **insured** by agreement which would not have attached in the absence of such agreement and any indemnity in respect of liquidated damages or under any penalty clause

### 2. Earthquake or riot

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

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

### 3. Lessor negligence

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

### 4. Unauthorised use

any claim while the Vehicle is with the **insured's** knowledge or consent being:

- a) used for any purpose not permitted under the Certificate
- b) driven by any person not authorised under the Certificate.

This exclusion will not apply to claims under section 15

### 5. Unlicensed drivers

any claim while the Vehicle is being driven:

- a) by the **insured** unless the **insured** holds a Licence or has held and is not disqualified from holding or obtaining such a Licence
- b) with the **insured's** general consent by any person who the **insured** knows does not hold a Licence unless such person has held and is not disqualified from holding or obtaining such a Licence.

This exclusion will not apply when section 22 clause 5 operates.

## Section 22 – Special conditions

### 1. Discharge of liability

The **insurer** may at any time pay any limit of indemnity after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

### 2. Insurer rights

The **insurer** will be entitled to possession and ownership of the Vehicle or its remains if any payment is made for actual or constructive total loss of the Vehicle.

### 3. Vehicle maintenance

The **insured** will:

- a) take all reasonable steps to maintain and use the Vehicle in an efficient and roadworthy condition
- b) take all reasonable steps to safeguard the Vehicle from **damage**.

#### 4. Unlicensed Drivers

The requirement of the Certificate that the Driver must hold a Licence or have held and not been disqualified from holding or obtaining such a Licence will not apply in circumstances where a Licence to drive is not required by law.

Provided always that:

- a) the terms of the Certificate will otherwise apply
- b) in respect of the Vehicle other than any agricultural tractor or self-propelled agricultural or forestry machine the person driving is of an age to hold a Licence to drive the Vehicle on a Road.

#### 5. Law applicable

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

### Section 23 – Cover

Cover applies within the Geographical Limits in respect of death of or bodily injury to any person or **damage to property** caused or arising in the period of insurance stated in the schedule. The extent of cover applicable is as stated in the schedule or any relevant endorsement and the following meanings apply to words and expressions used.

#### A. Comprehensive

Sections 1 to 24 apply.

#### B. Comprehensive excluding windscreens

Sections 1 to 24 apply apart from section 10 which is cancelled solely in respect of claims for the breakage of glass windscreens, windows or sunroofs.

#### C. Third party, fire and theft

Sections 1 to 9 and 11 to 24 apply.

#### D. Third party and fire

Sections 1 to 9 and 11 to 24 apply. Section 9 is cancelled other than in respect of **damage** caused by fire.

#### E. Third party and theft

Section 1 to 9 and 11 to 24 apply. Section 9 is cancelled other than in respect of **damage** caused by theft or attempted theft.

#### F. Third party

Sections 1 to 8 and 15 to 24 apply.

### Section 24 – Excess

Applicable only where stated in the schedule.

Any **excess** stated in the schedule will apply to each of the Vehicles in accordance with the following:

#### K. Accidental damage

Section 10 damage other than damage to Windscreen.

#### L. Fire

Section 9 **damage** caused by fire.

#### M. Theft

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

#### N. Windscreens

Section 10 breakage of Windscreen requiring replacement.

#### P. Third party

Section 2.

#### Q. Theft total loss

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

Any **excess** stated in the schedule will be in addition to any other **excess** which may apply.

## Section 25 – Additional covers

Applicable only where specified in the schedule(s).

### T. Continuing hire charges

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

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

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

### U. Occasional Business use

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

General Condition 10 will not apply to this cover.

### V. Loss of no claim discount/excess

#### Special definitions for this additional cover

##### Excess

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

##### No claim discount

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

##### Person insured

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

##### Cover

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

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

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

##### Exceptions

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

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

### Special conditions

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

### W. Hiring charges

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

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

### X. Termination charges

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

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

# Part J – Motor legal expenses and uninsured loss recovery

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

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

## Section 1 – Special Definitions

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

### ARAG Standard Terms of Appointment

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

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

### Costs and Expenses

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

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

### Date of Occurrence

For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured** first became aware of it.)

### Insured Person

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

### Insured Vehicle

Any Vehicle as defined in part I.

### Period of Insurance

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

### Preferred Law Firm

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

### Reasonable Prospects

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

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

### Representative

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

### Territorial Limit

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

## Uninsured Losses

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

## REPORTING A CLAIM

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

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

## Section 2 – Cover

### Insured Incidents

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

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

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

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

### What the insurer will pay

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

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

### What the insurer will not pay

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

## Section 3 – Special exclusions

This section of the policy does not cover:

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

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

## Section 4 – Special conditions

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

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

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

## HOW TO MAKE A COMPLAINT

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

- phoning **0344 893 9013**
- emailing **customer-relations@arag.co.uk**
- writing to the **Customer Relations Department, ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW**
- completing the insurer's online complaint form at **www.arag.co.uk/complaints**

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

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

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

The **insured** can contact them by:

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

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

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

## DATA PROTECTION

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

## HOW THE INSURER COLLECTS THE INSURED PERSONS INFORMATION

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

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

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

## HOW THE INSURER WILL USE YOUR INFORMATION

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

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

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of ARAG. The **insurer** will also share information with your insurer or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of ARAG please visit the **insurer's** website [www.arag.co.uk/privacy](http://www.arag.co.uk/privacy).

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

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

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

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

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

## **WHAT ARE THE INSURED'S RIGHTS?**

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

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

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

Data Protection Officer  
ARAG Legal Expenses Insurance Company Limited  
Unit 4a  
Greenway Court  
Bedwas  
Caerphilly  
CF83 8DW

Or via Email: [dataprotection@arag.co.uk](mailto:dataprotection@arag.co.uk)

## **HOW TO MAKE A COMPLAINT**

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

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

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

[www.ico.org.uk](http://www.ico.org.uk).

# Part K – Inspection contract

## Section 1 – Definitions

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

### Additional Services

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

### Annexes

The annexes forming part of this **contract** which can be viewed and downloaded from the **contractor's** website at [www.zurich.co.uk/municipal](http://www.zurich.co.uk/municipal).

### CLAW

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

### Commencement Date

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

### Competent Person

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

### Confidential Information

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

### Contract

This part including:

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

### Contract Holder

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

### Contractor

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

### CoSSH

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

### Defect

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

### EAW

The Electricity at Work Regulations 1989.

### Incident

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

### Inspect, Inspected

To perform an **inspection**.

## Inspection

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

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

## Inspection Contract Quotation

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

## Inspection Fee

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

## Inspection Frequency

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

## Inspection Interval

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

## Inspection Service

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

## IRR

The Ionising Radiations Regulations 1999.

## LOLER

The Lifting Operations and Lifting Equipment Regulations 1998.

## Mid-Term Adjustment

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

## Normal Working Hours

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

## Plant

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

## PSSR

The Pressure Systems Safety Regulations 2000.

## PUWER

The Provision and Use of Work Equipment Regulations 1998.

## Recommendations

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

## Regulations

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

## Regulatory Body

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

- a) the Health and Safety Executive
- b) United Kingdom Accreditation Service

- c) the police
- d) local authority Environmental Health Departments.

### Report

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

### Risk Assessment

A risk assessment that either:

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

### SAFed

The Safety Assessment Federation or any successor body.

### Scope

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

### Site

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

### Thorough Examination

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

### Zurich Engineering

Zurich Engineering a trading name of Zurich Management Services Limited.

### Zurich Group

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

## Section 2 – Terms and Conditions

### 2.1 Confidentiality

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

### 2.2 Continuity clause

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

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

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

### 2.3 Contract duration and renewal

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

## 2.4 Contract Holder's Responsibilities

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

## 2.5 Contractor's responsibilities

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

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

## 2.6 Contract price and payment

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

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

## 2.7 General

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

## 2.8 Responsibility for issues

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

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

## 2.9 Sanctions

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

## 2.10 Subcontracting

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

## 2.11 Termination

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

Any refund is subject to clause 2.7 a)

# Part L – Plant protection

## Section 1 – Special definitions

### Boiler and Pressure Plant

Those parts of the permanent structure including fittings and direct attachments of Plant subject to steam or other fluid pressure excluding except where specifically stated in the schedule:

- a) superheaters or economisers
- b) interconnecting piping or anything attached to such piping
- c) ancillary electrical and mechanical plant
- d) foundations, masonry, brickwork and chimneys.

### Breakdown

- a) The breaking, distortion or burning out of any part of an item of Plant while in ordinary use arising from either mechanical or electrical defect in the item causing its sudden stoppage including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine
- b) the fracturing of any part of Plant by frost when such fracture renders such Plant inoperative
- c) the complete severance of a rope forming part of Plant designed for lifting but not breakage or abrasion of individual wires or strands even if this necessitates replacement of such rope.

### Collapse

The sudden and dangerous distortion whether or not attended by rupture of any item of Boiler and Pressure Plant caused by crushing stresses by force of steam or other fluid pressure other than pressure of ignited flue gases.

### Damage

Sudden and unforeseen **damage**.

### Electrical and Mechanical Plant

All integral parts of Plant including the individual switchgear for a motor and the wiring between the motor and its switchgear or between a generator and switchboard excluding foundations, masonry or brickwork.

### Explosion

The sudden and violent rending of any item of Boiler and Pressure Plant by force of internal steam or other fluid pressure other than pressure of chemical action or of ignition of the contents or of ignited flue gases causing bodily displacement of any part of such Plant together with forcible ejection of the contents.

### Fragmentation

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

### Lifting and Handling Plant

- a) In respect of Plant comprising lifts, platform hoists and lifting tables all integral parts up to and including main circuit breakers or control valves excluding any supporting structure or foundations, masonry or brickwork
- b) in respect of cranes and other lifting Plant:
  - i) all parts commencing in the case of a fixed unit at the point or points of anchorage and in the case of a travelling unit at and including the track wheels and terminating in the case of any unit at the hook, shackle or other connection to the burden rope or chain by which the load or appliance is attached; and
  - ii) all electrical equipment by which such Plant is driven commencing at the intake switch or plug or other connection on such Plant

excluding except where specifically stated in the schedule fixing bolts or appliances or the track upon which such Plant works.

### Own Surrounding Property

**Property** belonging to the **insured** or in the **insured's** custody or control other than:

- a) any part of Plant causing the Damage or any machinery or apparatus directly driving or driven by such Plant
- b) **property** being lifted, conveyed, handled, heated, cooled, processed by or contained in Plant.

## Plant

The machinery and equipment stated in the schedule the subject of a concurrent engineering inspection contract with Zurich Management Services Limited and kept at the Site.

## Site

The locations stated in the schedule.

## Storage Tank

Any permanently installed enclosed receptacle used for storage of fuel oil including supply and delivery piping excluding:

- a) flexible piping
- b) pipes buried in the ground or in concrete, masonry or brickwork
- c) any supporting structure or foundation.

## Section 2 – Cover

In the event of Damage occurring during the period of insurance the **insurer** will pay the **insured** the value of the **property** insured at the time of its Damage or the cost of repair of the Damage or at the **insurer's** option indemnify the **insured** by reinstatement, replacement or repair provided always that the **insurer's** liability will not exceed the amount stated in the schedule as the limit of indemnity in respect of all claims arising out of any one occurrence or arising out of all occurrences of a series consequent upon or attributable to one original cause.

The cover provided is determined by cover code as defined below and stated in the schedule against the item or type of Plant to which it applies.

### Cover Code B – breakdown

Damage to any item of Plant caused by its own Breakdown.

### Cover Code EC – explosion and collapse

Damage to any item of Boiler and Pressure Plant caused by its own Explosion or Collapse.

### Cover Code F – fragmentation

As defined in section 1.

### Cover Code G – lifted goods

Damage to **property** belonging to the **insured** or in the **insured's** custody or control occurring while such **property** is being handled or lifted by an item of Plant and arising out of its use provided always that any appliance for attaching the load to such Plant complies with any statutory obligations concerning its examination and certification.

### Cover Code L – storage tank contents

- a) Loss of contents of any Storage Tank
- b) the cost of removing any escaped liquid following such loss

as a result of Damage to a Storage Tank for which liability has been admitted by the **insurer** excluding loss caused by evaporation, seepage or normal trade loss.

### Cover Code R – reinstatement

In the event of Damage to Plant for which a claim is admitted by the **insurer** the basis upon which the amount payable is to be calculated will be **reinstatement** subject to the supplementary conditions stated in clause 2.9.

### Cover Code S – sudden and unforeseen damage

Damage to Plant which necessitates immediate repair or replacement to enable normal working to continue including Damage caused by Breakdown, Explosion and Collapse.

### Cover Code W – ingress of water

Damage to Plant caused by accidental ingress of water.

## 2.1 Capital additions

This part includes additional Plant which is installed and ready for use at the Site and falling within the description of Plant types already insured under this part.

Provided always that:

- a) the **insured** will supply to the **insurer** details of additional Plant as soon as reasonably practicable but not later than 12 months after the cover has applied and pay the additional premium required on the basis agreed between the **insured** and the **insurer** from the date of installation

- b) such Plant is free from material defects known to the **insured** and complies with any statutory obligation concerning its examination and certification
- c) the **insurer** is entitled to withdraw cover if such Plant is found to be unsatisfactory for insurance following inspection by the **insurer**.

## 2.2 Debris removal

This part includes costs and expenses necessarily incurred with the **insurer's** consent following indemnifiable Damage for an amount not exceeding £25,000 or 20% of the indemnifiable Damage whichever is the lesser in:

- a) removing debris including compliance with the Waste Electrical and Electronic Equipment Directive (WEEE)
- b) dismantling and/or demolishing
- c) shoring up, propping or boarding up

of **property** following insured Damage.

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

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

## 2.3 Emergency services

This part includes emergency service charges for which the **insured** may be liable not exceeding £15,000 in respect of each and every claim for Damage for which liability is accepted by the **insurer**.

## 2.4 European Union and public authority requirements (including undamaged property)

Subject to the following supplementary conditions this part includes the additional cost of reinstatement incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Union legislation
- b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority hereinafter referred to as the 'Stipulations' in respect of Damage to the **property** insured and undamaged portions thereof.

The **insurer** will not pay for:

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

## Supplementary conditions

1. The work of reinstatement must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the **insurer's** liability not being increased.
2. If the **insurer's** liability under this part apart from this clause is reduced by the application of any of the terms and conditions of this part then the **insurer's** liability under this clause will be reduced in like proportion.

## 2.5 Expediting expenses

This part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent in effecting temporary repair and of expediting permanent repair including overtime working and the use of rapid transport in consequence of Damage to **property** insured provided always that the cost does not exceed 50% of the amount payable by the **insurer** in respect of the Damage to **property** insured or £50,000 whichever is the lesser.

## 2.6 Loss minimisation and prevention expenditure

The insurance under this part includes reasonable costs and expenses necessarily incurred by the **insured** in:

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

Provided always that:

- i) the impending Damage was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred
- ii) the costs and expenses incurred prevented or mitigated the Damage
- iii) the **insurer's** limit of indemnity does not exceed £25,000 in the aggregate in any one period of insurance.

## 2.7 Own surrounding property

This part includes Damage to Own Surrounding Property directly resulting from insured Damage to Plant or in the case of Lifting and Handling Plant caused by impact through the normal operation of Plant even though such Plant does not itself suffer Damage excluding Damage to Own Surrounding Property caused by leakage from Plant provided always that the cost does not exceed the limit of indemnity stated in the schedule.

## 2.8 Payments on account

At the **insurer's** discretion payments on account may be made to the **insured** but in no case will any payment exceed the **insurer's** liability in respect of the limit of indemnity stated in the schedule.

## 2.9 Reinstatement basis

Subject to the following supplementary conditions the basis upon which the amount payable in respect of Plant not more than 2 years old and Own Surrounding Property is to be calculated will be **reinstatement**.

### Supplementary conditions

1. The **insurer's** liability for the repair of partially damaged **property** will 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 clause will be made:
  - a) unless **reinstatement** commences and proceeds without delay
  - b) until the cost of **reinstatement** has been incurred
  - c) if the **property** insured at the time of its Damage is insured by any other insurance effected by or on the **insured's** behalf which is not on the same basis of **reinstatement**.
3. All the terms and conditions of this part will apply:
  - a) in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
  - b) where claims are payable as if this clause had not been incorporated.

## 2.10 Temporary removal

This part includes Damage to Plant while temporarily removed to any other premises or working site within the **territorial limits**, the European Economic Area and Switzerland and while in transit other than by sea or air to and from such premises or working site.

Provided always that the **insurer's** total liability in respect of Damage to **property** insured which is in transit or temporarily located at other premises will not exceed £100,000 any one **event**.

## Section 3 – Special exclusions

This part does not cover:

1. **Consequential loss**  
compensation for loss of use or consequential loss of whatsoever nature
2. **Corrosion and erosion**  
the cost of rectifying or making good any form of corrosion or erosion howsoever arising but resulting Damage is not excluded

### 3. Current report of inspection

loss or damage caused to any item of Plant unless the item has a current report of inspection issued by a competent inspection authority.

Provided always that for the purposes of this exclusion any item the status of which remains 'not available' or 'not located' 60 days after the issue date of the report of inspection in which such status was first set will be deemed not to have a current report of inspection until it has next been inspected

### 4. Excluded parts

loss or damage to:

- a) glass or non-metallic parts
- b) any device for safety or protection when it operates for that purpose
- c) bulbs, thermionic valves, electric heating elements, photo electric cells, transistors, cathode ray and x-ray tubes and similar apparatus
- d) track rails, wear plates, cutting edges, crushing, grinding or hammering surfaces, cutting, shaping or drilling tools and the like

### 5. Fire and perils

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

### 6. Inadequate maintenance

loss or damage to any item of Plant caused by or arising from non-compliance by the **insured** with the maintenance requirements specified by the Plant manufacturer or supplier

### 7. Installation

loss or damage to any item of Plant during its installation, erection or dismantling

### 8. Known defects

loss or damage caused by known defects which are noted on the current report of inspection regardless of which competent inspection authority issued the current report.

If the current inspection report was not issued by the **insurer** then the **insurer** will require the **insured** to supply the **insurer** with a copy of that report if requested

### 9. Modifications

loss or damage to any item of Plant caused by or arising from modifications to that item beyond the specifications laid down by its manufacturer

### 10. Multiple lifts

loss or damage arising out of any raising or lowering operations in which a single load is shared between any item of Lifting and Handling Plant and any other equipment unless such operation is carried out in accordance with the British or European Code of Practice for the Safe Use of Cranes applying at the time of loss

### 11. Newly installed plant

loss or damage to any item of Plant due to its own Breakdown, Explosion or Collapse:

- a) where it has not successfully completed its performance acceptance tests
- b) occurring within 28 days of its initial installation at the Site

### 12. Product Recall

loss or damage to any item of Plant caused by or arising from non-compliance by the **insured** with a recall notice issued by the Plant manufacturer or supplier

### 13. Supplier's responsibility

loss or damage for which a manufacturer, supplier, contractor or repairer is responsible to the extent that the **insured** are able to recover from such party either by law or under contract

#### 14. Testing or repair

loss or damage to any item of Plant:

- a) which at the time of its occurrence is undergoing a hydraulic test or any form of testing involving abnormal stresses or intentional overloading
- b) caused by the application of any tool or process in the course of its maintenance, inspection, repair, alteration, modification or overhaul

#### 15. Wear and tear

the cost of rectifying or making good wear and tear, scratching of painted or polished surfaces, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts, defective joints or seams but resulting Damage is not excluded

#### 16. Electronic risks

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

### Section 4 – Special provisions

#### 1. Obsolete or foreign plant

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

#### 2. Subrogation waiver

In the event of a claim the insurer agrees to waive any right, remedy or relief to which the **insurer** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary or subsidiary to parent to the **insured** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Damage
- b) any company which is a subsidiary of a parent company of which the **insured** is itself a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Damage.

#### 3. Suspension of cover

The **insurer** reserves the right at any time to suspend the insurance on any Plant until the **insurer's** requirements for its safe operation have been fulfilled.

### Section 5 – Special condition

#### 1. Access

The **insured** will afford reasonable facilities for the **insurer's** representatives to examine any Plant.

# Part M – Deterioration of stock

## Section 1 – Special definitions

### Accident

- a) Rise or fall in temperature in the cold chambers of the Refrigeration Plant at the premises as a direct result of:
  - i) sudden and unforeseen **damage** to the Refrigeration Plant or non-operation of its controlling devices by any cause not otherwise excluded
  - ii) failure of the public supply of electricity at the terminal ends of the supplier's service feeders at the premises
  - iii) failure of the electrical installation connecting the Refrigeration Plant to the supplier's service feeders
- b) action of refrigerant fumes escaping from the Refrigeration Plant.

### Refrigeration Plant

Refrigerators and freezers advised to the **insurer**.

### Replacement Value

The cost of replacing the Stored Goods including the cost of any processing and packaging undertaken by the **insured**.

### Stored Goods

Chilled or frozen foods contained in the Refrigeration Plant or elsewhere at the premises and which would have been contained in the Refrigeration Plant but for an Accident.

## Section 2 – Cover

In the event of deterioration, putrefaction or contamination of Stored Goods caused by an Accident the **insurer** will indemnify the **insured** in respect of:

- a) their Replacement Value less any amount received by the **insured** from their sale
- b) reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in their value which but for such additional expenditure would have taken place but not exceeding the amount of the reduction avoided

less any sum saved in respect of any costs or expenses which may cease or are reduced in consequence of the Accident.

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

### 2.1 Additional costs

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

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

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

### 2.2 Automatic reinstatement of sum insured

In the absence of written notice by the **insurer** or the **insured** to the contrary this insurance will not be reduced by the amount of any loss in consideration of which the **insured** will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance.

### 2.3 Loss minimisation and prevention expenditure

The insurance under this part includes reasonable costs and expenses necessarily incurred by the **insured** in:

- a) preventing or mitigating **damage** to Stored Goods in the event of an imminent Accident
- b) preventing or mitigating further **damage** to Stored Goods after or in consequence of actual **damage**.

Provided always that:

- i) the impending Accident was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred
- ii) the costs and expenses incurred prevented or mitigated the **damage**
- iii) the **insurer's** limit of liability does not exceed £2,500 in the aggregate in any one period of insurance.

### Section 3 – Special exclusions

This part does not cover:

#### 1. Consequential loss

consequential loss of whatsoever nature

#### 2. Fire and perils

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

#### 3. Utilities

loss or damage in consequence of a failure of the supply of electricity directly or indirectly due to:

- a) a deliberate act of the supplier not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- b) a scheme of rationing not necessitated by loss or damage to the supplier's generating or supply equipment
- c) the inability of the supplier to maintain the supply system due to industrial action by any of its employees

#### 4. Electronic risks

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

### Section 4 – Special provisions

#### 1. Subrogation waiver

In the event of a claim the **insurer** agrees to waive any right, remedy or relief to which the **insurer** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary or subsidiary to parent to the **insured** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Accident
- b) any company which is a subsidiary of a parent company of which the **insured** is itself a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Accident.

#### 2. Underinsurance

If at the commencement of an Accident the sum insured at the premises where the Accident has occurred is less than the total Replacement Value of the Stored Goods thereat the **insured** will be considered as being their own insurer for the difference and the amount payable will be proportionately reduced.

For the avoidance of doubt solely in respect of any item under this policy that is declared to be subject to underinsurance clause c) iii) of general condition 5 will not apply.

### Section 5 – Special condition

#### 1. Access

The **insured** will afford reasonable facilities for the **insurer's** representatives to examine any Refrigeration Plant.

# Part N – Fidelity guarantee

## Section 1 – Special definitions

### Assets

Money, securities, goods or other property belonging to the **insured** or in the **insured's** trust or custody for which the **insured** is legally liable.

### Computer Equipment

- a) Computer hardware and its peripheral devices including interconnecting wiring and media used for electronic processing, communication and storage of data
- b) temperature and environmental control, power supply and voltage regulating equipment and protective devices exclusively for use with computer hardware
- c) third party proprietary software held on media

in the **insured's** custody and control.

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of loss of Assets belonging to the **insured** or in the **insured's** trust or custody for which the **insured** is legally responsible occurring as a direct result of any act of fraud or dishonesty committed by any person guaranteed stated in the schedule during the period of insurance.

Provided always that such loss is discovered not more than 24 months following:

- a) the termination of the insurance relative to the person guaranteed concerned in such loss
- b) the termination of employment with the **insured** of the person guaranteed or the last of the respective persons guaranteed if more than one was concerned with the fraud or dishonesty
- c) the termination of this part

whichever happens first.

### 2.1 Auditors fees

The **insurer** will indemnify the **insured** in addition to the sum guaranteed in respect of costs and expenses incurred by the **insured** in investigating and proving any act of fraud or dishonesty which results in a claim under this part provided always that the liability of the **insurer** under this clause will not exceed 10% of the amount otherwise payable in respect of such claim.

### 2.2 Third party computer fraud

Where the clause is stated by endorsement in the schedule as being operative and subject to the following supplementary conditions the **insurer** will indemnify the **insured** in respect of loss of Assets directly resulting from **hacking** occurring during the period of insurance which is discovered during that period of insurance or within a period of 24 months following the expiry of that period of insurance.

Provided always that the **insurer** will not be liable under this clause for:

- a) **Electronic data**  
any loss not involving addition, amendment, substitution, corruption or distortion of or to electronic data
- b) **Employee dishonesty**  
any loss caused by an **employee** or by any other party or parties acting in collusion with any **employee**
- c) **Excess**  
the first £5,000 or any higher amount stated in any endorsement to this clause appearing in the schedule in respect of any one claim or series of claims consequent upon or attributable to any person or any group of persons acting in collusion
- d) **Loss limitation**  
more than the sum insured stated by endorsement in the schedule in respect of:
  - i) any one loss
  - ii) the total of all losses discovered during any one period of insurance where any losses discovered within 24 months of the termination of this clause will be treated as having been discovered during the final period of insurance

iii) any number of losses during any number of periods of insurance forming the basis of any one claim whether under this clause or any similar policies issued in addition to it or in substitution for it

**e) Other insurance**

any loss caused by any other person in respect of whom employee dishonesty or fidelity guarantee insurance has been effected by the **insured** or caused by any other party or parties acting in collusion with such person.

**Supplementary Conditions to Cover 2.2**

**1. Employee dishonesty and data erasure insurance**

It is a condition precedent to the liability of the **insurer** under this clause that:

- a) employee dishonesty or fidelity guarantee insurance for all **employees** must be insured with the **insurer** under this part; and
- b) the basic sum guaranteed under such employee dishonesty or fidelity guarantee insurance must be equal to or more than the sum insured under this clause; and
- c) the **insured** must have in place insurance against erasure, destruction, corruption or distortion of software or data which is the subject of **hacking**.

**2. Notification of loss**

It is a condition precedent to the **insurer's** liability under this clause that the **insured** will as soon as practicable and with due diligence give notification in writing to the **insurer** of any loss or possible loss. The **insurer** will not be liable for any loss arising after such notification attributable to the same source of **hacking** which gave rise to such notification.

**3. Particulars of loss**

The **insured** will at the **insured's** own expense and within 3 months or such longer period as the **insurer** may allow following notification of a claim deliver to the **insurer** full particulars of the loss including the amount and the identity of the person or persons alleged to have been responsible and will provide the **insurer** with further particulars, information, proofs and explanations as may be reasonably required.

**4. Systems of security**

It is a condition precedent to the **insurer's** liability in respect of **hacking** that:

- a) a documented information security policy must be maintained and this must be approved by management, published and communicated to all **employees** using Computer Equipment
- b) access to all networks and systems must be authenticated by means of individual user identifications and passwords which are unpredictable, alphanumeric of at least 6 characters and required to be changed at least every 90 days
- c) firewalls must be in place to prevent **hacking** on all connections from internal networks and systems to external networks
- d) remote users must be authenticated before being allowed to connect to internal networks and systems
- e) anti-virus software must be installed on all networks and systems to protect against viruses, worms and other malicious code.

## Section 3 – Special exclusions

This part does not cover:

### 1. Consequential loss

any loss of interest or consequential loss of any kind

### 2. Excess

an **excess** the amount of which is stated in the schedule. Unless stated otherwise the **excess** will apply to each and every loss

### 3. Employees known to have committed prior fraudulent or dishonest acts

any loss arising from the engagement of any **employee** who to the **insured's** knowledge previously committed any fraudulent or dishonest act except for convictions regarded as spent under the Rehabilitation of Offenders Act 1974

### 4. Reasonable grounds for suspicion

any loss arising out of any act of fraud or dishonesty committed by any person guaranteed after the **insured** or any person acting on behalf of the **insured** has become aware of or has reasonable grounds for suspicion of any act of fraud, dishonesty or improper or irregular conduct on the part of that person guaranteed and this exclusion will be a bar to any claim involving such a person guaranteed acting in collusion with another or also others even though such other person(s) may not have committed or have given reasonable grounds for suspicion of any act of fraud or dishonesty or irregular conduct

### 5. References not passed to the insurer

any loss where the original references relating to any defaulting **employee** have not been passed to the **insurer**

### 6. Written references

any loss unless the **insured** within 6 weeks of engaging any **employee** obtains written references from former employers covering the whole period of 3 years immediately preceding the **employee's** engagement by the **insured**.

## Section 4 – Special provisions

### 1. Automatic reinstatement

Upon discovery of a loss leading to a valid claim under this part the sum guaranteed or the sum insured under clause 2.2 will be reinstated by the amount of such loss as subsequently ascertained.

Provided always that:

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

### 2. Insurer's rights

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

### 3. Reduction of claim

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

### 4. Sum guaranteed

The sum guaranteed stated in the schedule is the **insurer's** monetary limit in respect of:

- a) any one loss irrespective of the number of persons guaranteed involved
- b) the total of all losses discovered during any one period of insurance. Any losses discovered within the 24 month period allowed under section 2 proviso c) will be treated as having been discovered during the final period of insurance
- c) the total liability of the **insurer** during any number of periods of insurance and for any number of losses forming the basis of any one claim whether under this part or any similar policies issued in addition to or in substitution for them.

Where more than one sum guaranteed appears in the schedule the **insurer's** monetary limit will be the higher sum guaranteed relevant to the persons guaranteed involved in the loss or losses.

# Part O – Personal accident

## Section 1 – Special definitions

### Annual Salary

The total annual gross salary excluding overtime, bonus or commission payments unless specifically agreed otherwise payable by the **insured** to the Insured Person at the date Bodily Injury is sustained.

### Benefit Period

The total period (not necessarily consecutive) for which benefits for Temporary Total Disablement or Temporary Partial Disablement are payable in respect of any one loss to any Insured Person.

Where an Insured Person is employed by the **insured** on a fixed period contract the benefit period will cease at expiry of the contract or as defined in the schedule whichever is earlier.

### Bodily Injury

Bodily injury which is caused by an Event.

### Channel Islands

Jersey, Guernsey, Alderney and Sark.

### Child

Any child of an Insured Person who is unmarried and dependant and under 18 years of age or under 25 years of age if in full time education.

### Conveyance

An aircraft, ship, train, coach or similar means of transport which operates under a scheduled published timetable.

### Country of Permanent Residence

The country where an Insured Person resides indefinitely or where an Insured Person has the intent to reside indefinitely.

For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

### Country of Secondment

The country where an Insured Person:

- a) temporarily resides under a contract of employment with the **insured**
- b) undertakes an activity associated with the **business**

for more than 6 months and agreed by the **insurer** in a Country of Secondment endorsement attached to and forming part of this policy.

For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

### Deferment Period

The beginning of a period of temporary disablement during which compensation for Temporary Total Disablement or Temporary Partial Disablement will not be payable.

### Employee

Any person under a contract of service or apprenticeship with the **insured** or any person the **insured** has the right to instruct in their performance.

### Event

A sudden unforeseen and identifiable occurrence.

All occurrences consequent upon or attributable to one source or original cause will be regarded as a single occurrence where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

### Event Aggregate Limit

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event as stated in section 4.

### Gross Weekly Wage

The gross average weekly equivalent of Annual Salary.

### Hijack

The unlawful seizure or taking control of a Conveyance in which the Insured Person is travelling.

### Insured Person

Any person or category of persons as stated in the schedule.

### Journey

A journey not exceeding 6 months in duration authorised by the **insured** and undertaken by an Insured Person in connection with the **business** and commencing during the period of insurance.

### Kidnap

The unlawful abduction and detention of an Insured Person against their will.

### Loss of Limb

- a) In the case of a lower limb loss by permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot
- b) in the case of an upper limb loss by permanent physical severance of the entire 4 fingers through or above the metacarpal phalangeal joints or permanent total loss of use of an entire arm or hand.

### Loss of Sight

The total loss of sight which will be deemed to have occurred:

- a) in both eyes when the condition is shown to the **insurer's** satisfaction to be permanent and without expectation of recovery and the Insured Person's name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and the **insurer** is satisfied that the condition is permanent and without expectation of recovery.

### Medical Expenses

All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified Medical Practitioner and all hospital, nursing home or ambulance charges. Dental, optical expenses and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

### Medical Practitioner

Any legally qualified medical practitioner other than an Insured Person, a member of the immediate family of an Insured Person or a non-executive director of the **insured**, a **member** or Employee.

### Multi-Engined Aeroplane Limit

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event involving the same multi-engined aeroplane as stated in section 4.

### Operative Time

The period of time during which the **insured** or an Insured Person are covered under this part as stated in the schedule.

### Other Forms of Aerial Transport Limit

The maximum amount for which the **insurer** can be held liable in respect of all claims for Bodily Injury arising out of any one Event involving the same aircraft (not being a multi-engined aeroplane) as stated in section 4.

### Paraplegia

The permanent and total paralysis of the 2 lower limbs.

### Partner

The spouse, co-habiting partner or any other person recognised as the lawful partner of the Insured Person.

### Permanent Total Disablement

- a) In respect of an Insured Person who is an Employee and aged above 16 years of age but below state retirement age: disablement caused other than by Loss of Limb, Loss of Sight, Total Loss of Hearing or Total Loss of Speech which will in all probability totally prevent the Insured Person from engaging in their Usual Occupation for the remainder of their life.

- b) In respect of an Insured Person who is:
  - i) neither an Employee nor a **member**
  - ii) an Employee and above the state retirement age or below 16 years of age
 disablement caused other than by Loss of Limb, Loss of Sight, Total Loss of Hearing or Total Loss of Speech which will in all probability entirely prevent the Insured Person from engaging in any occupation for the remainder of their life.
- c) In respect of an Insured Person who is a **member**: disablement caused other than by Loss of Limb, Loss of Sight, Total Loss of Hearing or Total Loss of Speech which will in all probability prevent the Insured Person from engaging in the main occupation for which they are suited by training and qualifications for the remainder of their life.

### Quadriplegia

The permanent and total paralysis of all 4 limbs of the body.

### Temporary Partial Disablement

- a) In respect of an Insured Person who is an Employee and aged above 16 years of age but below state retirement age: disablement which prevents the Insured Person from engaging in more than 60% of their Usual Occupation for the Benefit Period.
- b) In respect of an Insured Person who is:
  - i) neither an Employee nor a **member**
  - ii) an Employee above the state retirement age or below 16 years of age
 disablement of the Insured Person to a substantial extent from engaging in any occupation for the Benefit Period.
- c) In respect of an Insured Person who is a **member**: disablement from engaging in more than 60% of the main occupation of the Insured Person for which they are suited by training and qualifications for the duration of the Benefit Period.

### Temporary Total Disablement

- a) In respect of an Insured Person who is an Employee and aged above 16 years of age but below state retirement age: disablement which totally prevents the Insured Person from engaging in all elements of their Usual Occupation for the Benefit Period.
- b) In respect of an Insured Person who is:
  - i) neither an Employee nor a **member**
  - ii) an Employee above the state retirement age or below 16 years of age
 disablement which entirely prevents the Insured Person from engaging in any occupation for the Benefit Period.
- c) In respect of an Insured Person who is a **member**: disablement which totally prevents the Insured Person from engaging in all elements of the main occupation for which they are suited by training and qualifications for the duration of the Benefit Period.

### Total Loss of Hearing

Total and permanent loss of hearing.

### Total Loss of Speech

Total and permanent loss of speech.

### United Kingdom

England, Scotland, Wales and Northern Ireland.

### Usual Occupation

The main occupation of the Insured Person for which they are suited by training and qualifications under a contract of employment with the **insured**.

### War

Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

## Section 2 – Cover

If an Insured Person sustains Bodily Injury during the Operative Time that within 24 months solely and independently of any other cause results in accidental death or accidental disablement the **insurer** will pay the **insured** the appropriate benefit stated in the schedule.

In respect of any one Insured Person a benefit will not be payable under more than one of benefits 1 to 7 with the exception of benefit 6 or benefit 7 which are payable in addition to benefit 4. Any benefit payable under benefit 8 or benefit 9 will immediately cease should a benefit under one of benefits 1 to 7 subsequently be payable by the **insurer** to the **insured**.

In respect of an Insured Person under the age of 16 the maximum compensation payable under benefit 1 will be £10,000.

### 2.1 Childcare costs and domestic staff expenses – members and Employees

In the event of a claim being agreed by the **insurer** for Temporary Total Disablement the **insurer** will indemnify the **insured** on behalf of any **member** or Employee for childcare costs and domestic staff expenses up to a maximum amount of £500 per week for a maximum period of 26 weeks or until the date of return full time to Usual Occupation whichever is the lesser period.

### 2.2 Coma benefit

In the event of the continuous unconsciousness of the Insured Person caused solely and independently by Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** £375 per week for each full week of continuous unconsciousness up to a maximum period of 104 weeks.

### 2.3 Damage to personal effects

If an Insured Person sustains **damage** to their personal effects consisting of money, articles of clothing, footwear and other **property** worn or carried by the Insured Person as a result of Bodily Injury in respect of which benefit becomes payable under this part or unprovoked assault during the Operative Time the **insurer** will pay the **insured** up to a maximum amount of £500.

### 2.4 Dental injury expenses

If an Insured Person sustains **damage** to teeth or fixed dentures during the Operative Time the **insurer** will pay the **insured** for the cost of necessary dental treatment required within 12 months of the Event giving rise to the **damage** up to a maximum amount of £2,000.

### 2.5 Dependants' benefit

If a payment is made under benefit 1 the **insurer** will pay the **insured** an amount per Child of 2% of the amount stated under benefit 1 subject to a maximum of £5,000 per Child and up to a total of 10% of the amount stated under benefit 1 or £50,000 whichever is the lesser.

### 2.6 Disability assistance

If an Insured Person sustains Bodily Injury during the Operative Time that within 24 months solely and independently of any other cause results in either Paraplegia or Quadriplegia the **insurer** will pay the **insured** up to £20,000 for expenses incurred with the **insurer's** prior written consent for alterations that are required to the Insured Person's home or car.

Provided always that expenses must have been incurred within 12 months of the **insured** receiving a benefit payment for either Paraplegia or Quadriplegia from the **insurer**.

### 2.7 Disappearance

If an Insured Person disappears and after a suitable period of time as judged reasonable by the appropriate legal authority it is reasonable to believe that the Insured Person's death resulted from Bodily Injury during the Operative Time the **insurer** will pay the **insured** the sum insured under benefit 1 in the schedule. If it later transpires that the Insured Person has not died any amount paid will be refunded by the **insured** to the **insurer**.

### 2.8 Domestic travel expenses

If an Insured Person sustains Bodily Injury while on a Journey during the Operative Time and requires an in-patient hospital admission within the Insured Person's Country of Permanent Residence or Country of Secondment the **insurer** will pay the **insured** up to £5,000 for all reasonable costs necessarily incurred for:

- a) travel, sustenance and accommodation expenses for up to 2 nominated persons who on medical advice are required to travel to or remain with the Insured Person until the Insured Person's return to the place where the Insured Person permanently resides within the country where they are an in-patient
- b) the return transportation of the Insured Person to the place where the Insured Person permanently resides within the country where they are an in-patient
- c) the transportation of the Insured Person to their final resting place within their Country of Permanent Residence or Country of Secondment in the event of the death of the Insured Person as a result of such Bodily Injury.

## 2.9 Exposure

If an Insured Person suffers unavoidable exposure to the elements during the Operative Time that within 24 months solely and independently of any other cause results in death or disablement the **insurer** will pay the **insured** in accordance with the benefits stated in the schedule.

## 2.10 Facial scarring

If an Insured Person sustains Bodily Injury during the Operative Time which results in permanent scarring to no less than 15% of the facial area the **insurer** will pay the **insured** £1,500 and this benefit will be increased proportionally to a maximum amount of £10,000 on the basis of actual scarring of the facial area up to 100%.

## 2.11 Funeral expenses

If a payment is made under benefit 1 the **insurer** will pay the **insured** up to £10,000 for reasonable funeral expenses. The **insurer** will not be liable for more than the Event Aggregate Limit stated in section 4.

## 2.12 Hijack or kidnap

If an Insured Person is the victim of a Hijack or Kidnap during the Operative Time the cover provided under this section will remain in force until the Insured Person has returned to their Country of Permanent Residence or Country of Secondment or until a period of 12 months from the date of the Hijack or Kidnap has expired whichever occurs first.

## 2.13 Hospitalisation benefit

If an Insured Person is admitted to hospital as an in-patient as a result of Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** £375 for each full week of hospitalisation up to a maximum period of 52 weeks.

## 2.14 Medical Expenses

If an Insured Person incurs Medical Expenses as a result of Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** up to 20% of the amounts paid under benefits 1 to 7 inclusive or 30% of the amounts paid under either benefit 8 or benefit 9 whichever is the greater but not exceeding £20,000.

## 2.15 Moving costs

Where an Insured Person sustains Permanent Total Disablement and the **insurer** agrees to a claim for such disablement the **insurer** will pay the **insured** on behalf of the Insured Person up to a maximum amount of £20,000 for estate agent's fees, stamp duty and removal costs incurred by the Insured Person within 24 months of the Event giving rise to the disablement as a result of which it becomes necessary to move their permanent residence to an alternative permanent residence.

## 2.16 Permanent Partial Disablement

If the Insured Person sustains permanent partial disablement during the Operative Time the **insurer** will pay the **insured** the following percentages of the sum insured under benefit 4 for permanent severance or permanent total loss of use of:

a) one thumb	30%
b) forefinger	20%
c) any finger other than forefinger	10%
d) big toe	15%
e) any toe other than big toe	5%
f) shoulder or elbow	25%
g) wrist, hip, knee or ankle	20%
h) lower jaw by surgical operation	30%

Provided always that:

- i) when an Insured Person suffers more than one form of permanent partial disablement as a result of an Event the percentages from each will be added together but the **insurer** will not pay more than 100% of benefit 5
- ii) any permanent partial disablement not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above without reference to the Insured Person's occupation
- iii) if a claim is payable for loss of or loss of use of a whole part of the body a claim for any component part of that part cannot also be made.

### 2.17 Physiotherapy

In the event of a claim being agreed by the **insurer** for Temporary Total Disablement the **insurer** will pay the **insured** on behalf of the Insured Person for the cost of physiotherapy up to a maximum amount of £500.

### 2.18 Rehabilitation support

Where an Insured Person suffers Bodily Injury resulting in disablement for which the **insurer** agrees to pay a benefit under this part the **insurer** will at its discretion for a maximum period of 12 months from the date of such disablement enlist the services of Zurich Medical Management to:

- a) carry out by telephone an initial medical assessment of the Insured Person in conjunction with the Insured Person's medical advisors and discuss options for beneficial medical, prosthetic and counselling services
- b) provide support to the Insured Person during the recovery period to minimise the effects of their Bodily Injury and to follow the agreed rehabilitation plan and to advise on and coordinate a return to work plan.

Provided always that the **insured** or the Insured Person will bear the cost of any treatment or other services taken up as a result of such support or arrangements offered or made by Zurich Medical Management other than that cost allowed for under clause 2.17.

### 2.19 Retraining expenses – members and Employees or their Partner

If the **insurer** makes a payment for Permanent Total Disablement the **insurer** will also pay the **insured** up to £15,000 for reasonable expenses incurred in retraining any **member** or Employee for an alternative occupation and in the event of the **member** or Employee being unable to undertake retraining for any alternative occupation the **insurer** will pay the **insured** up to £15,000 for reasonable expenses incurred in retraining the **member's** or Employee's Partner for a new or alternative occupation.

## Section 3 – Special exclusions

This part does not cover any expense or loss arising from:

### 1. Active service

an Insured Person engaging in active service in any of the armed forces of any nation

### 2. Age limitation

any Insured Person who has attained the age of 80 years or in the case of a **member** 90 years unless such Bodily Injury, loss or expense occurs during the period of insurance in which the Insured Person attains the age of 80 or 90 years as the case may be

### 3. Excluded causes

any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post traumatic stress disorder other than as a direct result of Bodily Injury caused by an Event

### 4. Excluded travel to dangerous or unsettled areas

a Journey to the countries or specific areas of countries listed in the schedule

### 5. Non-passenger air travel

an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

### 6. Suicide or self-injury

an Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury

### 7. War risks

War within the Insured Person's Country of Permanent Residence or Country of Secondment.

## Section 4 – Special provisions

### 1. Any one Insured Person maximum benefit

The maximum amounts payable under this part are as follows:

Maximum benefit any one Insured Person (benefits 1 to 7)	£500,000
Maximum benefit any one Insured Person (benefits 8 and 9)	£500,000

## 2. Event Aggregate Limitation

The maximum amount payable under this part as the Event Aggregate Limit is £5,000,000.

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event exceeds the Event Aggregate Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Event Aggregate Limit.

## 3. Multi-Engined Aeroplane Limit and Other Forms of Aerial Transport Limit

The maximum amount payable under this part as:

- |   |            |
|---|------------|
| a) the Multi-Engined Aeroplane Limit is         | £1,000,000 |
| b) the Other Forms of Aerial Transport Limit is | £500,000   |

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event involving the same:

- i) multi-engined aeroplane exceeds the Multi-Engined Aeroplane Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Multi-Engined Aeroplane Limit
- ii) aircraft (not being a multi-engined aeroplane) exceeds the Other Forms of Aerial Transport Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Other Forms of Aerial Transport Limit.

## Section 5 – Special conditions

### 1. Assignment

This insurance may not be assigned without the prior written consent of the **insurer**.

### 2. Interest

No sum payable under this part will carry interest.

### 3. Special claims conditions

It is a condition precedent to the **insurer's** liability under this part that in the event of any circumstances which could give rise to a claim the **insured** will:

- a)
  - i) give notice to the **insurer** as soon as reasonably possible
  - ii) make no admission of liability without the **insurer's** prior written consent
  - iii) provide the **insurer** or the **insurer's** appointed representatives with:
    - 1) all necessary assistance in a timely manner
    - 2) all information reasonably required
    - 3) all documentation and records necessary to establish and assess indemnity under this part
  - iv) prove the loss to the **insurer's** reasonable satisfaction
  - v) forward immediately to the **insurer** or the **insurer's** representatives any letter, writ or other document received in connection with any claim made under this part
  - vi) assist and concur with all reasonable arrangements for the **insurer's** medical advisers to examine an Insured Person in respect of whom a claim has arisen
- b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by the **insurer** on all matters connected with a claim at such reasonable time and place as the **insurer** may designate.

No act by the **insurer** or the **insurer's** representatives in connection with any investigation will be deemed a waiver of any defence which the **insurer** might otherwise have. All acts will be deemed to have been made without prejudice to the **insurer's** liability.

The **insurer** reserves the right to:

- i) take such steps as the **insurer** deems necessary to prevent, mitigate or minimise a loss
- ii) take over and conduct the defence or settlement of claims made against an Insured Person that is covered by this part
- iii) pursue all rights or remedies available to the **insured** whether or not payment has been made.

### 4. Third party rights

A person who is not a party to this contract including specifically an Insured Person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

# Part P – Legal expenses

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

## Section 1 – Special Definitions

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

### ARAG Standard Terms of Appointment

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

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

### Costs and Expenses

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

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

### Date of Occurrence

- a) For civil cases (other than as specified under (c) to (e) below) the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured** or an Insured Person first became aware of it.)
- b) For criminal cases the Date of Occurrence is when the Insured Person began, or is alleged to have begun to break the law.
- c) For insured incident 3 – Statutory licence appeal the date when the **insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the **insured's** licence, mandatory registration or British Standard Certificate of Registration.
- d) For insured incident 7 Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies the **insured** of its intention to carry out an enquiry.

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

- e) For insured incident 2 Legal defence (e) Statutory notice appeals, the date when the Insured Person is issued with the relevant notice and has the right to appeal.

### Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning the **insured's** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

### Insured Person

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

### Period of Insurance

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

### Preferred Law Firm

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

## Reasonable Prospects

- a) For civil cases (other than insured incidents 1 Employment disputes and compensation awards and 2 Legal defence) the prospects that the Insured Person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that the **insurer** has agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%.

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

- b) For criminal cases there is no requirement for there to be prospects of a successful outcome.  
c) For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

## Representative

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

## Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- a) includes a request to examine any aspect of the **insured's** books and records; or  
b) advises of a check of the **insured's** whole tax return.

## Territorial Limit

### For insured incidents 2 Legal Defence (excluding 2(e)), and 6(b) Bodily Injury

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Lichtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

### For all other insured incidents

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

## VAT Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to the **insured's** VAT affairs.

To make sure that the **insured** gets the most from the cover, please take time to read this section of the policy which explains the insurance cover and additional services available.

## HOW THIS SECTION OF THE POLICY CAN HELP

Please find below information about the services this section of the policy offers and details of how to make a claim. If the **insured** wishes to speak to the **insurer** about:

- **Legal Advice** – the **insured** can get telephone legal advice on any legal issue affecting their **business**.
- **Insurance Claims** – the **insured** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting the **business**.

Please phone the **insurer** on 0117 934 2116. The **insurer** will ask the **insured** about their legal issue and if necessary call them back to deal with their query.

## REPORTING A CLAIM

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

Report a claim by calling the **insurer** on **0117 934 2116**, available 24 hours a day, 7 days a week. Have the policy number ready and the **insurer** will ask about the claim.

The **insurer** will assess the claim to check the claim is covered and, if it is, the **insurer** will send it to a lawyer who specialises in that type of claim.

The lawyer will assess the case and tell the **insured** how likely it is they will win. If they are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. The **insurer's** claims handlers can answer any questions the **insured** may have when they receive the **insured's** claim, alternatively the **insured** can visit [claims.araginsurance.co.uk](http://claims.araginsurance.co.uk)

## Section 2 – Cover

This policy section, the policy schedule and any endorsement shall be considered as one document and describe the contract between the **insured** and the **insurer**. The **insurer** agrees to provide the insurance described in this policy section for the **insured** (or where specified, the Insured Person) in respect of any insured incident arising in connection with the **business**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy section, provided that:

- a) Reasonable Prospects exist for the duration of the claim (other than insured incidents Employment disputes and compensation awards and Legal defence)
- b) the Date of Occurrence of the insured incident is during the Period of Insurance; or
- c) during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - i) the previous legal expenses insurance policy required the **insured** to report claims during its currency
  - ii) the **insured** could not have notified a claim previously as the **insured** could not have reasonably been aware of the insured incident
  - iii) cover has been continuously maintained in force
  - iv) the **insurer** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
  - v) the available limit of indemnity shall be limited to the lesser of the sums payable under this or the **insured's** previous policy, and
- d) any legal proceedings will be dealt with by a court or other body which the **insurer** agrees to in the Territorial Limit
- e) the insured incident happens within the Territorial Limit.

### What the insurer will pay

The **insurer** will pay a Representative, on the **insured's** behalf, Costs and Expenses incurred following an insured incident, and any compensation awards that the **insurer** has agreed to, provided that:

1. the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause for Costs and Expenses and compensation awards claims is detailed within the **insured's** policy schedule
2. the most the **insurer** will pay for the total of all compensation awards under insured incident 1 – Employment disputes and compensation awards (b) Compensation awards in any one Period of Insurance shall not exceed £1,000,000
3. the most the **insurer** will pay in Costs and Expenses is no more than the amount the **insurer** would have paid to a Preferred Law Firm or tax consultancy. The amount the **insurer** will pay a law firm (where acting on the **insured's** behalf) is currently £100 per hour. This amount may vary from time to time
4. in respect of an appeal or the defence of an appeal, the **insured** must tell the **insurer** within the time limits allowed that the **insured** wants to appeal. Before the **insurer** pays the Costs and Expenses for appeals, the **insurer** must agree that Reasonable Prospects exist
5. for an enforcement of judgment to recover money and interest due to the **insured** after a successful claim under this section of the policy, the **insured** must agree that Reasonable Prospects exist
6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **insurer** will pay in Costs and Expenses is the value of the likely award; and
7. in respect of incident 2 – Legal defence (f) Jury service and court attendance the maximum the **insurer** will pay is the Insured Person's net salary or wages for the time that the Insured Person is absent from work less any amount the **insured**, the court or tribunal pays.

### What the insurer will not pay

1. In the event of a claim, if the **insured** decides not to use the services of a Preferred Law Firm or tax consultancy, the **insured** will be responsible for any costs that fall outside the ARAG Standard Terms of Appointment and these will not be paid by the **insurer**.
2. If the **insured** is registered for VAT the **insurer** will not pay the VAT element of any Costs and Expenses.
3. the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If the **insured** is using a Preferred Law Firm, the **insured** will be asked to pay this within 21 days of the **insured's** claim having been assessed as having Reasonable Prospects. If the **insured** are using the **insured's** own law firm, this will be within 21 days of their appointment (following confirmation the **insured's** claim has Reasonable Prospects). If the **insured** does not pay this amount the cover for the **insured's** claim could be withdrawn.

## Insured Incidents

### 1. Employment Disputes and Compensation Awards

#### a) Employment Disputes

Costs and Expenses to defend the **insured's** legal rights:

- i) before the issue of legal proceedings in a court or tribunal;
  - 1) following the dismissal of an employee; or
  - 2) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- ii) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- iii) in legal proceedings in respect of any dispute with:
  - 1) a contract of employment with the **insured**; or
  - 2) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

#### Exclusions to insured incident 1 a)

Insured incident 1 a) does not cover a claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force before:
  - a) any dispute where the originating cause of action arises within the first 90 days of the start of this section of the policy
  - b) any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this section of the policy if the Date of Occurrence was within the first 180 days of the start of this section of the policy and the dispute relates directly to the same matter(s) which gave rise to that warning
  - c) any notice of redundancy or alleged redundancy or unfair selection for redundancy which arises within the first 180 days of the start of this section of the policy
2. any claim in respect of damages for personal injury
3. employee internal disciplinary or grievance procedures
4. pursuing the **insured's** legal rights.

#### b) Compensation Awards

The **insurer** will pay:

- i) any basic and compensatory award; and/or
- ii) an order for compensation following a breach of the **insured's** statutory duties under employment legislation in respect of a claim the **insurer** has accepted under insured incident 1 a).

Provided always that:

- 1 any sum of money in settlement of a dispute is awarded by a court, tribunal under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by the **insurer**.
- 2 the total amount payable by the **insurer** for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one Period of Insurance will not exceed £1,000,000.

#### Exclusions to insured incident 1 b)

Insured incident 1 b) does not cover a claim relating to the following:

1. any compensation award relating to the following:
  - a) trade union activities, trade union membership or non-membership
  - b) pregnancy or maternity rights, paternity, parental or adoption rights
  - c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - d) statutory rights in relation to trustees of occupational pension schemes
2. non-payment of money due under a contract

3. any award ordered because the **insured** has failed to provide relevant records to employees under National Minimum Wage legislation
4. any compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal
5. a settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

**c) Employee civil legal defence**

Costs and Expenses to defend the Insured Person's legal rights if an event arising from an Insured Person's work as an employee leads to civil action being taken against them under legislation for unlawful discrimination

**d) Service Occupancy**

Costs and Expenses to recover possession of premises owned by or for which the **insured** is responsible from the **insured's** employee or ex-employee.

**Exclusion to insured incident 1 d)**

Insured incident 1 d) does not cover a claim relating to the following:

1. any claim relating to defending the **insured's** legal rights other than defending a counter-claim that is an insured incident under this section of the policy.

**2. Legal Defence**

At the **insured's** request:

- a) Costs and Expenses to defend the Insured Person's legal rights:

- i) prior to the issue of legal proceedings when dealing with the:
  - 1) police; or
  - 2) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence
- ii) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

Provided that for claims relating to the Health and Safety at Work etc Act 1974 the Territorial Limit shall be any place where the Act applies.

Please note the **insurer** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business**. Please see Section 2 – Cover

- b) Costs and Expenses to defend the Insured Person's legal rights if civil action is taken against the Insured Person for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- i) an individual. The **insurer** will also pay any compensation award in respect of such a claim
- ii) a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note the **insurer** will not pay any compensation award in respect of such a claim.

Provided that in respect of 2(b)(i) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by the **insurer**.

Please note the **insurer** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Special exclusion 3 of this Section.

- c) Cost and Expenses to defend the Insured Person's legal rights following civil action taken against the Insured Person for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance
- d) Costs and Expenses to defend the Insured Person's (other than the **insured's**) legal rights if civil action is being taken against them as trustee of a pension fund set up for the benefit of the **insured's** employees.
- e) Costs and Expenses for an appeal against the imposition or terms of any statutory notice issued under legislation affecting the **insured's** business
- f) the **insurer** will pay for an Insured Person's absence from work:
  - i) to perform jury service
  - ii) to attend any court or tribunal at the request of the Representative.

The maximum the **insurer** will pay is the Insured Person's net salary or wages for the time that they are absent from work less any amount the **insured**, the court or tribunal, have paid them.

The **insurer** will reimburse the **insured** for net salary or wages that they have paid the Insured Person for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

### Exclusions to insured incident 2

Insured incident 2 does not cover a claim relating to the following:

1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs. Please note this exclusion applies to section a) i) of the Legal defence cover.
2. investigations or prosecutions for alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle. Please note this exclusion applies to sections a) i) and a) ii) of the legal defence cover
3. a) the loss, alteration, corruption or distortion of, or damage to stored personal data; or  
b) a reduction in the functionality, availability, or operation of stored personal data  
resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.  
Please note this exclusion applies to section b) of the Legal defence cover.
4. an appeal against the imposition or terms of any Statutory Notice issued in connection with the **insured's** licence, mandatory registration or British Standard Certificate of Registration
5. a Statutory Notice issued by an Insured Person's regulatory or governing body.

Please note exclusions 4. and 5. apply to section e) of the Legal defence cover.

6. any claim if the **insured** or the Insured Person are unable to prove the loss (Please note, this exclusion applies to section f) of the Legal defence cover.

### 3. Statutory Licence Appeal

Costs and Expenses to represent the **insured** in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms, of or refuse to renew, or cancel the **insured's** licence, mandatory registration or British Standard Certificate of Registration.

### Exclusions to insured incident 3

Insured incident 3 does not cover a claim relating to the following:

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

### 4. Contract Disputes

This insured incident is only operative if shown in the schedule.

Costs and Expenses for the **insured's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the **insured** for the purchase, hire, sale or provision of goods or of services.

Provided that:

- a) the amount in dispute exceeds £250 (incl. VAT). If the amount in dispute exceeds £5,000 (incl. VAT), the **insured** must pay the first £500 of any claim. If the **insured** is using a Preferred Law Firm, the **insured** will be asked to pay this within 21 days of the **insured's** claim having been assessed as having Reasonable Prospects. If the **insured** is using their own law firm, this will be within 21 days of their appointment (following confirmation the **insured's** claim has Reasonable Prospects).  
If the **insured** does not pay this amount the cover for the **insured's** claim could be withdrawn
- b) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250 (incl. VAT)
- c) if the dispute relates to money owed to the **insured** a claim under this section of the policy is made within 90 days of the money becoming due and payable.

#### Exclusions to insured incident 4

Insured incident 4 does not cover a claim relating to the following:

1. unless equivalent legal expenses insurance was in force immediately before, any dispute arising from an agreement entered into prior to the start of this section of the policy if the Date of Occurrence is within the first 90 days of start of this section of the policy
2.
  - a) a dispute relating to an insurance policy, other than when the **insured's** insurer refuses the **insured's** claim
  - b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings other than a dispute with a professional advisor in connection with these matters
  - c) a loan, mortgage, pension, guarantee or any other financial product other than a dispute with a professional adviser in connection with these matters
3. a dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **insured**. (Please refer to insured incident 1 Employment disputes and compensation awards.)
4. a dispute which arises out of the:
  - a) sale or provision of computer hardware, software, systems or services
  - b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the **insured's** own specification
5. a dispute arising from a breach or alleged breach of professional duty by an Insured Person
6. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

#### 5. Debt Recovery

This insured incident is only operative if shown in the schedule.

Costs and Expenses for the **insured's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.

Provided that:

- a) the debt exceeds £250 (incl. VAT)
- b) a claim for debt recovery under this section of the policy is made within 90 days of the money becoming due and payable
- c) the **insurer** has the right to select the method of enforcement or to forego enforcing judgment if the **insurer** is not satisfied that there are or will be sufficient assets available to satisfy judgment.

#### Exclusions to insured incident 5

Insured incident 5 does not cover a claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately before, any debt arising from an agreement entered into prior to the start of this section of the policy if the debt is due within the first 90 days of the start of this section of the policy
2. any claim relating to the following:
  - a) the settlement payable under an insurance policy
  - b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings
  - c) a loan, mortgage, pension, guarantee or any other financial product, other than a dispute with a professional adviser in connection with these matters
3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
4. the recovery of money and interest due from another party where the other party intimates that a defence exists
5. any dispute which arises from debts the **insured** has purchased from a third party.

#### 6. Property Protection and Bodily Injury

##### a) Property Protection

Costs and Expenses for the **insured's** legal rights in any civil dispute relating to property which is owned by or the responsibility of the **insured** following:

- i) any event which causes physical damage to such property

- ii) a legal nuisance (meaning any unlawful interference with the **insured's** use or enjoyment of the **insured's** land, or some right over, or in connection with it); or
- iii) a trespass.

Please note that the **insured** must have established, or there must be reasonable prospects of the **insured** establishing, the legal ownership or right to the physical property that is the subject of the dispute.

#### **Exclusions to insured incident 6 a)**

Insured incident 6 a) does not cover any claim relating to the following:

1. a contract entered into by the **insured** (please refer to insured incident 4 Contract disputes, if operative)
2. physical property which is in transit or which is lent or hired out
3. goods at premises other than those occupied by the **insured** unless the goods are at the premises for the purpose of installations or use in work to be carried out by the **insured**
4. mining subsidence
5. defending the **insured's** legal rights other than in defending a counter-claim
6. the enforcement of a covenant by or against the **insured**.

#### **b) Bodily Injury**

At the **insured's** request, Costs and Expenses for an Insured Person's and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them.

#### **Exclusions to insured incident 6 b)**

Insured incident 6 b) does not cover any claim relating to the following:

1. any illness or bodily injury which develops gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an Insured Person's or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

#### **7. Tax Protection**

Costs and Expenses for:

- a) a Tax Enquiry
- b) an Employer Compliance Dispute
- c) a VAT dispute.

Provided that the **insured** has taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note the **insurer** will only cover tax claims which arise in direct connection with the activities of the **business**. Please see Section 2 – Cover

#### **Exclusions to insured incident 7**

Insured incident 7 does not cover a claim relating to the following:

1. a tax avoidance scheme
2. any failure to register for Value Added Tax or Pay As You Earn
3. any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
4. any claim relating to import or excise duties and import VAT
5. any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

### Section 3 – Special Exclusions

This section of the policy does not cover:

1. any claim reported to the **insurer** more than 180 days after the date the Insured Person should have known about the insured incident
2. Costs and Expenses incurred before the expressed acceptance of a claim by the **insurer**
3. fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under insured incident 1b) Compensation Awards and 2 Legal Defence
4. any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
5. any claim relating to rights under a franchise or agency agreement entered into by the **insured**
6. any wilful act or omission of an Insured Person deliberately intended to cause a claim under this section of the policy
7. a dispute with the **insurer** not otherwise dealt with under special condition 7
8. any claim relating to a shareholding or partnership share in the **business**.
9. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
10. legal action an Insured Person takes which the **insurer** or the Representative have not agreed to or where the Insured Person does anything that hinders the **insurer** or the Representative
11. when either at the start of or during the course of a claim the **insured** is declared bankrupt or has filed a bankruptcy petition or winding-up petition or has made an arrangement with its creditors or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator
12. any claim relating to written or verbal remarks that damage the Insured Person's reputation
13. any claim where an Insured Person is not represented by a law firm, barrister or tax expert.

### Section 4 – Special Conditions

1. An Insured Person must:
  - a) co-operate fully with the **insurer** and the Representative;
  - b) give the Representative any instructions that the **insurer** asks the **insured** to.
2.
  - a) On receiving a claim, if representation is necessary, the **insurer** will appoint a Preferred Law Firm or tax consultancy as the **insured's** Representative to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
  - b) If the Representative cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm or tax expert to act as the Representative. The **insurer** will choose the Representative to represent the **insured** in any proceedings where the **insurer** is liable to pay a compensation award.
  - c) If the **insured** chooses a law firm as the **insured's** Representative who is not a Preferred Law Firm or tax consultancy, the **insurer** will give the **insured's** choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or tax consultancy. However if they refuse to act on this basis, the most the **insurer** will pay is the amount the **insurer** would have paid if they had agreed to the ARAG Standard Terms of Appointment. The amount the **insurer** will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.
  - d) The Representative must co-operate with the **insurer** at all times and must keep the **insurer** up to date with the progress of the claim.
3.
  - a) An Insured Person must tell the **insurer** if anyone offers to settle a claim and must not agree to any settlement without the **insurer** expressed consent.
  - b) If an Insured Person does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
  - c) The **insurer** may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an Insured Person must allow the **insurer** to take over and pursue or settle a claim in their name. An Insured Person must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give the **insurer** all the information and help the **insurer** needs to do so.

4. a) an Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited if the **insurer** asks for this.  
b) An Insured Person must take every step to recover Costs and Expenses that the insurer has to pay and must pay the **insurer** any Costs and Expenses that are recovered.
5. If a Representative refuses to continue acting for the Insured Person with good reason or if the Insured Person dismisses a Representative without good reason the cover the **insurer** provides will end at once unless the **insurer** agrees to appoint another Representative.
6. a) If an Insured Person settles a claim or withdraws their claim without the **insurer's** agreement or does not give suitable instructions to a Representative, the **insurer** can withdraw cover and will be entitled to re-claim any Costs and Expenses they have paid.  
b) If during the course of a claim Reasonable Prospects no longer exist the cover the **insurer** provides will end at once. The **insurer** will pay any Costs and Expenses and compensation awards they have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement about the handling of a claim and it is not resolved through the **insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))  
  
If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the **insurer** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
8. If there is a disagreement between an **Insured** Person and the insurer on the merits of the claim or proceedings, or on a legal principle, the **insurer** may suggest the Insured Person obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by the **insurer** and the cost expressly agreed in writing between the Insured Person and the **insurer**. Subject to this the **insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that the **insurer** has agreed to) or make a successful defence. This does not affect the **Insured Person's** rights under Special Condition 7.
9. An Insured Person must:
  - a) keep to the terms and conditions of this section of the policy
  - b) take reasonable steps to avoid and prevent claims
  - c) take reasonable steps to avoid incurring unnecessary costs
  - d) send everything the **insurer** asks for in writing; and
  - e) report to the **insurer** full and factual details of any claim as soon as possible and give the **insurer** any information they need.
10. Apart from the **insurer** the **insured** is the only person who may enforce all or any of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third-party rights or interest.
11. If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this section of the policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.
12. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured's** business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## HOW TO MAKE A COMPLAINT

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

- phoning **0344 893 9013**
- emailing **customer-relations@arag.co.uk**
- writing to the **Customer Relations Department, ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW**
- completing the insurer's online complaint form at **www.arag.co.uk/complaints**

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

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

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

The insured can contact them by:

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

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

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

## DATA PROTECTION

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

## HOW THE INSURER COLLECTS THE PERSON INSURED'S INFORMATION

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

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

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

## HOW THE INSURER WILL USE YOUR INFORMATION

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

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

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of ARAG. The **insurer** will also share information with your **insurer** or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of ARAG please visit the **insurer's** website [www.arag.co.uk/privacy](http://www.arag.co.uk/privacy).

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

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

## WHAT IS THE INSURERS LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

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

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

## WHAT ARE THE INSURED'S RIGHTS?

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

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

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

Data Protection Officer  
ARAG Legal Expenses Insurance Company Limited  
Unit 4a  
Greenway Court  
Bedwas  
Caerphilly  
CF83 8DW

Or via Email: [dataprotection@arag.co.uk](mailto:dataprotection@arag.co.uk)

## **HOW TO MAKE A COMPLAINT**

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

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

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

[www.ico.org.uk](http://www.ico.org.uk).

# Part Q – Impact damage (street furniture)

## Section 1 – Special definition

### Damage

Accidental physical loss or accidental physical damage resulting from a cause not otherwise excluded.

## Section 2 – Cover

In the event of Damage to the **property** insured as specified in the schedule from impact by any road vehicle or animal the **insurer** will pay to the **insured** the value of the **property** at the time of its Damage or at the **insurer's** option reinstate or replace the **property** or any part of it.

## Section 3 – Special exclusions

### 1. Excess

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

### 2. Terrorism

- a) This policy does not cover loss, destruction, damage, cost or expense occurring anywhere in the world caused by or contributed to by or arising or resulting from whether directly or indirectly any act falling within sub-clause b) below the use or threat of which is made for the purpose of advancing a political, religious or ideological cause and to intimidate or seek to intimidate the public or a section of the public.
- b) An act falls within this sub-clause b) if it:
  - i) involves serious violence against a person; and/or
  - ii) involves serious damage to property; and/or
  - iii) endangers a person's life, other than that of the person committing the act; and/or
  - iv) creates a serious risk to health and safety of the public or a section of the public; and/or
  - v) is designed seriously to interfere with or seriously to disrupt an electronic system.
- c) This policy does not cover loss, destruction, damage, cost or expense occurring anywhere in the world caused by or contributed to by or arising or resulting from whether directly or indirectly any act or acts of any person or persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.
- d) In any action or suit or other proceedings where the **insurer** alleges that by reason of this exclusion cover is not provided under this Policy, the burden of proving that cover is provided under this policy shall be upon the **insured**.

## Section 4 – Special condition

The sum insured for any individual article of **property** within the overall sum insured under each item of this part is declared to be separately subject to **average**.

For the avoidance of doubt clause c) iii) of general condition 5 will not apply.

# Part R – Terrorism

## Section 1 – Special definitions

### Act of Terrorism

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

### Computer System

A computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

### Data

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

### Denial of Service Attack

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

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

### Hacking

Unauthorised access to any Computer System whether the **insured's** property or not.

### Phishing

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

### Virus or Similar Mechanism

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

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

## Section 2 – Cover

In the event that:

- a) His Majesty's Government or His Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been an Act of Terrorism; or
- b) His Majesty's Government or His Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and that refusal is reversed by the decision of a validly constituted tribunal

the **insurer** will by this Terrorism cover provide cover for accidental loss of or damage to material property (hereafter referred to as 'Damage') and consequential loss proximately caused by such Act of Terrorism in so far and to the extent that such Damage and consequential loss is insured under parts A, B, C, D and L of this policy.

Provided always that:

- 1) the liability of the **insurer** will not exceed:
  - A) in the whole the total sum insured
  - B) in respect of any item its sum insured
  - C) any other limit of indemnitystated in the schedule at the time of the loss or damage
- 2) such Damage and consequential loss occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

- 3) in any action, suit or other proceedings where the **insurer** alleges that any Damage and consequential loss is not covered under section 2 the burden of proving that such Damage and consequential loss is covered will fall upon the **insured**
- 4) the insurance effected by section 2 excludes:
- A) any losses whatsoever:
- a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
    - i) damage to or the destruction of any Computer System; or
    - ii) any alteration, modification, distortion, erasure or corruption of Data
 in each case whether the property of the **insured** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack

Proviso to exclusion 4) A) b)

save that Covered Loss otherwise falling within this exclusion 4) A) b) will not be treated as excluded by exclusion 4) A) b) solely to the extent that such Covered Loss:

- i) results directly (or, solely as regards ii) 3) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
- ii) comprises:
  - 1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured; or
  - 2) the amount of business interruption loss suffered directly by the **insured** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured to which access is affected; or
  - 3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the **insured** to avoid or diminish such loss

and

- iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- iv) for the purposes of this Proviso
  - 1) the meaning of 'Property' shall exclude:
    - A) any money (including **money**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
    - B) any Data
  - 2) 'Covered Loss' means all losses arising as a result of damage to or the destruction of Property insured, the proximate cause of which is an Act of Terrorism
- v) notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under section 2 of this part.

In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under section 2 of this part

- B) any type of property which has been specifically excluded under parts A, C, D and L
  - C) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**
- 5) save for the exclusions listed in 4) above no other exclusions applicable to parts A, B, C, D and L will apply to the insurance effected by section 2 of this part. All the other terms, definitions, provisions and conditions of said parts including but not limited to any **excess** or deductible to be borne by the **insured** will apply to the insurance effected by section 2 of this part except for:
- A) any Long Term Agreement applying to this policy
  - B) any terms which provide for adjustments of premium based upon declarations on expiry or during the period of insurance
  - C) any extension of **premises** to locations outside England and Wales and Scotland.

## 2.1 Uncertified terrorism

In the event that His Majesty's Government or His Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and such refusal is upheld by the decision of a validly constituted tribunal general exclusion 3 will not apply to parts A, B, C and L in respect of such event or occurrence.

Provided always that:

- a) such **damage** and/or **consequential loss** occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- b) the liability of the **insurer** will not exceed:
  - i) in the whole the total sum insured
  - ii) in respect of any item its sum insured
  - iii) any other limit of indemnitystated in the schedule to parts A, B, C, D and L at the time of the said event or occurrence
- c) save for proviso a) above the terms, definitions, provisions and conditions applicable to parts A, B, C, D and L will apply to this clause.

**ARAG Head and Registered Office:**

ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW

Registered in England and Wales | Company Number 103274

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

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

**Zurich Management Services Limited**

Registered in England and Wales, number 2741053.

Registered Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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