



Group

Insurance for large and small groups

Policy



www.mortonmichel.com

Arranged by Morton Michel

Group Policy

Thank **you** for choosing Covéa Insurance.

This is **your** policy. It sets out the details of **your** insurance contract with Covéa Insurance.

Your premium and the other terms of **your** policy have been calculated upon the information shown in the policy **schedule** and recorded in:

- any application for the insurance completed by **you** or on **your** behalf (proposal form, Statement of Fact or electronic application);
- any written information supplied by **you** supplementary to the application for the insurance
- any declaration in connection with the above.

Please read the policy and **schedule** carefully to ensure that the cover meets **your** requirements.

Please contact **your** insurance broker if **you** have any questions or if **you** wish to make any adjustments.

Group Policy

Introduction

Each section of this policy, the **schedule** and any endorsements, together with this Introduction and the Definitions, General Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

- a) the **schedule**, and policy endorsements, or this Introduction and the Definitions, General Conditions and General Exclusions shall have the same meaning throughout the policy unless **we** state otherwise
- b) an individual section or any section endorsements shall only have the same meaning throughout such section or endorsement unless **we** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with bold text within the policy wording.

In return for **you** having paid or agreed to pay the premium for the **period of insurance**, **we** will indemnify **you**, subject to the terms contained in or endorsed on the policy, in respect of **damage, bodily injury** or liability or pay other benefits which fall within the insured sections of this policy, provided that the **damage or bodily injury**, liability or other matter which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused or in the case of the Professional Indemnity and Directors' and Officers' Liability sections is first notified) during the **period of insurance** and in connection with the **business**.

The **schedule** shows the sections of the policy that are Insured.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **you** should ensure that any information **you** have provided to **us** and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where **you** have provided **us** with information which relates to matters of **your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **you** acted in good faith when **you** provided **us** with such information. If **you** do not comply with **your** duty to make a fair presentation of the risk, **your** policy may not be valid or the policy may not cover **you** fully or at all.

You must also tell **us** about any facts or changes which affect **your** insurance and which have occurred either since the policy started or since the last renewal date.

If **you** are not sure whether certain facts are relevant please ask **your** insurance broker. If **you** do not tell **us** about relevant changes, **your** policy may not be valid or the policy may not cover **you** fully or at all.

You should keep a written record (including copies of letters) of any information **you** give **us** or **your** insurance broker.



James Reader
Chief Executive Officer
Covea Insurance plc
Registered in England and Wales No. 613259
Registered Office: Norman Place, Reading RG1 8DA.

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Helplines

These Helpline services (other than Glass Breakage) are provided by ARAG plc. Helplines are subject to fair and reasonable use.

To help ARAG check and improve service standards, all inbound and outbound calls will be recorded, except those to the counselling helpline.

Legal and Tax Advice

If **you** have a legal or tax problem relating to **your business**, we recommend **you** call ARAG's confidential legal and tax advice helpline. Legal advice is available 24/7, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within EU law and tax matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

To contact the above services, phone 0344 571 7978 quoting Morton Michel policy and your policy number.

Redundancy approval

ARAG can arrange for specialist advice if **you** are planning redundancies. This will assist **you** to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available between 9am and 5pm on weekdays (except bank holidays), subject to a charge.

To contact the above service, phone 0117 917 1698 quoting Morton Michel policy and your policy number.

Crisis communication

Where **you** need help to respond to negative publicity or media attention **you** can access professional public relations support and crisis communication services.

To contact the above service, phone 0344 571 7964 quoting Morton Michel policy and your policy number.

Counselling

For **you** and **your employees** (including family members permanently living with them) needing confidential help and advice, ARAG's qualified counsellors are available to provide telephone support on any matter that is causing upset or anxiety – from personal problems to bereavement.

To contact the service, phone 0333 000 2082.

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

Glass Breakage

A 24 hour Helpline operated by Glassolutions Installations by utilising their nationwide fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by **your** policy, the cost will be paid direct by **us**

To contact Glassolutions phone them on 0333 003 3388.

Customer Service Information

Insurers under the policy

Covea Insurance plc is the insurer under this policy except under the Legal Expenses Section, where the insurer is Brit Syndicate 2987 at Lloyd's.

Covea Insurance plc

Covea Insurance plc is registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

Our Financial Services Register number is 202277. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority website **www.fca.org.uk** or by contacting the Financial Conduct Authority on **0800 111 6768**.

Registered Office: Norman Place, Reading, Berkshire RG1 8DA

ARAG plc

ARAG plc is authorised to administer the Legal Expenses Section of this policy on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). ARAG plc is registered in England under number 02585818. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. **You** can check this by visiting the Financial Conduct Authority website at **www.fca.org.uk/register** or by contacting the Financial Conduct Authority on **0800 111 6768** (freephone), or **0300 500 8082**.

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

Morton Michel

This policy is arranged for **you** by Morton Michel Limited.

Morton Michel Limited ('Morton Michel') is a private company limited by shares incorporated in England and Wales under registered number 5120835.

Its Registered Office is PIB Group, Rossington's Business Park, West Carr Road, Retford, Nottinghamshire DN22 7SW; its head office is Alhambra House, 9 St Michaels Road, Croydon, CR9 3DD. It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 527300. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority website **www.fca.org.uk** or by contacting the Financial Conduct Authority on **0800 111 6768**.

Accessibility

We are able to provide, upon request, audio tapes, large print and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner. Alternatively, if **you** have hearing or speech difficulties and have access to a text telephone **you** can call any of **our** numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID).

Customer Service Information

Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless **we** agree another choice of law with **you** prior to the start date.

Promise of satisfaction and service

We are confident that **your** Group policy will bring **you** complete satisfaction.

If this policy does not meet **your** needs, **you** have the right to cancel it for a period of 14 days from the **start date** of **your** policy or from the date **you** receive this policy document if this happens later. If **you** cancel it in this period **you** will receive a full premium refund. If **you** have made a claim or an incident giving rise to a claim has occurred during this period, **you** must reimburse **us** for any claims payments **we** have made, or may be required to pay.

Please see the General Condition - Cancellation on page 19.

Confidentiality

We promise complete confidentiality and security in all matters relating to **your** insurance arrangements.

Financial Services Compensation Scheme

The insurers under this policy are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if the insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

Notification of a claim

If **you** have a claim (other than under the Legal Expenses section), or are aware of an incident that could result in a claim, please contact Morton Michel on **0208 603 0945** or Covea Insurance plc on **0330 134 8187**.

To ensure **we** maintain a high quality service, **we** may monitor or record telephone calls.

From the moment **you** or **your** insurance broker call, **we** will take full responsibility for dealing with **your** claim. When **you** telephone please ensure **you** have **your** policy number and details of the claim to hand.

We will:

- confirm whether the event is insured
- if necessary, arrange for a loss adjuster to contact **you**
- give **you** advice on how **your** claim will be dealt with and any excess **you** may have to pay.

In most cases **you** will need to complete a claim form.

If **we** cannot settle immediately, **your** claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as **your** point of contact. **We** will give **you** regular progress reports and settle **your** claim as fairly and promptly as possible.

The claims procedure for Legal Expenses is set out within that sections of the policy on page 47

Customer Service Information

Enquiries or complaints

If **you** have an enquiry or complaint regarding:

- the suitability of this policy for **your** needs; or
- the information and advice **you** received whilst it was originally being discussed; or
- the operation or administration of the policy;

or an enquiry concerning a claim that **you** may have made **you** should contact Morton Michel at Alhambra House, 9 St Michaels Road, Croydon CR9 3DD; telephone number **0208 603 0945**.

If **your** complaint relates to the cover under this policy or the way a claim is/has been handled (other than for Legal Expenses cover) **you** should contact **us** by either writing to **us** at the Customer Services Manager, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or by telephone **0330 134 8194** or email information@coveainsurance.co.uk. A copy of Covéa Insurance's complaints handling procedure is available on request.

If **your** complaint relates to the Legal Expenses cover, please write to The Customer Relations Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN or by telephone on **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded) or email customerrelations@arag.co.uk.

Should **you** remain dissatisfied **you** can pursue **your** Legal Expenses complaint further with Lloyd's, One Lime Street, London EC3M 7HA or by telephone on **0207 327 5693** or email them at complaints@lloyds.com. Website www.lloyds.com/complaints. Using these services does not affect **your** right to take legal action.

Please be ready to provide all relevant details of **your** policy and in particular **your** policy number (if allocated) to help **your** enquiry or complaint to be dealt with speedily.

You may have the right to refer it to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR; telephone numbers **0800 023 4567** (calls to this number are normally free for people calling from a "fixed line" phone – but charges may apply if **you** call from a mobile phone) and **0300 123 9123** (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). Website www.financial-ombudsman.org.uk.

Following this procedure will not affect **your** legal rights.

Nothing in the terms and conditions of this policy will reduce **your** statutory rights relating to faulty or mis-described goods or services. For further information about **your** statutory rights, **you** should contact **your** local authority Trading Standards Department or Citizen's Advice Bureau.

Customer Service Information

How we use your information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when we process your personal information under our full Privacy Policy.

The personal information, provided by **you**, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by **us**, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as "sensitive personal information", **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide **your** insurance policy and services. **We** will rely on this for activities such as assessing **your** application, managing **your** insurance policy, handling claims and providing other services to **you**.
- **we** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services.
- **we** have a legal or regulatory obligation to use such personal information.
- **we** need to use such personal information to establish, exercise or defend **our** legal rights.
- **you** have provided **your** consent to **our** use of **your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **our**, or **your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **we** will check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances, **you** can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **we** are able to offer insurance, the appropriate price for **your** policy or whether **we** can accept **your** claim. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation or renewal.

How to Contact Us

Please contact **us** if **you** have any questions about **our** Privacy Policy or the information **we** hold about **you**:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: dataprotection@coveainsurance.co.uk.

Customer Service Information

Employers Liability Tracing Office

Certain information relating to **your** insurance Policy including, without limitation, the Policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their **course** of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance Policy **you** will be deemed to specifically consent to the use of **your** insurance Policy data in this way and for these purposes.

Protect your business with ROBUST

ROBUST (Resilient Business Software Toolkit) is a tool that has been developed by industry experts and can help **you** to produce an effective Business Continuity Plan quickly and efficiently and manage incidents to recovery in a timely fashion. This service is available for download and continued use, absolutely free.

To obtain this free service or seek more information, go to <https://robust.riscauthority.co.uk>

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in bold in the policy unless stated otherwise.

act of terrorism	<p>an act or threatened act that</p> <ul style="list-style-type: none"> • involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or threat thereof and • is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and • is committed for political, religious, ideological or other similar purposes
adventure playground equipment	aerial runways, scrambling nets, tree walks and other structures constructed (or partly constructed) from materials not originally intended for play or recreational use (eg telegraph poles, tyres, drainage pipes, etc)
aggregate limit of guarantee	our total liability for all claims in respect of all employees
amount of guarantee	our total liability for any one claim in respect of your employees
annual gross rent receivable	the gross rent receivable during the twelve months immediately before the date of the damage (or a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve months)
annual gross revenue	the gross revenue during the twelve months immediately before the date of the damage (or a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve months)
any one claim	all acts of fraud or dishonesty during the period of insurance committed by any one employee or more than one employee acting in collusion
bodily injury	death, injury, illness, disease or shock – (not applicable to the Legal Expenses Section)
bouncy castle	play equipment with a horizontal, inflatable base and inflatable sides designed and intended solely for children to bounce in or on and for no other recreational activity
building, buildings	<p>the part or parts of the building or buildings stated in the schedule including</p> <ul style="list-style-type: none"> • outbuildings • walls, gates and fences around the building and belonging to you • permanent fixtures and fittings including alarms systems • car parks, driveways, paths, steps and roadways • piping, ducting, cabling and control gear • fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines • sanitary ware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines • air conditioning and central heating systems • foundations, extensions, annexes, gangways, conveniences, outbuildings and sub-stations • underground services <p>on the premises or extending to the perimeter of the premises and for which you are legally responsible</p>

Definitions

business	<p>a) for the purposes of the Professional Indemnity Section: advice given and service(s) performed by or on behalf of you in connection with the Group detailed in the schedule</p> <p>b) for the purposes of all other sections of the policy: the activities of the Group as advised to and agreed to in writing by Morton Michel including:</p> <ul style="list-style-type: none"> • the provision and management of catering, social, sports, educational and welfare facilities for the benefit of employees • first aid, medical, ambulance, fire and security services • maintenance of the premises • organised and supervised outings away from the premises for up to three consecutive days • participation as an exhibitor at trade shows and exhibitions
business hours	the period during which the premises are occupied by you or your authorised employees for the purposes of the business
circumstance	information or facts or matters of which you are aware are likely to give rise to a claim against you which you could become legally liable to pay and which arises out of the exercise and conduct of the business
claim	any written demand for monetary damages or non-monetary relief, any civil proceedings or any formal administrative or regulatory proceedings against an insured person for a wrongful act
communication and photographic equipment	fax, audio, television, video and photographic equipment used solely in connection with your business , belonging to you or for which you are legally responsible but excluding property more specifically insured and computer equipment
company	the company stated in the schedule and shall include all subsidiaries (Directors', Trustees' and Officers' Liability Section only)
computer equipment	<p>(a) electronic, computer or other data processing and/or storage equipment</p> <p>(b) projectors, printers, scanners and other peripheral devices used in conjunction with (a)</p> <p>(c) portable computer equipment used solely in connection with your business, belonging to you or for which you are legally responsible, and</p> <p>(d) software and programs licensed to you and installed on (a)</p>
computer system	a computer or other equipment or component or system or item which processes stores transmits or receives data
consequential loss	loss resulting from interruption of or interference with the business carried on by you at the premises in consequence of damage to property used by you at the premises for the purpose of the business
contract works	temporary or permanent works executed or in the course of execution at the premises on your behalf in connection with the contract for alterations and/or improvements to the buildings , advised to and agreed in writing by Morton Michel
co-operate	<p>you</p> <ul style="list-style-type: none"> - assist us and your duly appointed representatives to put forward the best possible defence of a claim within the time constraints available - shall have adequate internal systems in place, which will allow ready access to material information - shall at all times and at your own cost give to us or your duly appointed representatives all such information, assistance, signed statements or depositions as may properly be required to facilitate compliance with all applicable Civil Procedure Rules, Practice Directions and Pre-Action Protocols and recoveries - shall pay the excess on demand of us or your duly appointed appointed representatives to comply with any settlement agreed by us
damage	loss, destruction or damage unless otherwise excluded

Definitions

data	data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever
defence costs	all costs and expenses incurred in the investigation, defence or settlement of any claim or circumstance notified under the terms of this insurance and/or the cost of representation at any enquiry or other proceedings which have a direct or indirect relevance to this investigation, defence or settlement of any matter notified under the terms of this insurance
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 network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems
documents	project models or displays, deeds, wills, agreements, maps, plans, records, photographs or negatives, written or printed books, letters, certificates or written or printed documents of any nature whatsoever and shall include computer software and systems records (electronic data shall be deemed to be physical property for the purposes of this insurance) but excluding bearer bonds, coupons, bank or currency notes and other negotiable paper
emergency cover	a temporary arrangement of no more than 4 weeks duration whereby a person satisfying the conditions applicable to them is employed by you to cover the temporary illness absence or other unavoidable absence of an employee on a permanent contract of service with you
employee	in connection with your business any <ul style="list-style-type: none"> • person under a contract of service or apprenticeship to you • labour master or labour only sub contractor or person supplied by them • self employed person providing labour only • trainee or person undergoing work experience, training, study or exchange scheme • person hired to or borrowed by you • voluntary workers
employment practices claim	a claim for <ul style="list-style-type: none"> (a) discrimination with respect to the terms or conditions of employment on the basis of an individual's race, colour, religion, age, sex, national origin, disability, pregnancy, sexual orientation or preference or other status protected under applicable law; (b) sexual harassment, including unwelcome sexual advances, requests for sexual favours, and any unwelcome verbal, visual or physical contact of a sexual nature which: <ul style="list-style-type: none"> (i) is explicitly or implicitly made a term or condition of employment; (ii) creates a hostile or offensive working environment; (iii) when rejected or opposed by a person becomes a basis for decisions regarding that persons employment; (c) defamation which relates to a person's job skills, job performance, qualifications for employment, professional reputation, disciplinary history, or termination of employment; (d) wrongful termination of employment or refusal to hire; (e) an adverse change in the terms and conditions of a person's employment in retaliation for that person's exercise of his or her rights under law, or support of the rights of another
estimated gross rent receivable	the amount declared by you to us as representing not less than the gross rent receivable which it is anticipated will be earned by the business during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve months

Definitions

estimated gross revenue	the amount declared by you to us as representing not less than the gross revenue which it is anticipated will be earned by the business during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve months
Europe excess	the United Kingdom , the countries of the European Union, the Isle of Man and the Channel Islands the amount for which you will be responsible and which will be deducted from each and every claim after the application of the General Condition headed 'Underinsurance'
general cover	any insurance provided by this policy (other than the Terrorism Section) in respect of property and/or business interruption in Great Britain
geographical limits	anywhere in the United Kingdom , Channel Islands, Isle of Man and Member States of the European Union
Great Britain	England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987
gross rent receivable	the money paid or payable to you for accommodation and services provided (including service charges) at the premises
gross revenue	the money paid or payable to you for work done and services rendered in the course of the business
Group	any person or group of persons assembled for the provision of organised and supervised educational, social, community or support activities by you
Group contents	the following property used solely in connection with your business , belonging to you or for which you are legally responsible and kept at the premises <ul style="list-style-type: none"> • computer equipment • stock • communication and photographic equipment • machinery, plant, trade and office furniture • fixtures, fittings, blinds and signs • all other contents including curios and pictures not including money , motor vehicles , personal effects , specified stock and tenant's improvements
Group official	you or any director, partner or employee of the Group
Group officials' personal effects	personal effects belonging to any Group official
Group officials' personal money	money belonging to any Group official and held solely for private purposes
hacking	unauthorised access to any computer system , whether your property or not
harm	any harm to the health of any living organism or interference with ecological systems of which they form part and, in the case of a person, shall include offence caused to any of their senses
indemnity limit	the sum shown in the schedule which is available to indemnify you in respect of each claim provided that all claims payable under this insurance, including under What you are covered for 2 Defence Costs shall not exceed in the aggregate the sum shown in the schedule
indemnity period	the period beginning with the date of damage and lasting for the period during which your business is affected as a result of the damage , but not longer than the maximum indemnity period shown in the schedule

Definitions

insured person(s)	<p>a) for the purposes of the Directors', Trustees' and Officers' Liability Section:</p> <ul style="list-style-type: none"> i) in respect of all claims other than employment practice claims any natural person who was, now is, or may hereafter become a director, officer, governor, committee member or trustee of the company ii) in respect of employment practice claims, any natural person who was, now is, or may hereafter become a director, officer, governor, committee member, trustee or employee of the company iii) in the event of the death or incompetency or bankruptcy of an insured person, cover is extended to include heirs, legal representatives or assigns, for legal liability incurred due to a wrongful act of such insured person. iv) insured persons also includes any lawful spouse, civil partner or domestic partner of any director, officer, governor, committee member or trustee of the company. v) insured persons shall not include any natural person who was, now is or may hereafter become a trustee or administrator of any pension or superannuation scheme, health and welfare plan or other employee benefit program established or maintained for the benefit of employees <p>b) for the purposes of the Legal Expenses Section:</p> <p>you and the directors, partners, managers, employees and any other individuals declared to us</p> <p>c) for the purposes of the Personal Accident for Adults at the Group Section; any Group official or any other person aged between 16 and 75 years attending the Group</p>
intruder alarm installation	the component parts of the alarm including the means of communication used to transmit signals
letter of claim	the Letter of Claim as detailed in any applicable Pre-Action Protocol
loss	<p>damages, judgements, and costs awarded against an insured person by a court or tribunal empowered to do so, settlements entered into with our prior written consent (such consent not to be unreasonably withheld);</p> <p>defence costs and legal fees, which by order of a court or tribunal you are required to pay to any shareholder of the company or to any plaintiff or complainant other than the company or an insured person with respect to a claim first made during the period of insurance against an insured person</p> <p>loss shall not include taxes, fines, penalties, punitive, exemplary, aggravated or multiplied damages, or for claim deemed uninsurable by law.</p> <p>in respect of any employment practice claim, loss shall also not include</p> <ul style="list-style-type: none"> (a) any obligation pursuant to any law or any regulation in any jurisdiction in respect of workers compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits or any similar law or regulation; (b) any: <ul style="list-style-type: none"> (i) salary or wages earned while in the employment of the company; (ii) employment related benefits to which the claimant would have been entitled had the insured person or the company provided the claimant with a continuance, reinstatement or commencement of employment; (iii) contractual damages based on the terms of a contract of employment (iv) liability or costs incurred to modify any building or property in order to make such a building or property more accessible or accommodating to any disabled persons
loss of limb	total loss of one or more limbs at or above the wrist or ankle or total and permanent loss of use of any entire limb
loss of sight	total and irrecoverable loss of sight in one or both eyes
maximum indemnity period	the period stated in the schedule as the maximum indemnity period
medical expenses	the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified medical or dental practitioner and all hospital, nursing home and ambulance charges necessarily incurred in the treatment of a Group official aged between 16 to 75 years in connection with Results 1 to 5 of the Personal Accident for Adults at the Group Section

Definitions

minded adult	a person aged 18 years or over who you are contracted and paid to look after
money	current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers cheques, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery 'Instants' and other scratch cards, all pertaining to the business and belonging to you or for which you are legally responsible
money for services	cash, credit or debit card transaction vouchers or customers personal cheques for services provided by you on an ad hoc basis outside of the scope of standard Group fee charges
non-negotiable money	crossed cheques, postal orders, money orders, bankers drafts, national giro drafts, payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers, all pertaining to the business and belonging to you or for which you are legally responsible
notifiable human infectious or contagious disease	acute encephalitis, acute poliomyelitis, anthrax, cholera, diphtheria, dysentery, food poisoning, leptospirosis, malaria, measles, meningitis, meningococcal septicaemia (without meningitis), mumps, ophthalmia neonatorum, paratyphoid fever, plague, rabies, relapsing fever, rubella, scarlet fever, smallpox, tetanus, tuberculosis, typhoid fever, typhus fever, viral haemorrhagic fever, viral hepatitis, hepatitis A, hepatitis B, hepatitis C, whooping cough, yellow fever. No other disease shall be added to the above list without our prior written consent.
nuclear installation	any installation of such class and 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: <ul style="list-style-type: none"> a) the production or use of atomic energy, or b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel
nuclear reactor	any part (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
operative sections	the sections which you have selected and for which cover is provided by this policy
operative time	anytime whilst engaged in organised and supervised Group activities
other financial transactions	any financial activity carried out on your behalf which is not defined as money for services , including but not limited to, access to your computer systems accounting, banking arrangements and money security procedures
outstanding debit balances	the individual amounts owed to you by your customers and shown as outstanding in your records, after adjustment for bad debts, abnormal trading conditions and debit/credit amounts not passed through your books during the period between the last record and the date of the damage
overnight	between the hours of 21.00 and 06.00
parent	person with legally recognised parental or guardian responsibility
period of insurance	the period stated in the schedule as the period of insurance

Definitions

permanent contract of service	a contract of service on a full time basis not including emergency cover , voluntary workers or work experience
permanent total disablement	permanent inability to engage in any gainful employment, other than such inability caused by loss of limb or loss of sight
personal effects	personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured excluding money
phishing	access or attempted access to data or information by means of misrepresentation or deception
pollutants	any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed)
pollution	any one or a combination of a release, emission, discharge, dispersal, disposal, escape of any substances, which are capable of causing harm to any person or any living organism, into or onto any water, land or air. (Professional Indemnity Section only)
pollution or contamination	pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health
portable computer equipment	<ul style="list-style-type: none"> a) laptops, palmtops and notebooks b) personal digital assistants (PDAs) c) projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other portable computer equipment d) removable satellite navigation systems e) digital cameras
premises	the buildings and the land inside the boundary of the risk address stated in the schedule occupied by you for the purpose of the business
products	any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by you in connection with the business and no longer in your possession or control
property insured	buildings , computer systems , Group contents , tenant's improvements or any other property as specified in the schedule
refrigeration unit	refrigerators, freezer units and chiller cabinets
responsible employee	<p>an employee who:</p> <ul style="list-style-type: none"> i) has been employed by you continuously for a period of 60 days and ii) has written references for at least 2 years prior to their employment with you and iii) has no previous convictions relating to fraudulent activity
schedule	this provides details of you , the period of insurance , the operative sections of the policy and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording
specified stock	stock of tobacco, cigarettes, cigars, wines, spirits, jewellery, watches, precious metals and stones and non-ferrous metals owned by you or for which you are legally responsible for the purposes of the business
standard gross rent receivable	the gross rent receivable during that period in the twelve months immediately before the date of damage which corresponds with the indemnity period
standard gross revenue	the gross revenue during that period in the twelve months immediately before the date of the damage which corresponds with the indemnity period
start date	the commencement date of the insurance by this policy as stated in the schedule

Definitions

stock	<p>stock and materials in trade including</p> <ul style="list-style-type: none"> • raw materials • work in progress • finished goods • goods in trust <p>owned by you or for which you are legally responsible for the purposes of the business excluding specified stock</p>
subsidiary	<p>(a) any branch, division or other internal structure of the company except any pension fund, or scheme established for the company's own directors, officers or employees;</p> <p>(b) any company in respect of which the company (either directly or indirectly through one or more of its subsidiaries)</p> <ul style="list-style-type: none"> (i) controls the composition of the board of directors; or (ii) controls more than half the voting power; or (iii) holds more than half of the issued share capital; <p>(c) any company falling within (a) or (b) which is acquired or created on or subsequent to the inception date of this coverage section and of which the total assets do not exceed 20% of the of the total consolidated assets of the company at the last financial year end, provided that coverage shall only apply in respect of a wrongful act committed or alleged to have been committed by an insured person subsequent to the date of such acquisition or creation;</p> <p>(d) any company other than those referred to in (a), (b) or (c) in respect of which we have given prior written consent to its coverage as a subsidiary under this coverage section.</p>
supervised	overseen, directed or managed by you or a responsible employee
takeover	any sale of the company or its merger with or acquisition by another entity such that the company is not the surviving entity, or the acquisition by any entity or person of 50% or more of the voting stock of the company
temporary total disablement	temporary and absolute inability to engage in usual occupation
tenant's improvements	improvements, alterations and decorations which have been undertaken to the buildings either by you or a previous occupier, as tenant and for which you are legally responsible as occupier and not as owner of the buildings
territorial limits	the United Kingdom , the Isle of Man or the Channel Islands
tube feeding	the delivery of a nutritionally complete feed, directly into the stomach, duodenum or jejunum via a tube entering the body through the nose, the mouth, or directly through the abdominal wall
unattended vehicle	any vehicle left without you , a Group official or a responsible adult authorised by you remaining in or on such vehicle
United Kingdom	Great Britain and Northern Ireland
unoccupied	empty, vacant or no longer used for a period of more than thirty consecutive days
unsupervised	not supervised
vehicle	any road vehicle including trailers and containers
virus or similar mechanism	program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage , interfere with, adversely affect, infiltrate or monitor computer programs, computer systems , data or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage , interfere with, adversely affect, infiltrate or monitor as above.

Definitions

voluntary worker	any person carrying out duties at the Group for you who is not an employee an emergency cover employee or a person on a work experience placement
we, us, our	ARAG plc for the Legal Expenses section Covea Insurance plc for the purposes of all other sections of the policy
work experience	any person not under a contract of employment with you who is currently in full time education and is attending your business for a period of no longer than 2 months purely for the purpose of gaining experience in the workplace
working day of the driver	the period in any day during which a vehicle is being used for purposes in connection with the business
wrongful act	any actual or alleged wrongful act or omission on the part of an insured person committed solely in such person's actual or deemed capacity as an insured person ; related or continuous or repeated or causally connected wrongful acts shall constitute a single wrongful act
you, your, yours	a) for the purposes of the Professional Indemnity Section: the corporate body or bodies named as the Insured in the schedule including:- <ul style="list-style-type: none">• any predecessors in business• any business for which you are legally liable in consequence of your acquisition of such business (whether partial or otherwise) prior to inception of this insurance provided we have been notified in writing of the existence of such other business and have not refused to insure it• any office or division of yours as specified above unless expressly stated otherwise b) for the purposes of the Directors', Trustees' and Officers' Liability Section it shall have the same meaning as stated under the definition of insured person(s) c) for the purposes of all other sections of the policy: the person, persons or company or the management committee for the time being of the Group named as the Insured in the schedule

General Conditions

Applicable to all sections

Cancellation

You may cancel this policy by giving written instructions to Morton Michel at Morton Michel, Alhambra House, 9 St Michaels Road, Croydon CR9 3DD or to **us** at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, ME19 4JX.

You may cancel this policy within 14 days from the **start date** or from the date **you** receive the policy document and **schedule**, whichever is the later, returning the policy document and **schedule** to Morton Michel or **us** at the above addresses.

You will receive a refund for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule** but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay in respect of the incident.

In the event of cancellation by **you** after the 14 day period described above or cancellation by **us** at any time, **we** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments under a Covéa Insurance monthly instalment arrangement **we**:

- a) will stop applying for **your** monthly premium
- b) may exercise **our** right to collect the balance of any outstanding premium in the event of a claim.

If **you** have agreed to pay the premiums by instalments (either under the Covéa Insurance monthly instalment arrangement or any other instalment arrangement) and any one instalment still remains unpaid 14 days after it was due **we** reserve the right to cancel **your** policy with effect from the date upon which the unpaid instalment was due. In that event **we** will send **you** written notice of cancellation by recorded delivery letter.

We, or any agent appointed by **us**, and acting with **our** authority have the right to cancel **your** policy, where there is a valid reason for doing so. **We** will give **you** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **we** have for **you** and will set out **our** reason for cancellation in **our** letter.

Valid reasons may include but are not limited to:

- a) not
 - i. paying a premium when it is due
 - ii. co-operating with **us**, or sending **us** information or documentation that materially affects **our** ability to process the policy or **our** ability to defend **our** interests
 - iii. taking all reasonable precautions to prevent or minimise **damage, bodily injury** or liability as required by General Condition of Reasonable Care of this policyand failing to put this right when **we** ask **you** to by sending **you** seven days written notice to **your** last known address.
- b) use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

If **we** cancel **your** policy, **we** will refund the premium for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium.

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, outstanding monies may be owed when **your** policy is cancelled. They must be paid to Covéa Insurance as described in **your** Loan Agreement.

Change in risk

You or **your** insurance broker must tell Morton Michel or **us** immediately if during the **period of insurance** there is any alteration in risk or to the facts which **you** disclosed when **you** took out this policy, which materially affects the risk of **damage, bodily injury** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **business** or the **premises**. When **you** tell **us** about an alteration in risk, **we** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **us**, **we** may cancel the policy in accordance with General Condition of Cancellation. This policy shall be avoided if:

- a) **your** interest ceases other than by death
 - b) the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued
- at any time after the commencement of this insurance unless **we** have accepted the change.

Nothing contained in this policy shall give any right against **us** to any person other than **you** except to a transferee approved by **us**.

General Conditions

Applicable to all sections

Claims

It is a condition precedent to **our** liability that in the event of a claim or possible claim **you** must

- advise the Police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any **property insured** has been lost outside the **premises**
- advise Morton Michel or **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- inform **us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **us** immediately, unacknowledged
- provide at **your** own expense all assistance, details and evidence **we** may reasonably require
- take all reasonable steps to mitigate the extent of any **damage**.

Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the Insured in this policy will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy against **us**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

Death of the Insured

In the event of **your** death **we** will, in respect of liability or loss incurred by **you**, indemnify **your** personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall, as though they were **you**, observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

Excess clause

Where stated in the policy or **schedule you** will be responsible for paying an **excess** in relation to each and every claim made by **you** under this policy.

If a claim is made for **damage** under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

Under the Professional Indemnity Section where more than one claim is made during the **period of insurance** which arises from the same original cause or single source or event then only a single **excess** shall apply in respect of such claims.

Fair Presentation of the Risk

You must make a fair presentation of the risk when **you** first take out this policy and also whenever **you** renew it or ask **us** to change **your** cover.

If **you** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact or disclosing material facts to **us** in a way which is not clear and accessible **we** may avoid this policy and refuse all claims where:

- a) such failure was deliberate or reckless; or
- b) **we** would not have entered into this policy on any terms had **you** made a fair presentation of the risk. Should **we** avoid this policy **we**:
 - a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **you** asked **us** to change **your** cover, depending on when the failure to make a fair presentation of the risk occurred
 - b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
 - c) may deduct from any return of premium due to **you** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **you** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **we** would have entered into or renewed this policy, or agreed to make changes to **your** cover on different terms had **you** made a fair presentation of the risk, **we** may:

- i. proportionately reduce the amount payable in respect of a claim; and/or
- ii. treat the policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the policy had **you** made a fair presentation of the risk.

General Conditions

Applicable to all sections

Fair Presentation of the Risk (continued)

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **you** cover, depending on when **you** failed to make a fair presentation of the risk. Where **we** elect to proportionately reduce the amount payable in respect of a claim **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** made a fair presentation of the risk. For example, if the premium which **you** actually paid is 70% of the premium **we** would have charged, **we** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **we** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **you** on their behalf) makes a careless misrepresentation, in which case **we** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

Fraud

For the purposes of this Condition the definition of '**you / your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **you** or anyone acting on **your** behalf makes a claim which is in any way fraudulent **we**:

- a) will not pay the claim;
- b) may recover from **you** any sums already paid by **us** in respect of the claim; and
- c) may notify **you** that **we** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **we** do treat this policy as having been terminated, **you** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not named as the Insured in the **schedule**, this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- a) making a claim which is fraudulent, fictitious or known to be false
- b) intentionally exaggerating or inflating a claim
- c) supporting a claim with false or forged documents, information or statements
- d) wilfully causing **damage** or injury

Law applicable

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

Other insurance

We will not pay for any **damage**, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same **damage**, legal liability or other event.

Other interests (to be declared)

The financial interest of any mortgagee(s), freeholder(s), leaseholder(s) or other party having a similar financial interest, as declared to **us**, is deemed to be noted in the insurance provided under the relevant section of this policy.

General Conditions

Applicable to all sections

Reasonable care

It is a condition precedent to **our** liability that **you** must at all times

- take all reasonable precautions to prevent **damage**, accident or **bodily injury**
- keep the **premises**, **buildings** and other maintainable property which is insured by this policy in a satisfactory state of repair
- comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use, inspection and safety of property and the safety of persons
- as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime arrange for additional precautions to be effected as the circumstances may require
- exercise due care in the selection and supervision of **employees**.

Registration

It is a condition precedent to **our** liability that the **Group** insured by this policy shall be registered with the appropriate Registering Authority where applicable and all terms of such registration shall be complied with at all times.

Reinstatement of sum insured

We will in the event of **damage** under this policy, automatically reinstate the sum insured unless there is written notice by **us** to the contrary, provided that

- **you** undertake to pay the appropriate additional premium
- **you** immediately implement any recommendations **we** make to prevent further **damage** and effect all repair or replacement work without delay.

Rights

We are entitled to enter any building where **damage** to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **us**.

Security

It is a condition precedent to **our** liability for any claim resulting from fire, theft or malicious damage, that **you** must at all times ensure that

- security devices are put into full and effective operation whenever the **premises** are closed for **business** or left unattended
- keys and all details of any codes or combinations relating to any part of the **intruder alarm installation** and any safe or strongroom are removed from the **premises** whenever the **premises** are closed for **business** or left unattended
- fire break doors and shutters in the **buildings** are maintained in efficient working order and that the openings protected by such doors and shutters are kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links are kept closed except during **business hours**
- alterations or additions to or changes in or removal of security devices are advised to **us** immediately in writing.

General Conditions

Applicable to all sections

Subjectivity

We will clearly state in the **schedule** if the cover provided by this policy is subject to **you**

- providing **us** with any additional information requested by a required date(s)
- completing any actions agreed between **you** and **us** by a required date(s)
- allowing **us** to complete any actions agreed between **you** and **us**.

If required by **us**, **you** must allow **us** access to the **premises** and/or the **business** to carry out a survey(s) within 60 days of the inception or renewal date unless **we** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required date(s)) **we** may, at **our** option

- modify **your** premium
- issue a mid-term amendment to **your** policy or section terms and conditions
- require **you** to make alterations to the insured **premises** by the required date(s)
- exercise **our** right to cancel the policy
- leave the policy or section terms and conditions and the premium unaltered.

We will contact **you** with **our** decision and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **you** and/or any decision by **us** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with **our** requirements and/or decisions **we** will consider **your** comments and where **we** consider appropriate will continue to negotiate with **you** to resolve the matter to **your** and **our** satisfaction.

In the event that the matter cannot be resolved

- **you** have the right to cancel this policy from a date agreed by **you** and **us** and provided no claims have been made **we** will refund a proportionate part of the premium paid for the unexpired period of cover
- **we** may at **our** option exercise **our** right under the General Cancellation Condition of this policy.

Except where stated, all other policy and section terms and conditions will continue to apply.

This condition does not affect **our** right to void the policy if **we** discover information material to **our** acceptance of the risk.

Subrogation

We may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made or are likely to make under this policy.

Terms Not Relevant to a Loss

If payment of a claim is conditional upon compliance with any term of this policy **we** will not pay for any claim where the term has not been complied with except where the term concerned:

- a) is operative only in connection with particular premises or locations;
- b) is operative only at particular times; or
- c) is intended to reduce the risk of particular types of **damage**, **bodily injury** or liability and where **you** can prove that non-compliance with the term could not have increased the risk of the **damage**, **bodily injury** or liability which occurred.

Underinsurance

If at the time of any **damage**, the sum insured is less than the actual reinstatement cost of the **property insured** including any additional costs for removal of debris and architects' and surveyors' fees where applicable, **you** will be considered as being **your** own insurer for the difference and will bear a proportionate share of the loss.

General Exclusions

What you are not covered for:

1 Applicable to all Sections

We will not pay for **damage** to property, any cost, expense, legal liability or **bodily injury** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Radioactive Contamination

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

War Risks

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

Sonic Bangs

Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds

Confiscation

Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority

Electronic Failure

- a) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any electronic equipment, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
 - b) the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction
- However, subsequent loss or damage which is otherwise covered by **your** policy is nevertheless insured

2 Applicable to all Sections other than Liability

We will not pay for **damage** to the **property insured** resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Act of Terrorism

An **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism**

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

Pollution or Contamination

- a) to property caused by **pollution or contamination** unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- b) in addition, **we** will not pay for any loss under the Loss of Revenue Section of this policy resulting from **pollution or contamination** other than loss resulting from **damage** at the **premises** to property used by **you** for the purpose of the **business** caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

Process of Heat

To property undergoing any process involving the application of heat

Theft by Principals

Caused by theft or attempted theft where **you** or any director, partner or **employee of yours** or any member of **your** family or household be concerned as principal or accessory

General Exclusions

What you are not covered for:

Vacant Premises

Caused by theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware

- a) during any period when the **business** has ceased to trade whether the **premises** are unfurnished or otherwise
- b) whilst the **buildings** are insufficiently furnished for normal trading purposes or not lived in by any adult person with **your** permission

Unexplained Losses

Caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information

Gradually Operating Causes

Caused by wear, tear or any gradually operating cause

Northern Ireland

Any **damage** or expense happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **damage** or any expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons

3 Applicable to all Liability Sections other than Employers' Liability

We will not pay for legal liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Pollution or Contamination

Any liability for

- a) **bodily injury** or financial loss of, damage to or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**
- b) the cost of removing, nullifying or cleaning up **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

Asbestos

- a) any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos
- b) the cost of cleaning up, or removal of, or damage to property or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos (except as stated in this policy)

4 Applicable to all Liability Sections

Sanctions

Products, services or benefits which are subject to sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

Public and Products Liability Section

What you are covered for:

1 We will pay **you** for all amounts which **you** shall become legally liable to pay as damages in respect of

- a) accidental **bodily injury** to any person
- b) accidental loss or destruction of or accidental damage to material property
- c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property
- d) wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person

arising out of the ownership of the **premises** or in the course of the **business** and occurring

- i) during the **period of insurance**
- ii) within the **territorial limits**
- iii) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**, provided such journey or visit is not for the purpose of performing manual work
- iv) anywhere in the world caused by **products**.

2 Compensation for court attendance

We will pay **you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to a maximum amount of £250 per person per day for each day on which such attendance is required.

3 Contingent motor liability (non-owned vehicles)

We will pay **you** for all amounts **you** become legally liable for arising out of the use in the course of the **business** of any motor vehicle not owned by or provided by **you**.

Provided **we** will not be liable

- a) for loss of or destruction of or damage to such vehicle or to goods being carried
- b) for **bodily injury** to any person or loss of property arising while the vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive such vehicle
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the **territorial limits**.

4 Corporate Manslaughter

We will pay **you** in respect of

- a) legal costs and expenses incurred with **our** prior written consent, and
- b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section.

Provided that

- i) **our** liability shall not exceed the maximum amount payable under this section during any one **period of insurance**
- ii) all amounts payable under this extension will form part of and not be in addition to the maximum amount payable under this section
- iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
- iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

Public and Products Liability Section

What you are covered for:

We will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee of yours**
- vi) costs and expenses provided by any other source or any other insurance or which but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

5 Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount payable under this section.

6 Defective Premises Act 1972

We will pay **you** any amount for which **you** shall become legally liable to pay during the **period of insurance** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **you**.

We will not be liable

- a) if at the date of their disposal by **you** such buildings were not insured by this policy or any other policies in respect of which this policy has been issued in substitution
- b) for the cost of repairing or rectifying any defect or alleged defect in such buildings
- c) if **you** are entitled to payment under any other policy.

7 General Data Protection Regulations

We will indemnify **you** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **you** provided that **we** will not be liable for:

- a) the payment of fines and penalties
- b) the cost of replacing reinstating rectifying or erasing any personal data.

Our liability shall not exceed £1,000,000 or the maximum amount payable shown in the **schedule**, whichever is the lower, during any one **period of insurance** inclusive of costs and expenses.

8 Health and Safety at Work etc. Act 1974

We will pay **you** and at **your** request any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for

- a) any fines or penalties or the cost of implementing any remedial order or publicity order
- b) an appeal against any fines, penalties, remedial order or publicity order
- c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by **you**.

Public and Products Liability Section

What you are covered for:

9 Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
- b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- c) any bona fide member of **your** organisation
- d) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
- e) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
- f) the owner of plant hired by **you** but only to the extent of the conditions of hire
- g) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons shall not exceed the maximum amount payable under this section.

10 Overseas Personal Liability

We will pay **you** or at **your** request any director or partner or any **employee** or spouse of such person in respect of any amount for which they shall be legally liable incurred in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business**.

This shall not apply in respect of

- a) ownership or occupation of land and buildings
- b) any person referred to above who is entitled to payment under any other policy.

11 Premises leased, hired, rented or in custody or control

We will pay **you** any amount **you** become legally liable for following **damage** to premises including fixtures and fittings leased, hired or rented to **you** or those in **your** custody or control.

12 Consumer Protection and Food Safety Acts – Legal Defence Costs

We will pay **you** and at **your** request any director partner or **employee** of **yours** legal costs incurred with **our** written consent in connection with the defence of proceedings or an appeal against conviction arising from such proceedings brought for a breach of the Consumer Protection Act 1987 and the Food Safety Act 1990 committed or alleged to have been committed in the course of the **business** during the **period of insurance**

Provided that **we** shall not be liable for:

- a) the payment of fines or penalties
- b) proceedings or appeals in respect of deliberate acts or omissions
- c) costs and expenses insured by any other policy.

13 Second hand products

We will pay **you** for all amounts which **you** shall become legally liable to pay as damages in respect of second-hand and pre-owned **products** but excluding the following:

- a) upholstered furniture or bedding that does not meet the standards under current statutory safety legislation other than upholstered furniture or bedding supplied free of charge to the poor and needy
- b) gas appliances of any description
- c) any appliance containing or using flammable liquids.

Public and Products Liability Section

Maximum amount payable

The maximum amount payable under this section for any occurrence giving rise to any one claim or series of claims arising out of one cause will not exceed the amount shown in the **schedule** but the amount shall be the maximum amount payable in any one **period of insurance** in respect of liability arising out of **products**.

We will also pay

- a) all legal costs recoverable from **you** by the claimant
- b) any other costs and expenses of litigation incurred with **our** written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy.

What you are not covered for:

We will not pay for claims made under this section of the policy in respect of:

- 1 **bodily injury** to any **employee** arising out of and in the course of their employment in the **business**
- 2 a) loss or destruction of or damage to property
b) **bodily injury** sustained by any person
arising from the ownership, possession or use by **you** or on **your** behalf of:
 - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
 - iii) any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation other than as insured under What you are covered for 3 - Contingent motor liability (non-owned vehicles) of this section
 - iv) any animal not advised to and agreed in writing by Morton Michel
- 3 loss or destruction of or damage to
 - a) property owned by or leased, hired or rented to **you** other than as insured under What you are covered for 11 - Premises leased, hired, rented or in custody or control, of this section
 - b) property belonging to **you** or held in **your** care, custody or control other than
 - i) personal property of directors, partners or **employees**
 - ii) the property of customers or visitors temporarily on or about the **premises**
 - iii) as insured under What you are covered for 11 - Premises leased, hired, rented or in custody or control of this section
- 4 legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract
- 5 liability arising from or caused by loss or destruction of or damage to property, buildings or land caused by vibration or by the removal or weakening of support
- 6 loss or destruction of or damage to **products** nor the cost of making good or recalling such **products** nor the cost of rectifying defective work
- 7 loss or destruction of or damage to property which **you** or any of **your employees** are or have been working on
- 8 fines, penalties or liquidated, punitive or exemplary damages
- 9 legal liability arising from or caused by
 - a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
 - b) the making up, sale or supply of any drug or medical preparation, syringes, dressings or medical supplies or equipment of any kind whatsoever
 - c) the making up sale or supply of animal feeds, seeds, fertilisers, insecticides, or pesticides
 - d) any **products** manufactured, constructed or prepared in accordance with their plan, design, formula or specification failing to perform the function for which they are intended by **you**

Public and Products Liability Section

What you are not covered for:

- e) the provision or administering of any treatment other than
 - i) first aid treatment
 - ii) the administration of drugs and medicines strictly in accordance with Special Condition 3
 - iii) the administration or provision of oxygen, **tube feeding**, cleaning and changing of **tube feeding** or tracheotomy/tracheostomy tubes and emptying/changing stoma bags strictly in accordance with Special Condition 4
 - f) the use of solaria, sunbeds, saunas and hydro-massage facilities
 - g) fund raising activities other than
 - i) events of a non-sporting nature involving only **Group officials**, children who attend the **Group** and members of their family
 - ii) any other event notified to and accepted in writing by Morton Michel
 - h) the use or ownership of Velcro wall, "bar fly" or similar equipment
 - i) any diagnosis, therapy or medical advice given or performed
 - j) inflatable play equipment, other than **bouncy castles** used by the **Group** for the children attending the **Group** (or other children in their family)
 - k) cycling on public roads
 - l) the use of any **adventure playground equipment** unless advised to and agreed in writing by Morton Michel
 - m) professional neglect, errors, omissions in treatment, medication, advice, certification or other services by **you**
- 10 any **products** which with **your** knowledge are
- a) exported directly or indirectly to the United States of America or Canada
 - b) used in the aircraft, space, petro-chemical, gas, offshore, ship building and repair or nuclear industries
 - c) to be used in the motor industry other than those not affecting the safety, stability, steering or braking of the vehicle
- 11 liability arising from or caused by any willful, malicious or criminal act by **you** or any of **your employees** or any other person indemnified by this policy
- 12 liability arising from or caused by or contributed to by activities not advised to and agreed in writing by Morton Michel.
- 13 liability caused by or arising from **products** where the action is brought against **you** in any country not being a member of the European Union where **you** have a branch or a parent or a subsidiary company or are represented by a person or company holding **your** Power of Attorney

Special Conditions

1. **We** may at any time pay to **you** in connection with any claim or series of claims
 - a) the maximum amount payable under this section less any amount already paid
 - b) any lesser amount for which such claim or claims can be settled

we shall then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior to the date of final payment.
- 2 It is a condition precedent to **our** liability that whenever **bouncy castles** are used:
 - a) the manufacturers' and/or suppliers' instructions regarding use, safety and maximum recommended numbers of children must be complied with at all times;
 - b) no adult must be allowed to play on the **bouncy castle**;
 - c) the location and the moorings for the **bouncy castle** must be safe and suitable;
 - d) the **bouncy castle** equipment must be checked by a **Group official** before use to ensure that there is no defect or damage;
 - e) at least two **Group officials** must supervise the **bouncy castle** at all times;
 - f) safety mats must be in the correct place and kept clear at all times;
 - g) supervising **Group officials** must be able to see all children on the **bouncy castle** and be close enough to support any child that may come off or be in need of help;
 - h) the **bouncy castle** must be deflated when not in use;

Public and Products Liability Section

Special Conditions

- i) one **Group official** must check the **bouncy castle** every half hour to ensure that the moorings are stable, the blower is pumping in air correctly and the air vents are secure;
 - j) a trained First Aider must be present on site;
 - k) food and drink must not be permitted on the **bouncy castle**;
 - l) children must not be permitted to
 - (i) wear jewellery, watches or shoes/boots/trainers etc, or have any sharp or pointed objects whilst on the **bouncy castle**
 - (ii) perform any type of acrobatics or climb the walls or supporting pillars of the **bouncy castle**
 - (iii) go either around the back or the sides of the **bouncy castle** at any time
 - (iv) have access to the **bouncy castle** whilst it is being deflated;
 - m) children must
 - (i) walk on and off the **bouncy castle** on all occasions
 - (ii) be grouped in relation to their size and age.
- 3 It is a condition precedent to **our** liability that the administration of drugs or medicines takes place only under the following conditions:-
- a) In all cases:
 - (i) The
 - (a) **parent** of each child and
 - (b) each **minded adult** or the **parent** of each **minded adult**attending the **Group** must provide details of any known allergy to medication suffered by the child or **minded adult**. Such details to be recorded by **you** or **your employees** in the drugs/medicine register and consulted before any emergency administration of drugs or medicines.
 - (ii) The drug or medicine must have been prescribed by the child's or **minded adult's** General Practitioner or consultant or given to the **Group** by the child's **parent**, the **minded adult** or the **minded adult's parent** or their General Practitioner or consultant.
 - (iii) The drug or medicine must be kept in a secure place with access only by authorised persons.
 - (iv) A clear label, with the child's or **minded adult's** name, must be attached to the drugs or medicine.
 - (v) A drugs/medicine register must be kept showing:
 - (a) the child's or **minded adult's** name
 - (b) type of drug/medicine administered
 - (c) date and time administered
 - (d) dosage
 - (e) name and signature of person administering the drug/medicine
 - (f) name and signature of witness
 - (g) time of notification to child's **parent** or **minded adult's parent** when an administration of drug or medicine has been given in an emergency
 - (h) note of any known allergy to medication suffered by children or **minded adults** attending the **Group**.
 - (vi) **You** must familiarise yourself and comply with all relevant requirements of **your** statutory registering authority concerning the administration of drugs and medicines.
 - (vii) **You** must have a letter of authorisation from the child's **parent** or the **minded adult** or their **parent** containing clear instructions for the administration of non-prescribed drugs or medicines, prescribed oral medication or asthma inhalers.
 - b) In cases where occasional, regular or emergency medication is required such as epipens, hypodermic injections, insulin pumps, tube-administered or stent-administered medication (but not including non-prescribed drugs or medicines, prescribed oral medication or asthma inhalers, which are dealt with under 3 a) above), **you** must comply with (i) to (vi) above AND IN ADDITION

Public and Products Liability Section

Special Conditions

- (viii) **You** must have a letter from the child's **parent** or the **minded adult** or their **parent** providing specific consent for **you** to administer the medication.
 - (ix) **You** must have a letter from the child's or the **minded adult's** General Practitioner or consultant stating:
 - (a) what condition the drug or medicine is for with its name
 - (b) how and when the drug or medicine is to be given
 - (c) what training of personnel is required, if any
 - (d) any other relevant information.
 - (x) Training in the administration of the drug or medicine must be as stipulated by the child's or the **minded adult's** General Practitioner or consultant and, if required, **you** must provide proof of such training.
- 4 It is a condition precedent to **our** liability that the administration or provision of oxygen, **tube feeding**, cleaning and changing of **tube feeding** or tracheostomy/tracheotomy tubes and emptying/changing stoma bags takes place only under the following conditions:
- a) **You** must have a letter from the child's or the **minded adult's** General Practitioner or consultant stating:
 - (i) the child's or the **minded adult's** condition and the health support procedures required
 - (ii) what training of personnel is required
 - (iii) what medical experience is required
 - (iv) any other relevant information.
 - b) **You** must have a letter from the child's **parent** or the **minded adult** or their **parent** providing specific consent for **Group officials** to administer/provide the health support procedures required.
 - c) **You** must ensure that any person administering/providing the required health support procedures has the medical experience and training specified by the child's or the **minded adult's** General Practitioner or consultant and, if required, provide proof of such training.
 - d) **You** must familiarise yourself and comply with all relevant requirements of **your** statutory registering authority concerning the administration/provision of the health support procedures.
- 5 It is a condition precedent to **our** liability that:
- a) **you** shall
 - (i) carry out all investigations recommended by Ofsted or any other competent authority on all current and prospective **employees** and
 - (ii) where **you** are required by law to do so, obtain all necessary criminal records and barred list checks in respect of all relevant current and prospective **employees** and act reasonably in response to the information obtained
 - b) while **you** are awaiting the outcome of criminal records and barred list checks on an **employee** that **you** are required by law to obtain in relation to them, that **employee** will be supervised at all times (while engaged in the **business**) by another **employee** for whom criminal records and barred list checks have been obtained.
- 6 All visiting instructors or demonstrators must have their own Public Liability insurance covering their activities, effective and with a limit of indemnity of at least £1,000,000.
- 7 Any horse riding activity must be at authorised riding centres only, with their own Public Liability insurance, effective and with a limit of indemnity of at least £1,000,000.
- 8 A qualified Life Saver or a qualified swimming teacher/coach must be in attendance at all times whenever swimming activities are undertaken.
- 9 It is a condition precedent to **our** liability that whenever trampolines are used:
- a) the manufacturers'/suppliers' instructions regarding use, safety and recommended numbers of children must be complied with at all times;
 - b) the use of such equipment has been notified to Ofsted or other registering authority and no concerns or objections have been raised, and any requirements complied with.

Public and Products Liability Section

Special Conditions

- 10 It is a condition precedent to **our** liability that in respect of all second-hand and pre-owned **products** that before the **products** leave **your** custody or control **you**
- a) have any electrical appliance (other than a battery only powered one) inspected and tested by a suitable qualified person (the minimum standard required is the Portable Appliance Testing qualification, such as the City & Guilds 2377-002 Certificate of Competence for the Inspection and Testing of Portable Equipment (PAT Testing) or its equivalent)
 - b) ensure that each item of furniture or furnishings supplied is fit for purpose
 - c) ensure that any other **products** are compliant with any current safety legislation or regulations
 - d) retain all required records under such legislation or regulations for the required period provided this period is not less than 3 years.
- 11 It is a condition precedent to **our** liability that whenever face painting sessions take place:
- a) **you** will obtain consent from a **parent** before their child is permitted to participate in the activity and;
 - b) any products and equipment used must be of a proprietary brand, specially designed for use by and/or on children and;
 - c) there must be a partition or barrier around the face painting area or the session must be located in a separate room.
- 12 It is a condition precedent to **our** liability that whenever skateboarding takes place
- a) only children aged 4 years and above will be allowed to participate in the activity
 - b) **you** will obtain consent from a **parent** before their child is permitted to participate in the activity
 - c) all skateboards, protective gear and other equipment used to participate in the activity must be provided by **you**
 - d) all skateboards, protective gear and other equipment used to participate in the activity must be safety checked by **you** before and after use
 - e) children must wear the following protective gear at all times: helmet, wrist guards, knee and elbow pads
 - f) children must wear a high visibility jacket, bib or wristband to ensure they are easily identified
 - g) the activity will only take place within a designated skate park or school playground
 - h) the following minimum adult to child supervision ratios must be maintained at all times:
 - i) children aged 4 to 7 years; 1 **Group official** to 4 children
 - ii) children aged 8 years and above; 1 **Group official** to 8 children
- We** will not pay for claims in respect of **bodily injury** arising out of tricks, stunts, jumps or flips.
- 13 It is a condition precedent to **our** liability that whenever roller blading takes place
- a) only children aged 4 years and above will be allowed to participate in the activity
 - b) **you** will obtain consent from a **parent** before their child is permitted to participate in the activity
 - c) all skates, protective gear and other equipment used to participate in the activity must be provided by **you**
 - d) all skates, protective gear and other equipment used to participate in the activity must be safety checked by **you** before and after use
 - e) children must wear the following protective gear at all times: helmet, wrist guards, knee and elbow pads
 - f) children must wear a high visibility jacket, bib or wristband to ensure they are easily identified
 - g) the activity will only take place within an enclosed space such as a hall or school playground
 - h) the following minimum adult to child supervision ratios must be maintained at all times:
 - i) children aged 4 to 7 years; 1 **Group official** to 4 children
 - ii) children aged 8 years and above; 1 **Group official** to 8 children
- We** will not pay for claims in respect of **bodily injury** arising out of tricks, stunts or jumps.

Employers' Liability Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

1 We will pay all amounts which **you** will become legally liable to pay as damages in respect of accidental **bodily injury** caused during the **period of insurance** to any **employee** if such **bodily injury** arises out of and in the course of their employment by **you** in the **business**

- a) within the **territorial limits** or
- b) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**

2 Compensation for court attendance

We will pay **you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to a maximum amount of £250 per person per day for each day on which such attendance is required.

3 Corporate Manslaughter

We will pay **you** in respect of

- a) legal costs and expenses incurred with **our** prior written consent and
- b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section.

Provided that

- i) **our** liability shall not exceed the maximum amount payable under this section during any one **period of insurance**
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **schedule**
- iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
- iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

We will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee of yours**
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

4 Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount payable under this section.

Employers' Liability Section

What you are covered for:

5 Health and Safety at Work etc. Act 1974

We will pay **you** and, at **your** request, any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for

- a) any fines or penalties or the cost of implementing any remedial order or publicity order
- b) an appeal against any fines, penalties, remedial order or publicity order
- c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by **you**.

6 Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
- b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- c) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
- d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
- e) the owner of plant hired by **you** but only to the extent of the conditions of hire
- f) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay for damages to **you** and any such persons shall not exceed the maximum amount payable under this section.

7 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **employee** or the personal representatives of any **employee** in respect of **bodily injury** caused to the **employee** during the **period of insurance** and happening in connection with the **business** against any person or company operating from a premises within the **territorial limits** in any court within the **territorial limits** and remaining unsatisfied in whole or in part six months after the judgement **we** will at **your** request pay to the **employee** or the personal representatives of the **employee** the amount of damages and any awarded costs that remain unsatisfied.

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this clause the **employee** or the personal representatives of the **employee** shall assign the judgement to **us**.

Employers' Liability Section

Maximum amount payable

The maximum amount payable in respect of

- a) accidental **bodily injury** to **employees**
- b) all legal costs recoverable from **you** by any claimant
- c) any other costs and expenses of litigation incurred with **our** written consent
- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- e) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of payment under this section of the policy

arising out of and in the course of employment in the **business** will not exceed

- i) £5,000,000 for **bodily injury** which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
- ii) the amount stated in the **schedule** as regards any other **bodily injury**

in respect of any one claim against **you** or series of claims against **you** arising out of one cause.

What you are not covered for:

We will not pay for claims made under this section of the policy in respect of:

- 1 liability for **bodily injury** to any **employee** arising out of the ownership possession or use by or on **your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
- 2 liability arising from **bodily injury** or any **employee** working in or on any offshore installation or any support vessel for any offshore installation or whilst in transit to or from any offshore installation or support vessel.

Special Conditions

- 1. The insurance provided by this section is deemed to be in accordance with any law relating to compulsory insurance or liability to **employees** whilst employed in the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.
- 2. **We** may at any time pay to **you** the amount of the maximum amount payable under this section less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.
- 3. If this policy or this section is cancelled then any Certificate of Employers' Liability insurance issued by **us** is deemed to be cancelled at the same time.

Professional Indemnity Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

1 We shall indemnify **you**, up to the **indemnity limit**, for the amount of any claim including claimant's costs and expenses first made against **you** and notified to **us** during the **period of insurance** in respect of legal liability which arises out of the exercise and conduct of the **business**.

2 Defence Costs

We shall also indemnify **you** for **defence costs** where such costs have been incurred with **our** prior written consent.

Such **defence costs** shall not be payable in addition to the **indemnity limit**.

3 Loss of or Damage to Documents

In the event of physical loss of or damage to **documents** suffered and notified to **us** during the **period of insurance**, **you** are indemnified for any claim or reasonable and necessary costs and expenses incurred in replacing, restoring or reconstituting any **documents** which are **your** property or are in **your** care, custody or control.

Provided that the maximum amount payable by **us** shall be £50,000 in the aggregate.

4 Infringement of Copyright or Patents

You are indemnified for reasonable **defence costs** incurred during the **period of insurance** with **our** prior written consent (not to be unreasonably withheld) in the defence of any injunction and/or proceedings in respect of infringement or alleged infringement of any copyright or patents or other intellectual property rights vested in or otherwise enjoyed by **you**.

Provided that the maximum amount payable by **us** shall be £50,000 in the aggregate.

5 Joint Venture/Consortium

You are indemnified for any claim first made against **you** and notified to **us** during the **period of insurance** which **you** may become legally liable to pay, whether jointly or severally, which arises out of the exercise and conduct of the **business** whilst a member of a joint venture or consortium where such joint venture or consortium together with the turnover/fees of the joint venture or consortium (not just **your** proportion) has been declared to **us**, whether or not the joint venture or consortium is conducted through a separate legal entity.

6 Self Employed Persons

You are indemnified for any claim for any negligent act, negligent error or negligent omission first made against **you** and notified to **us** during the **period of insurance** which **you** may become legally liable to pay, arising out of the use of self employed or contract hire persons in the exercise and conduct of the **business**. For the purpose of this insurance such persons are deemed to be **your employees**.

Professional Indemnity Section

What you are covered for:

7 Indemnity to Employees, Former Employees and/or Consultants

Your employees or former **employees** are indemnified for any claim for any negligent act, negligent error or negligent omission first made against them and notified to **us** during the **period of insurance** which arises out of the exercise and conduct of the **business**.

Your former partners, former directors or former **employees** who have continued as consultants to **you** and any persons who were formerly consultants to **you** are indemnified in respect of any claim for any negligent act, negligent error or negligent omission first made against them and notified to **us** during the **period of insurance** which arises out of the exercise and conduct of the **business**.

8 Defamation, Libel and Slander

You are indemnified for any claim first made against **you** and notified to **us** during the **period of insurance** in direct consequence of any defamation, libel or slander by **you** which arises out of the exercise and conduct of the **business**.

Provided that an **excess** of £1,000 each and every claim shall apply.

9 Dishonesty of Employees

You are indemnified for any claim first made against **you** and notified to **us** during the **period of insurance** for any negligent act, negligent error or negligent omission which arises out of the exercise and conduct of the **business** brought about, or contributed to, by the fraudulent, criminal or malicious act or omission of any person at any time employed by **you**.

Provided that:

- i) no person committing such fraudulent, criminal or malicious act or omission shall be entitled to indemnity
- ii) any monies which but for such fraudulent, criminal or malicious act or omission would be due from **us** to the person committing such act, or any monies held by **you** and belonging to such person, shall be deducted from any amount payable under this insurance.

Conditions which apply to the Professional Indemnity section:

1 Conditions Precedent to Liability

Conditions 2 – 5 inclusive set out below are deemed to be conditions precedent to **our** liability under this insurance.

2 Discovery of a Claim or Circumstance

- a) If during the **period of insurance** **you** receive notice of any claim that is indemnifiable under this insurance other than any claim provided for in Condition 2b), **you** shall give notice (in accordance with Condition 3) to **us** as soon as practicable
- b) If during the **period of insurance** **you** receive a **letter of claim**, **you** shall give notice (in accordance with Condition 3) to **us** as soon as practicable and in any event within 7 working days from receipt of such **letter of claim** and not later than expiry of the **period of insurance**
- c) If during the **period of insurance** **you** become aware of any **circumstance**, **you** shall give notice (in accordance with Condition 3) to **us** of such **circumstance** as soon as practicable **we** agree that any **circumstance** notified to **us** during the **period of insurance** which subsequently gives rise to a claim after expiry of this insurance shall be deemed to be a claim first made during the **period of insurance**.

3 Notice

Notice to **us** under Condition 2 shall not be valid unless it has been received in writing by the persons shown in the **schedule**.

4 Conduct of Claims

Following notification of any claim or **circumstance**, **we** shall be entitled to take over and conduct in **your** name the investigation, defence or settlement of any such matter. **You** shall **co-operate** with and give all such assistance as **we** may reasonably require. If **you** and **we** cannot agree a common course of action with regard to the contesting of any legal proceedings (whether defence or prosecution), the dispute will be resolved by the operation of Condition 7.

Professional Indemnity Section

Conditions which apply to the Professional Indemnity section:

5 Retroactive Date

Where a retroactive date is specified in the **schedule**, this insurance shall not indemnify **you** for any claim notified to **us** and arising out of the exercise and conduct of the **business** prior to the said retroactive date.

6 Subrogation

If any payment is made by **us**, **you** grant to **us** all rights of recovery against any parties from whom a recovery may be made and **you** shall take all reasonable steps to preserve such rights. However, **we** agree to waive any rights of recovery against any of **your employees** or former **employees**, self employed persons or consultants unless liability has resulted in whole or part from any act or omission on the part of such person which is dishonest, fraudulent, criminal or malicious.

7 Insurance Disputes

This insurance is governed by the laws of England and Wales. Any dispute or difference between **you** and **us** arising from this insurance shall be referred for determination to Senior Counsel of the English Bar, to be mutually agreed between **us** and **you**, or any other person as may be mutually agreed. In the event of disagreement regarding the appointment, the Chairman of the Bar Council shall appoint a suitable person. The findings of the agreed or appointed person shall be binding on **us** and **you**, and the cost of such referral shall be allocated by the agreed or appointed person on a fair and equitable basis.

8 Claim Settlements

We may at any time pay to **you** in connection with any claim or claims the **indemnity limit** (less any sums already paid) or any lesser sum for which such claim or claims can be settled and upon such payment **we** shall not be under any further liability in respect of such claim or claims.

9 Disclaimer of Liability by Us

In the event of **us** at any time being entitled to avoid this insurance ab initio by reason of any materially inaccurate or misleading information given to **us** in the application for insurance (proposal form, Statement of Fact or electronic application) or at any time during the negotiations leading to the inception of this insurance or as a result of failure to disclose material facts before the inception of this insurance or for any other reason at law, **we** may at **our** election instead of avoiding this insurance ab initio give notice to **you** that **we** regard this insurance as being of full force and effect except that there shall be excluded from the indemnity provided hereunder any claim which has arisen or which may arise out of any **circumstance** which ought to have been disclosed to **us** in the written proposal or which arises out of materially inaccurate or misleading information given to **us**.

10 Combined claims

Where the same original cause or single source or event gives rise to an entitlement on **your** part to indemnity under What you are covered for 1 and 2 and any of What you are covered for 3 – 9 under this insurance, the maximum amount payable by **us** under What you are covered for 1 and 2 and such What you are covered for 3 - 9 shall not exceed the **indemnity limit**.

Professional Indemnity Section

What you are not covered for:

This insurance shall not indemnify **you** in respect of any liability for, or directly or indirectly arising out of, or in any way involving:-

1 Excess

An **excess**

- a) shall not apply to any claim made under What you are covered for 2 - Defence Costs
- b) of £1,000 shall apply to any claim made under What you are covered for 3 - Loss of or Damage to Documents or 4 - Infringement of Copyright or Patents
- c) of £250 shall apply to all other claims made under this insurance.

2 Liability involving Transport or Property owned by You

The ownership, possession or use by or on behalf of **you** of any aircraft, watercraft, hovercraft, motor vehicle or trailer or any buildings, structures, premises or land or that part of any building leased, occupied or rented by **you** or any of **your** property.

3 Liability arising out of Employment

Any injury, disease, illness (including mental stress) or death of any **employee** under a contract of service with **you** or any claim arising out of any dispute between **you** and any present or former **employee** or any person who has been offered employment with **you**.

4 Supply of Goods

The manufacture, construction, alteration, repair, servicing or treating of any goods or products sold, distributed or supplied including the sale and/or supply of hardware and/or software by **you**.

5 Fraud, Dishonesty or Criminal Act

Any act, error or omission of any of **your** partner(s) or director(s) which is dishonest, fraudulent, criminal or malicious, or any claim where any person has committed a dishonest, fraudulent, criminal or malicious act after discovery by **you** of reasonable cause for suspicion that such act has been committed.

6 Controlling Interest

Any claim made against **you** by either:-

- a) any entity in which **you** exercise a controlling interest, or
- b) any entity exercising a controlling interest over **you** by virtue of having a financial or executive interest in **your** operation unless such claim is made against **you** for an indemnity or contribution in respect of a claim made by an independent party against the said entities detailed in 6a) or 6b) above and arises out of the exercise and conduct of the **business**.

7 Liquidated Damages

Any claim in respect of liquidated damages or penalties due to liability assumed by **you** under any contract or agreement where such liability would not have existed in the absence of such contract or agreement.

8 War and Terrorism

Any of the following:-

- a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- b) any act or acts of terrorism, force or violence for political, religious or other ends directed towards the overthrowing or influencing of the government, or for the purpose of putting the public in fear, by any person or persons acting alone or on behalf of or in connection with any organisation
- c) any action taken in controlling, preventing, suppressing or in any way relating to 8a) and/or 8b) above.

The burden of proving that a claim does not fall within this exclusion shall be upon **you**.

Professional Indemnity Section

What you are not covered for:

9 Area of Activities

Any work or activities undertaken by **you** outside the **geographical limits**.

10 Jurisdiction

Any claim brought (or the enforcement of any judgement or award entered against **you**) outside the courts of the **United Kingdom**, Channel Islands, Isle of Man and Member States of the European Union.

11 Fines, Penalties, Punitive, Multiple or Exemplary Damages

Fines, penalties, punitive, multiple or exemplary damages.

12 Loss of Documents - Magnetic or Electrical Media

The physical loss of or damage to **documents** which are stored on magnetic or electrical media unless such **documents** are duplicated on magnetic or electrical media with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the **documents** to their original status.

13 Pollution

Any claim arising from **pollution**.

14 Directors' and Officers' Liability

Any claim arising from being a director, officer or trustee of **yours** (as opposed to those duties and functions carried out in furtherance of the **business**) or from the acceptance of any directorship or trusteeship in any other company not forming part of **you**.

15 Other Insurance

Any claim where **you** are entitled to indemnity under any other insurance(s) except in respect of any amount for which **you** would otherwise be entitled to indemnity under this insurance beyond the amount for which **you** are entitled to indemnity under such other insurance.

16 Previous Claims and Circumstances

Any claim or circumstance that may give rise to a claim which has been notified and accepted by insurers in respect of any other insurance attaching prior to the inception of this insurance or as disclosed as a material fact to **us** which formed the basis of this insurance or any claim or circumstance that may give rise to a claim of which **you** were or should have been aware prior to the inception of this insurance.

17 Trading Losses

Any trading losses or trading liabilities incurred by any business managed or carried on by **you** including loss of any client account or business.

18 Failure to Arrange Insurance and/or Finance

Any consequential loss arising from the failure of **you** to arrange and/or maintain insurance and/or finance.

Professional Indemnity Section

What you are not covered for:

19 Investment Advice

Any depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets, and any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments.

In addition, no cover shall be provided in connection with any investment advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation by an appropriate statutory authority.

20 Pension Trustee Liability

You acting in the capacity of trustee, fiduciary or administrator of any employer-sponsored pension or superannuation scheme or superannuation programme.

21 Bodily Injury and/or Property Damage

Any claim arising out of injury, disease, illness (including mental stress) or death of any person(s) or loss of or damage to property (except as provided under What you are covered for 3).

22 Contractual Liability

Any claim arising out of **your** contractual liability unless such liability would have existed in the absence of such a contract or agreement.

23 Sexual Conduct

Any claim or **circumstance** or **defence costs** arising from actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation whether under the guise of treatment or not, or in the course of treatment or not.

24 Medical malpractice

Any claim either directly or indirectly or in connection with or in any way involving medical malpractice.

Directors', Trustees' and Officers' Liability Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

Insuring Clause A

1. **we** shall pay on behalf of **insured persons** **loss** arising from any **claim** for a **wrongful act** which is first made against **insured persons** during the **period of insurance**, if notice is provided to **us** in accordance with the terms of this coverage section, except when and to the extent that the **company** has indemnified the **insured persons**.

Insuring Clause B

2. **we** shall pay on behalf of the **company** **loss** arising from any **claim** for a **wrongful act** which is first made against **insured persons** during the **period of insurance**, if notice is provided to **us** in accordance with the terms of this coverage section, but only when and to the extent it shall be lawful for the **company** to indemnify the **insured persons**.

What you are not covered for:

we shall not pay any **loss** in connection with any **claim**:

1 Bodily Injury and/or Property Damage

for any actual or alleged bodily injury, sickness, disease or death of any person or any actual or alleged damage to or destruction of any tangible property, including loss of use thereof, provided however, that any **claim** for emotional distress shall not be excluded with respect to an **employment practice claim**

2 Pollution

based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **pollutant**, or any rectification or clean-up costs relating to any **pollutant** provided, however, that the **we** shall pay on behalf of **insured persons** **defence costs** incurred in any investigation, examination, inquiry, court of law or other proceedings ordered or commissioned in the first instance by any official body within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands in respect of any **wrongful act** related to a **pollutant**. However, in respect of such **defence costs** our total aggregate liability shall not exceed £25,000 in all for the **period of insurance**, which is part of, and not in addition to the aggregate limit of liability stated in the **schedule**

3 Illegal Profits and/or Deliberate Acts

- (a) arising from or in any way involving any actual dishonest, fraudulent or malicious act of **insured person** or **company**
- (b) arising from or in any way involving any **insured person** or the **company** gaining in fact any profit or advantage or receiving any remuneration to which they were not legally entitled

4 Professional Services

for any actual or alleged breach of any professional services or duty by any **insured person** or **company**

5 Prior Circumstances

brought about by, or contributed to by, or consequent upon, any fact, circumstance or situation which has been the subject of any notice given under any insurance which was in force prior to the **period of insurance** or which was known about by the **company** or the **insured persons** prior to the **period of insurance** and might reasonably be expected to give rise to a **claim** but was not disclosed to **us** prior to inception of this coverage section

Directors', Trustees' and Officers' Liability Section

What you are not covered for:

6 Insured versus Insured

brought by or on behalf of any **insured person** or the **company**, however this exclusion shall not apply to:

- (a) a **claim** instigated by a shareholder or group of shareholders without the solicitation, participation or assistance of the **insured persons** or **company**
- (b) an **employment practices claim** brought or maintained by any **insured person**
- (c) a **claim** brought or maintained by any **insured person** for contribution or indemnity, if the **claim** directly results from any other valid **claim** made under this coverage section a **claim** brought by a liquidator, administrative receiver or receiver either derivatively on behalf of the **company** without the solicitation, participation or assistance of any **insured person** or the **company**

7 Major Shareholder

made by or on behalf of any person or entity holding beneficially or otherwise more than 20% of the issued share capital of the **company** whether such **claim** is made in the name of the **company** or not

8 Share Offerings

based upon or attributable to the actual or intended listing of any share capital of the **company** on any stock exchange.

9 Sexual Conduct

Any **claim** or circumstance or **defence costs** arising from actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation whether under the guise of treatment or not, or in the course of treatment or not.

10 Medical malpractice

Any **claim** either directly or indirectly or in connection with or in any way involving medical malpractice.

Special Conditions

1 Limit of Liability

our total aggregate liability under this coverage section shall not exceed the limit of liability stated in the **schedule**, which shall be inclusive of **defence costs**.

2 Retention

there shall be no **excess** payable under this coverage section.

3 Notice of Claim

the **insured persons** and/or the **company** shall, as a condition precedent to **our** liability, give **us** notice in writing of any **claim** as soon as reasonably possible and in any event within 30 days of the end of the **period of insurance**.

4 Notice of Circumstance

the **insured persons** and/or the **company** shall, as a condition precedent to **our** liability, give **us** notice in writing of any circumstances which might reasonably be expected to give rise to a **claim** against an **insured person**, including the reasons for the anticipation of such **claim**, with full particulars as to dates and persons involved, as soon as reasonably possible. Any subsequent **claim** arising out of the notified circumstances shall be deemed to have been made at the time of notice to **us**.

Directors', Trustees' and Officers' Liability Section

Special Conditions

5 Defence of Claims

- (a) the **insured persons** and the **company** shall, as a condition precedent to **our** liability, give **us** such information and co-operation as **we** reasonably require and shall not disclose to anyone the existence of this coverage section without **our** prior written consent, unless as a consequence of the requirements of the law.
- (b) the **insured persons** and the **company** shall, as a condition precedent to **our** liability, not admit liability for or attempt to settle any **claim** or incur **defence costs** without **our** written consent. **We** shall be entitled at any time to take over and conduct in the name of the **insured persons** or the **company** the defence or settlement of any **claim** or to prosecute in the name of the **insured persons** or the **company** for their own benefit any **claim** for payment, indemnity or damages or otherwise against any third party. In any event no action shall be taken which might prejudice **us**.

6 Contest of Claims

- (a) neither the **insured persons** nor the **company** shall be required to contest any legal proceedings unless counsel (to be mutually agreed upon by the **insured persons**, the **company** and **us**) shall advise that such proceedings should be contested.
- (b) **we** shall not settle any **claim** without the consent of the **insured persons** or the **company**. If however the **insured persons** or the **company** refuse to consent to any settlement recommended by **us** and elects to contest or continue any legal proceedings in connection with such **claim**, then **our** liability for the **claim** shall not exceed the amount by which the **claim** could have been so settled inclusive of **defence costs** incurred with their consent up to the date of such refusal, and then only up to the limit of liability stated in the **schedule**.
- (c) **we** shall be entitled to nominate a solicitor and, if appropriate, a barrister to represent the **insured persons**.

7 Allocation of Loss

- (a) with respect to **defence costs** jointly incurred by the **company** and **insured persons** and any joint settlement of any **claim** made against both the **company** and **insured persons**, such **defence costs** and joint settlement having been consented to by **us** (such consent shall not be unreasonably withheld), the **company** and **insured persons** and **us** agree to use their best efforts to determine a fair and proper allocation of the amount as between the **company** and **insured persons** and **us**.
- (b) under Insuring Clause A, **we** will, to the fullest extent permissible by law, advance **defence costs** prior to the final settlement of the **claim**, unless such **defence costs** have been advanced by the **company**
- (c) under Insuring Clause B, **we** will, to the fullest extent permissible by law, advance **defence costs** prior to the final settlement of the **claim**.

such advance payments of **defence costs** as referred to in (a) and (b) shall be repayable to **us** by the **insured persons** and the **company** severally according to their respective interests, in the event and to the extent that it is determined that they shall not be entitled under this coverage section to payment of such **defence costs**.

8 Avoidance

in the event **we** are entitled to avoid this coverage section ab initio **we** may at **our** election instead give notice in writing to the **insured persons** and the **company** that **we** regard this coverage section as of full force and effect save that there shall be excluded from any payment afforded hereunder any **loss** which has arisen or which may arise and which is related to the circumstances which entitle **us** to avoid this coverage section. This coverage section shall then continue in full force and effect but shall be deemed to exclude the particular **loss** referred to in the said notice (as if the same had been specifically endorsed ab initio).

Directors', Trustees' and Officers' Liability Section

Special Conditions

9 Fraudulent Claims

if the **insured persons** or the **company** shall make any request for payment in respect of any **loss** knowing the same to be false or fraudulent, as regards amount or otherwise, this coverage section shall become void and all requests for payment in respect of any **loss** hereunder shall be forfeited.

10 Severability

- (a) the statement of fact shall be construed as a separate application by each **insured person**. With regards to the statement of fact together with the declarations and statements contained therein, no statements in such proposal form or knowledge possessed by any **insured person** shall be imputed to any other **insured person** for the purposes of determining the availability of any payment hereunder for **loss** arising from a **claim** made against an **insured person**.
- (b) for the purpose of determining the applicability of any exclusions, the **wrongful act** of any **insured person** or the **company** shall not be imputed to any other **insured person**.

11 Authorisation

the **company** stated in the **schedule** shall act on behalf of itself, all **subsidiaries** and all **insured persons** with respect to the giving and receiving notice of any **claim**, the payment of premiums, the receipt and acceptance of any endorsements attaching to and forming part of this coverage section.

12 Other Insurance

this coverage section shall apply excess of any other valid and collectable insurance.

13 Takeover

In the event of a **takeover** any coverage hereunder with respect to **loss** arising from a **claim** shall apply only to any **loss** by reason of **wrongful acts** committed by an **insured person** prior to the date of such **takeover**.

14 Territory

this coverage section shall apply to **claims** wherever made other than the United States of America or Canada, based upon acts occurring anywhere in the world other than the United States of America or Canada.

15 Governing Law & Jurisdiction

the construction, validity, performance and interpretation of this coverage section shall be governed by the laws of England and Wales, and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Legal Expenses Section

Please read this section of the policy carefully and in full to familiarise yourself with the terms and conditions, as well as the:

- Business legal services website
- Claims procedure.

If **you** are unsure about anything in this section of the policy please contact Morton Michel.

Business Legal Service

Register today at www.araglegal.co.uk and enter the voucher code **ARAG753BIZ** to access the law guide and download legal documents to help with commercial legal matters.

Making a claim

If **you** need to make a claim **you** must notify **us** as soon as possible.

1. Under no circumstances should **you** instruct your own lawyer or accountant as the **insurer** will not pay any costs incurred without **our** agreement.
2. **You** can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning **0117 917 1698** or by downloading one at www.arag.co.uk/newclaims
3. **We** will issue **you** with a written acknowledgement within one working day of receiving **your** claim form.
4. Within five working days of receiving all the information needed to assess the availability of cover under this section of the policy, **we** will write to **you** either:
 - a) confirming the appointment of a qualified representative who will promptly progress the claim for **you**; or
 - b) if the claim is not covered, explaining in full why and whether **we** can assist in another way.
5. When a lawyer is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Definitions (applicable to Legal Expenses)

In addition to the policy definitions shown on pages 10 to 18, the following definitions apply to this section. Some definitions that are shown on pages 10 to 18 have a more specific meaning when used under this section and where that is the case the meanings shown below will apply.

appointed advisor	the solicitor, accountant, mediator or other advisor appointed by us to act on behalf of the insured person
collective conditional fee agreement	a legally enforceable agreement entered into on a common basis between the appointed advisor and us to pay their professional fees: <ol style="list-style-type: none">a) in full where the insured person's claim is successful orb) in part or not at all where the insured person's claim is unsuccessful
conditional fee agreement	a legally enforceable agreement between the insured person and the appointed advisor for paying their professional fees: <ol style="list-style-type: none">a) in full where the insured person's claim is successful orb) in part or not at all where the insured person's claim is unsuccessful
employee	a worker who has or alleges they have entered into a contract of service with you
insured person(s)	you and your directors, partners, managers, employees and any other individuals declared by you to us
Insurer	Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof)

Legal Expenses Section

legal costs & expenses

- a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44
- b) in civil claims, other side’s costs, fees and disbursements where the **insured person** has been ordered to pay them or pays them with **our** agreement
- c) reasonable accountancy fees reasonably incurred under Insured event 4 Tax by the **appointed advisor** and agreed by **us** in advance
- d) **your employee’s** basic wages or salary under Insured event 9 Loss of earnings in the course of their employment with **you** while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal
- e) the professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **you** under Insured event 11 Crisis communication

occurrence date

- a) for a civil claim shall be the date of;
 - i) the event, or
 - ii) the first in a series of events that arise from the same original cause that leads to a claim
- b) for criminal cases shall be the date the **insured person** began, or is alleged to have begun, to commit an offence
- c) for HMRC enquiries and compliance disputes, shall be the date the **insured person** disagrees with the outcome of an HMRC Internal Review where the matter is appealable; or otherwise the date when the **insured person** receives notification of the enquiry, or when a non-compliance is raised by the HMRC
- d) for an appeal against the terms imposed by a Statutory Notice shall be the date **you** received the Statutory Notice
- e) for investigations or disciplinary hearings by a professional or regulatory body (other than as in f) below shall be the date the **insured person** is alleged to have committed a regulatory breach or act of misconduct
- f) for the **insured person’s** attendance at Public Childcare Proceedings or Public Law Childcare Proceedings shall be the date the **insured person** receives a request to attend the proceedings
- g) for an appeal against the decision of a licensing or registration authority shall be the date the **insured person** became aware of the relevant authority’s decision against which they wish to appeal
- h) for Crisis communication shall be the date of publication of material that could cause damage to **your business** reputation

reasonable prospects of success

- a) other than set out in b) and c) below, a greater than 50% chance of the **insured person** successfully pursuing or defending the claim and, if the **insured person** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained
- b) in criminal prosecution claims where the **insured person**
 - i) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
 - ii) pleads not guilty, a greater than 50% chance of that plea being accepted by the court
- c) in all claims involving an appeal, a greater than 50% chance of the **insured person** being successful

Where it has been determined that **reasonable prospects of success** as set out in a), b) and c) above do not exist, the **insured person** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome

small claims court

a court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the **territorial limits** where the cover under this section applies

Legal Expenses Section

territorial limits	the United Kingdom, Channel Islands and Isle of Man and shall extend to Europe , Norway and Switzerland for Insured events 6 Legal defence and 12 Contract and debt recovery
we/us/our	ARAG plc who is authorised under a binding authority agreement on behalf of the insurer .

What you are covered for:

Following an Insured event the **insurer** will pay **legal costs & expenses** (and compensation awards under Insured event 2 Employment compensation awards) up to the limit of indemnity specified in **your schedule** (£1,000,000 aggregate limit per annum under Insured event 2 Employment compensation awards) for all claims related by time or originating cause including the cost of appeals subject to all the following requirements being met.

- 1 The Insured event arises in connection with the **business** and occurs within the **territorial limits** with an **occurrence date** during the **period of insurance**.
- 2 The claim
 - a) always has **reasonable prospects of success** and
 - b) is reported to **us** as soon as the **insured** first becomes aware of circumstances which could give rise to a claim.
- 3 Unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
 - a) to be heard by the **small claims court** or an Employment Tribunal and/or
 - b) before proceedings have been or need to be issued.
- 4 Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body.

A claim is considered to be reported to **us** when **we** have received the **insured person's** fully completed claim form.

Insured events:

1 Employment

A dispute between **you** and **your employee**, ex-**employee**, or a prospective **employee**, arising from a breach or an alleged breach of their

- a) contract of service with **you** and/or
- b) related legal rights.

A claim can be made under the policy provided that all internal procedures as set out in the

- i) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- ii) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

What you are not covered for:

any claim relating to:

- 1 the pursuit of an action by **you** other than an appeal against the decision of a court or tribunal
- 2 **legal costs & expenses** for preparation and representation at an internal disciplinary hearing, grievance or appeal.

2 Employment compensation awards

Following a claim **we** have accepted under Insured event 1 Employment, the **insurer** will pay any

- a) basic and compensatory award
- b) Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Tribunal Fees Order 2013 awarded against **you** by a tribunal or
- c) an amount agreed by **us** in settlement of a dispute.

Provided that:

- a) **reasonable prospects of success** exist for a wholly successful defence throughout and
- b) compensation is agreed through mediation or conciliation or under a settlement approved by **us** in advance or awarded by a tribunal judgment after full argument unless given by default.

What you are not covered for:

compensation awards and settlements relating to:

- 1 trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements or trade union recognition
- 2 money due owed under a contract to an **employee** under a contract or a statutory provision relating thereto
- 3 civil claims or statutory rights relating to trustees of occupational pension schemes.

Legal Expenses Section

Insured events:

3 Employment restrictive covenants

- a) A dispute with **your employee** or ex-**employee** which arises from their breach of a restrictive covenant where **you** are seeking financial remedy or damages. Provided that the restrictive covenant
 - i) is designed to protect **your** legitimate **business** interests and
 - ii) is evidenced in writing and signed by **your employee** or ex-**employee** and
 - iii) extends no further than is reasonably necessary to protect the **business** interests and
 - iv) does not contain restrictions in excess of 12 months.
- b) A dispute with another party who alleges that **you** have breached their legal rights protected by a restrictive covenant.

4 Tax protection

- a) A formally notified enquiry into **your business** tax affairs, or into the personal tax affairs of **your** directors and/or partners.
- b) A dispute about **your** compliance with regulations relating to:
 - i) Value Added Tax, or
 - ii) Pay As You Earn, or
 - iii) Social Security, or
 - iv) National Insurance Contributions, or
 - v) IR35

following a compliance check by HM Revenue & Customs.

- c) An enquiry into **your** tax affairs, or into the personal tax affairs of **your** directors and/or partners, arising from an alleged discovery by HM Revenue & Customs.

Provided that:

- a) all returns are completed and have been submitted within the statutory timescales permitted
- b) **you** keep proper records in accordance with statutory requirements
- c) in respect of any appealable matter **you** have requested an Internal Review from HM Revenue & Customs where available.

What you are not covered for:

any claim relating to:

- 1 tax returns which result in HM Revenue & Customs imposing a penalty or which contain careless or deliberate misstatements
- 2 an investigation by the Fraud Investigation Service of HM Revenue & Customs
- 3 where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured person's** financial arrangements
- 4 any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- 5 **your** failure to register for VAT.

5 Property

A dispute relating to material property which **you** own or is **your** responsibility:

- a) following an event which causes **damage** to **your** material property
- b) following a public or private nuisance or trespass
- c) which **you** wish to recover or repossess from an **employee** or ex-**employee**.

What you are not covered for:

any claim relating to:

- 1 a contract between **you** and a third party except for a claim under 5 c)
- 2 goods in transit or goods lent or hired out
- 3 compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority
- 4 a dispute with any party other than the party who caused the **damage**, nuisance or trespass.

Legal Expenses Section

Insured events:

6 Legal defence

- a) A criminal investigation and/or enquiry by:
 - i) the police
 - ii) a health & safety authority or
 - iii) other body with the power to prosecutewhere it is suspected that an offence may have been committed that could lead to the **insured person** being prosecuted.
- b) An offence or alleged offence which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.
- c) A motor prosecution brought against **your** directors and/or partners that arises from the use of any vehicle for personal, social or domestic purposes or to commute to or from their place of work.

What you are not covered for:

any claim relating to a parking offence.

7 Compliance & regulation

- a) Receipt of a Statutory Notice that imposes terms against which **you** wish to appeal.
- b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.
- c) A civil action alleging wrongful arrest arising from an allegation of theft.
- d) A claim against **you** for compensation under Section 13 of the Data Protection Act 1998 including compensation awarded against **you** provided that **you** are registered with the Information Commissioner.
- e) Receipt of a request to attend Public Childcare Proceedings/Public Law Children Order proceedings (as a respondent or intervener) by a Local Authority or the NSPCC under the Children Act 1989 or Children (Northern Ireland) Order 1995: arising from care provided by an **insured person** to a child(ren) in the **insured person's** professional capacity as a childminder/childcare provider.

Note - Public Childcare Proceedings/Public Law Children Order proceedings are convened when it is considered that a child(ren) is suffering or is likely to suffer significant harm if they remain in the care of the primary care givers. Anyone included in the potential pool of perpetrators of alleged non-accidental injury could be asked to attend any/all of the following:

- i) a Case Management Hearing
- ii) a Further Case Management Hearing
- iii) a Fact Finding hearing
- iv) a Final Hearing.

The policy condition regarding Registration which is shown on page 22 shall be waived for the purpose of applying insurance under this Insured event.

What you are not covered for:

any claim relating to:

- 1 the pursuit of an action by **you** other than an appeal
- 2 a routine inspection by a regulatory authority
- 3 a Health and Safety Executive Fee for Intervention.

8 Statutory licence appeals

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew **your** compulsory registration.

9 Loss of earnings

The **insured person's** absence from work to attend court, tribunal, mediation, a professional body's disciplinary hearing or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service which results in loss of earnings.

What you are not covered for:

any sum which can be recovered from the court or tribunal.

Legal Expenses Section

Insured events:

10 Employees' extra protection

At **your** request

- a) where civil proceedings are issued against **your employee**:
 - i) for unlawful discrimination; or
 - ii) in their capacity as a trustee of a pension fund set up for the benefit of **your employees**;
- b) where an **insured person** or a member of their family suffers bodily injury or death as a result of a sudden event
- c) a claim arising from personal identity theft targeted at **your** directors and/or partners.

What you are not covered for:

any claim under Insured events 10a) or 10b) relating to:

- 1 defending **you**
- 2 a condition, illness or disease which develops gradually over time.

11 Crisis communication

Following an event which causes **your business** significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **your business**, we will

- a) liaise with **you** and **your** solicitor (whether the solicitor is an **appointed advisor** under this section, or acts on **your** behalf under any other section of this policy), to draft a media statement or press release and/or
- b) arrange, support and represent an **insured person** at a press conference and/or
- c) prepare communication for **your** customers and/or a telephone or website script or social media messaging provided that **you** have sought and followed advice from **our** Crisis communication helpline.

What you are not covered for:

any claim relating to:

- 1 **legal costs & expenses** in excess of £10,000.
- 2 matters that should be dealt with through **your** normal complaints procedures.

12 Contract & debt recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **you** or on **your** behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if **you** are claiming for an undisputed debt **you** have exhausted **your** normal credit control procedures.

What you are not covered for:

any claim relating to:

- 1 an amount which is less than £200
- 2 the letting, leasing or licensing of land or buildings where **you** act as the landlord
- 3 the sale or purchase of land or buildings
- 4 loans, mortgages, endowments, pensions or any other financial product
- 5 computer hardware, software, internet services or systems which
 - a) have been supplied by **you** or
 - b) have been tailored to **your** requirements
- 6 a breach or alleged breach of a professional duty by an **insured person**
- 7 the settlement payable under an insurance policy
- 8 a dispute relating to an **employee** or **ex-employee**
- 9 adjudication or arbitration.

Legal Expenses Section

What you are not covered for:

(The following apply to all Insured events under the Legal Expenses Section)

The **insured person** is not covered for any claim arising from or relating to:

1. **legal costs & expenses** or compensation awards incurred without **our** consent
2. any actual or alleged act, omission or dispute happening before, or existing at the start of cover under this section, and which the **insured person** knew or ought reasonably to have known could lead to a claim
3. an allegation against the **insured person** involving:
 - a) malicious falsehood or defamation (except in relation to Insured event 11 Crisis Communication)
 - b) the manufacture, dealing in or use of alcohol, illegal drugs, illegal immigration
 - c) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
4. defending a claim in respect of
 - a) damages for personal injury (other than injury to feelings in relation to Insured event 1 Employment), or
 - b) loss or **damage** to property owned by the **insured person**
5. patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Insured event 3 Employment restrictive covenants)
6. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners
7. franchise or agency agreements
8. a judicial review
9. a dispute with **us**, the **insurer**, Morton Michel or the party who arranged this cover not dealt with under Condition 6
10. The payment of fines, penalties or compensation awarded against the **insured person** (except as covered under Insured event 2 Employment compensation awards or 7d) or costs awarded against the **insured person** by a court of criminal jurisdiction.
11. The **insurer** will not cover a claim where the **insured person's** failure to notify **us** of within a reasonable time of the **occurrence date** adversely affects the **reasonable prospects of success** of the claim or **we** consider the **insurer's** position has been prejudiced.

Special Conditions Applying To This Section:

Where the **insurer's** risk is affected by the **insured person's** failure to keep to these conditions the **insurer** can cancel this section of the policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from the **insured person** if this happens.

1. The insured's responsibilities

An **insured person** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour
- b) cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- d) keep **legal costs & expenses** as low as possible
- e) allow the **insurer** at any time to take over and conduct in the **insured person's** name, any claim.

Legal Expenses Section

2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2.b) below the **insured person** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) If:
 - i) **we** agree to start proceedings or proceedings are issued against an **insured**, or
 - ii) there is a conflict of interestthe **insured person** may choose a qualified **appointed advisor** except where the **insured person's** claim is to be dealt with by the Employment Tribunal or **small claims court** where **we** shall always choose the **appointed advisor**.
- c) Where the **insured person** wishes to exercise the right to choose, the **insured person** must write to **us** with their preferred representative's contact details. Where the **insured person** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them including rates which may be lower than those available from other firms.)
- d) If the **insured person** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured person**, cover will end immediately.
- e) In respect of pursuing a claim under Insured event 12 Contract & debt recovery **you** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

3. Consent

- a) The **insured person** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured person's** claim. The **insured person** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- b) An **insured person** must have **your** agreement to claim under this policy.

4. Settlement

- a) The **insurer** can settle the claim by paying the reasonable value of the **insured person's** claim.
- b) The **insured person** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- c) If the **insured person** refuses to settle the claim following advice to do so from the **appointed advisor** the insurer reserves the right to refuse to pay further **legal costs & expenses**.

5. Barrister's opinion

We may require the **insured person** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured person**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured person** and **us**. This does not affect the **insured person's** right under Condition 6 below.

6. Arbitration

If any dispute between the **insured person** and **us** arises from this section, the **insured person** can make a complaint to **us** as described on Page 7 and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured person's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **insured person** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If we fail to agree on a suitable person to arbitrate the matter **we** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

7. Acts of parliament, statutory instruments and civil procedure rules

All legal instruments and rules referred to within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

Legal Expenses Section

How We Use Your Information

This is a summary of how **we** may collect, use, share and store personal information. To view **our** full privacy statement please see **our** website - www.arag.co.uk

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address and date of birth and if appropriate medical information. **We** will hold and process any such information in accordance with the General Data Protection Regulations. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

We may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this section of the policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

Group Contents Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

1 Damage occurring at the **premises** to the **property insured** described in the **schedule** occurring during the **period of insurance**.

2 Capital additions

- a) Newly acquired **Group contents** (and **tenant's improvements** where shown as insured in the **schedule**) anywhere within the **territorial limits** in so far as such property is not otherwise insured
- b) Alterations, additions and improvements to existing **Group contents** (and **tenant's improvements** where shown as insured in the **schedule**) at the **premises** but excluding any appreciation in value of such property during the **period of insurance**.

Provided that

- i) at any one location **our** liability shall not exceed £50,000 or 20% of the **Group contents** (and **tenant's improvements** where shown as insured in the **schedule**) sum insured, whichever is the lower
- ii) **you** will notify **us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **your** liability for such property
- iii) following such notification the provisions of this clause are fully reinstated.

3 Documents and computer system records stored away from premises

We will pay for **damage** to deeds and other documents, manuscripts, plans and writings of every description, books and computer system records belonging to **you** or for which **you** are responsible whilst stored

- a) in the home of any authorised **Group official**, or
- b) in a self-contained unit in a storage facility

anywhere within the **territorial limits**.

Provided that

- a) this cover does not apply to property in so far as it is otherwise insured
- b) **our** liability will not exceed £25,000 or 10% of the **Group contents** sum insured, whichever is the lower.

4 Debris removal costs

- a) The **property insured** extends to include costs and expenses necessarily incurred by **you** with **our** consent in
 - i) removing debris
 - ii) dismantling or demolishing
 - iii) shoring up or proppingof the portion or portions of the **property insured** which has been subject to **damage** but excluding any such costs or expenses incurred in respect of any item insuring **stock** or **specified stock**
- b) Where **stock** or **specified stock** is insured the insurance by this section includes costs and expenses necessarily incurred by **you** with **our** consent in removing debris of the portion or portions of such insured property which has suffered **damage** but **our** liability in respect of **damage** to **stock** or **specified stock** shall not be increased above the respective sum by the operation of this extension.

Provided that **we** will not be liable for any such costs or expenses

- i) incurred in removing debris except from the site of the **property insured** which has suffered **damage** and from the area immediately adjacent to such site
- ii) arising from **pollution or contamination** of property not insured by this section.

5 Exhibitions

Damage caused to **Group contents** whilst within the premises of any trade show or exhibition within **Europe** at which **you** are participating as an exhibitor, including whilst in transit thereto and therefrom but excluding theft or attempted theft of the **Group contents** from any **unattended vehicle**.

Our liability will not exceed £50,000 or 20% of the **Group contents** sum insured, whichever is the lower in any one **period of insurance**.

Group Contents Section

What you are covered for:

6 Protection equipment expenses

The cost of refilling fire extinguishing equipment and smoke cloaks used solely as a consequence of **damage** but **our** liability will not exceed the amount shown in the **schedule** in respect of the **Group contents** sum insured.

7 Landscaping costs

Costs and expenses incurred by **you** with **our** consent in repairing or reinstating **damage** to the landscaped gardens and grounds at the **premises**, caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that **you** are legally responsible for the repair or reinstatement of such **damage**.

Our liability will not exceed £25,000 or 20% of the **Group contents** sum insured, whichever is the lower in any one **period of insurance**.

8 Loss of metered gas and water

The cost of loss of metered gas and metered water for which **you** are legally responsible arising from **damage** at the **premises**.

Our liability will not exceed £25,000 or 20% of the **Group contents** sum insured, whichever is the lower in any one **period of insurance**.

9 Additional statutory costs

Within the sum insured **we** will pay reasonably and necessarily incurred additional costs involved in complying with statutory regulations or local authority requirements following **damage** to the **Group contents** (and **tenant's improvements** where shown as insured in the **schedule**)

Provided that **we** will not be liable under this cover for any such costs or expenses

- a) incurred following **damage to stock** or **specified stock**
- b) in respect of **damage** occurring prior to the inception of this section
- c) in respect of property entirely undamaged
- d) where notice to comply has been served upon **you** prior to the occurrence of **damage**
- e) for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**.

Our liability will not exceed £500,000 or 20% of the **Group contents** (and **tenant's improvements** where shown as insured in the **schedule**) sum insured, whichever is the lower.

10 Temporary removal

The **Group contents** (other than **stock**, documents and computer system records) are covered whilst temporarily removed from the **premises** for cleaning renovation repair or similar purposes and in transit thereto and therefrom anywhere within the **territorial limits** provided that

- a) **our** liability under this cover shall not exceed 10% of the sum insured on **Group contents** after deducting the value of any **stock** insured
- b) this cover does not apply to property in so far as it is otherwise insured.

11 Temporary removal - documents and computer systems records

We will pay for **damage** to the following whilst temporarily removed to premises not in **your** occupation but whilst remaining within the **territorial limits**:

- a) Deeds and other documents, manuscripts, plans and writings of every description and books
- b) Computer system records

provided that

- a) **our** liability under this cover shall not exceed 10% of the sum insured on **Group contents** after deducting the value of any **stock** insured
- b) this cover does not apply to property in so far as it is otherwise insured.

Group Contents Section

What you are covered for:

12 Theft damage to the premises

Damage to the **buildings** not owned by **you** or insured by this policy resulting from theft or any attempt thereat provided that **you** are legally responsible for the repair of such **damage**.

Our liability will not exceed £50,000 or 20% of the **Group contents** sum insured, whichever is the lower in respect of any one loss.

13 Theft of keys

The cost of replacing locks or keys to the **premises** or to any safe or strongroom therein resulting from loss of keys following their theft

- a) involving forcible or violent entry to the **premises** or the home of any authorised **Group official**
- b) involving assault or violence or threat thereof whilst such keys are in the personal custody of any authorised **Group official**.

Our liability will not exceed £2,500 in any one **period of insurance**.

14 Trace and access

In the event of **damage** at the **premises** resulting from the escape of water or oil from any fixed installation, **we** will pay for costs necessarily and reasonably incurred in

- a) locating the source of **damage** in order to effect repairs
- b) making good.

Our liability will not exceed £25,000 or 20% of the **Group contents** sum insured, whichever is the lower in any one **period of insurance**.

15 Unauthorised use of electricity, gas and water

The cost of loss of metered electricity, gas and water for which **you** are legally responsible arising from unauthorised use by persons taking possession of, keeping possession of or occupying the **premises** without **your** written consent.

Provided that

- a) **you** shall take all practicable steps to terminate such unauthorised use as soon as it is discovered
- b) **you** have advised **us** of such unauthorised use immediately on becoming aware of it
- c) **you** have complied with the General Condition headed 'Change in Risk'.

Our liability will not exceed £50,000 or 20% of the **Group contents** sum insured, whichever is the lower in any one **period of insurance**.

16 Drains, sewers and gutters

The **property insured** extends to include costs and expenses necessarily incurred by **you** with **our** consent for cleaning and/or clearing of drains, sewers and gutters in consequence of **damage** to the **property insured**.

Provided that **we** will not be liable for any such costs or expenses

- a) incurred in removing debris except from the site of the **property insured** which has suffered **damage** and from the area immediately adjacent to such site
- b) arising from **pollution or contamination** or property not insured by this section.

Our liability will not exceed £25,000 or 20% of the **Group contents** sum insured, whichever is the lower in any one **period of insurance**

17 Fire brigade charges

We will pay **you** the reasonable costs charged by any Public Authority relating to the extinguishing or fighting of fire.

Our liability will not exceed £50,000 or 20% of the **Group contents** sum insured, whichever is the lower in any one **period of insurance**

Group Contents Section

What you are covered for:

18 Continuing interest and hire charges

In the event of **damage** at the **premises** where **you** are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of property for which **you** are responsible and which is not otherwise insured **we** will pay such charges actually and reasonably incurred.

Our liability will not exceed £10,000 or 20% of the **Group contents** sum insured, whichever is the lower in any one **period of insurance**.

19 External CCTV equipment and security lighting

Damage to external CCTV equipment and security lighting at the **premises**, for which **you** are legally responsible, provided that such property is located and fixed in an inaccessible position.

Our liability will not exceed £1,000 in any one **period of insurance**.

20 Fixed outside equipment

Damage to fixtures (including fixed play equipment) in the open at the **premises**.

Our liability will not exceed £5,000 in any one **period of insurance**.

21 Groundsmen's machines etc in garden(s)

Damage to groundsmen's machines and equipment in the open at the **premises**.

Our liability will not exceed £1,000 in any one **period of insurance**.

22 Sanitary ware and underground service pipes or cables

The cost of reinstatement or repair for which **you** are legally liable following accidental damage to

a) fixed sanitary ware and fittings

b) underground service pipes or cables extending from the public mains to the **premises** or the **buildings**.

Our liability will not exceed £1,000 in any one **period of insurance**.

23 Seasonal increase

For the period 1st December to 31st December each year (both dates inclusive), the sum insured on **Group contents** is automatically increased by 10% or £2,500 whichever is the lower.

24 Sheds

a) the structure of any timber, plastic or metal sheds at the **premises** that are used for storage up to

i) £1,500 in the aggregate for timber or plastic sheds } or such other } amounts as

ii) £2,500 in the aggregate for metal sheds } stated in the

iii) maximum £2,500 in the aggregate overall } **schedule**

b) the contents of any timber, plastic or metal sheds at the **premises** up to

i) £1,500 in the aggregate in timber or plastic sheds } or such other } amounts as

ii) £2,500 in the aggregate in metal sheds } stated in the

iii) maximum £2,500 in the aggregate overall } **schedule**

subject to the adequacy of the sum insured.

Group Contents Section

What you are covered for:

25 Glass

Damage to fixed glass, lamps, signs and name plates at the **premises** not owned by **you** or insured by this policy including necessarily incurred additional costs involved in

- a) boarding up or temporary glazing pending replacement of broken glass
- b) removing and refixing window fittings and other obstacles to replacement.

Provided that

- a) **you** are legally responsible for the repair of such **damage**
- b) **our** liability will not exceed £25,000 or 20% of the **Group Contents** sum insured, whichever is the lower.

Maximum amount payable

The most **we** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this section as shown in the **schedule**.

Inflation Protection

The sum insured stated in the **schedule** for **property insured** (other than **stock** or **specified stock** or other items stated as being insured on an alternative basis) will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted sums insured.

Group Contents Section

Basis of claims settlement

In the event of **damage** to **property insured** by this section the basis upon which the amount payable will be calculated shall be:

- a) **stock** and **specified stock** - the cost price of replacing the goods at the time of the **damage**
- b) deeds, documents and business books - their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **you** of the information contained therein
- c) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records provided that **we** will not pay for the value to **you** of the information contained therein or for any expense in connection with the production of information to be recorded therein
- d) patterns, models, moulds, plans and designs - the value of the materials only together with the cost of labour expended in reinstatement of such property
- e) all other **property insured** including **Group contents** and **tenant's improvements** – the reinstatement of the property lost, destroyed or damaged.

For this purpose 'reinstatement' means:

- a) the rebuilding or replacement of property lost or destroyed which, provided that **our** liability is not increased, may be carried out:
 - i) in any manner suitable to **your** requirements
 - ii) upon another site
- 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.

Provided that

- i) If at the time of **damage** the sum insured on the **property insured** is less than the cost of reinstatement then **you** will be considered as being **your** own insurer for the difference and shall bear a proportionate share of the loss.
- ii) **Our** liability for the repair or restoration of property which is only partially damaged will not exceed the amount which would have been payable had the property been wholly destroyed.
- iii) No payment beyond the amount which would have been payable in the absence of this Basis of claims settlement shall be made:
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement has actually been incurred
 - c) if at the time of **damage** the **property insured** is insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement.
- iv) Where for any reason no payment is to be made on the basis of repair or reinstatement as new (liability being otherwise admitted) then **our** liability will be arrived at as if this basis of claims settlement had not been incorporated herein and the basis of claims settlement shall then be deemed to read -
following **damage** and subject to the adequacy of the sum insured and the limit of liability **we** will pay the value of the **property insured** at the time of the **damage**, or the amount of such **damage** as the case may be, after due allowance for wear, tear or depreciation or at **our** option replace, reinstate or repair the lost, destroyed or damaged property.

Group Contents Section

Additional Clauses

1) Architects' and Surveyors' Fees

Within the overall limit of the sum insured on **property insured** (excluding **stock** and **specified stock**) **we** will pay the cost of architects', surveyors', consulting engineers', legal and other fees necessarily and reasonably incurred with **our** consent in the reinstatement or repair of the property following **damage** but excluding fees charged for the preparation of any claim.

2) Contract Price

In respect of goods sold but not delivered for which **you** are legally responsible and where the sale contract is cancelled by reason of **damage** then **our** liability shall be based on the contract price. For the purpose of the General Condition headed 'Underinsurance' the sum insured shall be calculated on the same basis.

3) Interested Parties

Any act or omission by the leaseholder, lessee, mortgagor or **you** or by any tenant occupying or using the **buildings** which increases the possibility of **damage** shall not prejudice the insured interest of the freeholder, lessor or mortgagee provided that

- a) such act or omission is entirely without the authority of the freeholder, lessor or mortgagee
- b) as soon as the freeholder, lessor or mortgagee becomes aware of any such act or omission they shall give immediate written notice to **us** and pay any additional premium required.

4) Designation

For the purpose of determining where necessary the item against which any property is insured **we** agree to accept the designation under which such property has been entered in **your** books.

5) Extensions

Except where specifically insured the contents of

- a) outbuildings, annexes, tanks, bunds, gangways and conveniences
 - b) extensions adjoining or communicating with main buildings described herein
- are deemed to be insured under the respective item applying to the main buildings.

6) Non-invalidity

The insurance by this section, other than in respect of **damage** by theft or any attempt thereat, shall not be invalidated by any act or omission or by any alteration unknown to **you** and beyond **your** control whereby the risk of **damage** is increased provided that as soon as **you** become aware of any such act or omission or alteration **you** shall give immediate written notice to **us** and pay any additional premium required.

7) Subrogation Waiver

In the event of a claim arising under this section **we** agree to waive any rights remedies or relief to which **we** may become entitled by subrogation against

- a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **you** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **damage**
- b) any company which is a Subsidiary of a Parent Company of which **you** are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **damage**.

8) Unoccupied Buildings

Notice is to be given to **us** when any **buildings** or portions thereof become empty, vacant or no longer used by any person authorised by **you** or when any such **buildings** or portions thereof are again used by any person authorised by **you** and pay any additional premium required.

Group Contents Section

Additional Clauses

9) Workmen

Workmen are allowed to work in or on the **buildings** for the purposes of effecting any repairs, additions, alterations or decorations without prejudice to this insurance.

10) 72 Hours Clause

Damage occurring within 72 consecutive hours of and arising from storm or flood is deemed to be one claim. **You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this section provided that such **damage** occurred prior to expiry of the **period of insurance**.

Group Contents Section

What you are not covered for:

- 1 water (other than loss of metered water as described in this section), air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
- 2 animals and growing crops
- 3 jewellery, precious stones, bullion, furs, fine art, curiosities, relics
- 4 overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **premises** for which **you** are responsible
- 5 vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
- 6 property or structures in course of demolition, construction or erection and materials, equipment or supplies in connection therewith
- 7 moveable property in the open, signs, fences, gates, vegetation, lawns and shrubs in respect of loss, destruction or damage caused by wind, rain, hail, sleet, snow, flood, dust or falling trees other than as provided for under What you are covered for 21 - Groundsmen's machines etc in garden(s)
- 8 property from a garden, yard, open space or any open fronted or open sided building therein by theft or any attempt thereat or malicious damage other than as provided for under What you are covered for 19 - External CCTV equipment and security lighting and 20 - Fixed outside equipment
- 9 explosives and contraband
- 10 property insured at any **premises** that are **unoccupied** unless agreed by **us**
- 11 loss, destruction or damage to property stored in any outbuilding or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
- 12 loss, destruction or damage to any electrical machine or apparatus or component thereof occasioned by its own overrunning, excessive pressure, short-circuiting or self-heating not resulting in fire
- 13 explosion
 - a) caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control
 - b) in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **you** or under **your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
- 14 theft unless
 - a) involving forcible and violent entry to or exit from
 - i) a **building**
 - ii) the part or parts of a building at any other premises temporarily occupied by **you**
 - b) involving assault or violence or threat thereof to **you** or any of **your employees**
 - c) as provided for under What you are covered for 19 - External CCTV equipment and security lighting and 20 - Fixed outside equipment

Group Contents Section

What you are not covered for:

- 15 loss, destruction or damage arising solely from a change in the water table level (*i.e. the level below which the ground is saturated with water*)
- 16 loss, destruction or damage by falling trees caused by felling or lopping carried out by **you** or on **your** behalf
- 17 loss, destruction or damage caused by subsidence, ground heave or landslip
- 18 loss, destruction or damage caused by or arising from or consisting of
 - a) wear, tear or depreciation or diminution in value
 - b) collapse or cracking of **buildings**
 - c) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - d) faulty or defective workmanship operational error or omission by **you** or any of **your employees**
 - e) marring, scratching, denting or mechanical or electrical defect, failure, breakdown or derangement
 - f) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - g) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - h) use of any article contrary to manufacturers' instructions
 - i) change in temperature, colour, flavour, or finish
- 19 malicious damage caused by any tenant or lessee
- 20 losses not directly associated with the incident that caused **you** to claim
- 21 loss, destruction or damage caused by other authorised users of the **premises**
- 22 loss, destruction or damage occurring outside **business hours** unless the **Group contents** and **specified stock** are stored in a securely locked hall, room or cupboard at the **premises** or at any other premises temporarily occupied by **you**
- 23 an **excess** of £250 in respect of accidental damage to sanitary ware, underground pipes and cables
- 24 an **excess** of £100 in respect of any other claim.

Special Condition

In the event of a claim under this section, **we** may impose an **excess** during the term of any **period of insurance** until any required risk improvements have been implemented.

Group Contents anywhere in the United Kingdom Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

We will pay for **damage** to unspecified **Group contents** or any other **property insured** described in the **schedule** whilst temporarily removed from the **premises** and in transit thereto and therefrom occurring within the **territorial limits**.

Maximum amount payable

The most **we** will pay in respect of any one occurrence will not exceed

- a) the amounts shown in the **schedule**
- b) £500 in respect of any one single item and set of **computer equipment** and **communication and photographic equipment** unless otherwise specified in the **schedule**
- c) £1,000 in respect of **computer equipment** and **communication and photographic equipment** unless otherwise specified in the **schedule**.

Basis of claims settlement

In the event of **damage** to **property insured** by this section and subject to the adequacy of the sums insured and to the maximum amount payable, **we** will pay the cost of repairing or replacing the property equal to its condition when new.

Provided that

- a) this is carried out without delay and in the most economical manner
- b) when property is partially lost, destroyed or damaged **our** liability shall not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
- c) until replacement has been carried out no payment shall be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation.

What you are not covered for:

- 1 loss, destruction or damage caused by or consisting of
 - a) wear, tear or depreciation or diminution in value
 - b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - c) faulty or defective workmanship, operational error or omission on the part of **you** or any of **your employees**
 - d) marring, scratching, denting, mechanical or electrical defect, failure, breakdown or derangement
 - e) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - g) use of any article contrary to manufacturers' instructions
 - h) storm or flood unless the property is contained in an enclosed vehicle or in a building
 - i) change in temperature, colour, flavour, texture or finish
- 2 loss, destruction or damage by theft or attempted theft from any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
- 3 loss, destruction or damage by theft or attempted theft from any **unattended vehicle**
 - a) unless
 - i) all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation and
 - ii) any **property insured** by this section is secured within either
 - a. the closed glove compartment of the **vehicle** or
 - b. the locked boot of a saloon car or
 - c. the luggage space at the rear of an estate car or hatchback under the top cover and out of view or
 - d. the enclosed storage compartment of a van of a fully enclosed and rigid type
 - b) **overnight** or after the completion of any **working day of the driver**
- 4 breakage of brittle articles unless forming part of photographic equipment
- 5 losses not directly associated with the incident that caused **you** to claim
- 6 an **excess** of £100.

Group Money Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

1 We will pay for physical loss of money as described below occurring within the territorial limits.

The most **we** will pay will not exceed the limits stated below in respect of any one occurrence.

Item	Description	Limit
1a)	loss of non-negotiable money	£25,000
1b)	loss of money other than non-negotiable money :	
	(i) in transit in the personal custody of any Group official or in a bank night safe	£1,000
	(ii) on the premises during business hours	£1,000
	(iii) on the premises out of business hours contained in locked safe(s)	£1,000
	(iv) on the premises out of business hours not contained in locked safe(s)	£100
	(v) in the home of any Group official .	£500

2 Safes

We will pay for the cost of repair or replacement, following theft or attempted theft occurring within the **territorial limits**, of any

- a) safe
- b) postal franking machine
- c) security case, bag or waistcoat used to carry **money**.

Our liability will not exceed £1,000 in any one **period of insurance**.

3 Credit Cards

We will pay for any amount for which **you** become liable under the terms of issue of any bank charge credit debit or cash card issued and used only in connection with the **business** following fraudulent use by any unauthorised person within the **territorial limits**

Provided that **you** report the loss to the issuing company immediately and to the Police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card.

Our liability will not exceed £1,000 in any one **period of insurance**.

What you are not covered for:

- 1 clerical or accounting errors or shortages due to error or omission
- 2 any loss due to the fraud or dishonesty of any **Group official** unless the loss is discovered within seven working days of the date of its occurrence
- 3 loss caused by dishonoured cheques or by the use of counterfeit **money**
- 4 loss from any **unattended vehicle**
- 5 loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured and stated in the **schedule**
- 6 loss, destruction or damage caused by theft or attempted theft occurring outside **business hours** from any till or cash register unless its drawer has been left in an open position
- 7 losses not directly associated with the incident that caused **you** to claim.

Group Money Section

Special Conditions

It is a condition precedent to **our** liability that

- a) a true and complete account shall be kept of all **money** in transit and on the **premises** and such record shall be deposited in a secure place other than in any safe containing the **money**
- b) during **business hours** any safe shall be kept locked other than when **money** or other property is being placed in or removed from the safe and the keys kept in **your** personal custody or in the personal custody of any other authorised **Group official**
- c) outside **business hours** any safe shall be kept locked and its keys removed from the **premises**
- d) whenever **money** in transit exceeds £2,500 at any one time
 - i) it will be accompanied by not less than two responsible adult **Group officials**
 - ii) not more than £2,500 will be carried by any one **Group official**
- e) whenever **money** on the **premises** during **business hours** exceeds £500 it must be kept in a locked safe or locked desk or locked filing cabinet.

Special extension - Personal Assault

What you are covered for:

- 1 **We** will pay as compensation to **you** or **your** legal personal representative the relevant amount stated below if in the course of the **business** a **Group official** aged between 16 and 75 years sustains accidental **bodily injury** consequent upon robbery or hold up or any attempt thereat occurring within the **territorial limits** and such **bodily injury** directly and independently of any other cause results within twelve months in death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement**.

Results	Compensation
Death	£20,000
Loss of limb	£20,000
Loss of sight	£20,000
Permanent total disablement	£20,000
Temporary total disablement	£100 per week

2 **Personal effects**

We will pay for **damage to personal effects** of a **Group official** aged between 16 and 75 years arising in connection with the **business** as a direct result of robbery or hold up or any attempt thereat for an amount not exceeding £250 in respect of any one **Group official**.

What you are not covered for:

Death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement** caused by a **Group official** being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction.

Group Money Section

Special Conditions

1. Compensation shall not be payable for more than one of the following: death, **loss of limb, loss of sight, permanent total disablement**, in respect of any one **Group official**.
2. Compensation shall not be payable for **temporary total disablement**
 - a) until the end of the period of disablement but **we** will on request make interim payments at intervals of not less than four weeks
 - b) for more than 104 weeks from the date of sustaining injury in respect of any one **bodily injury**.
3. The total amount payable as compensation for **temporary total disablement** shall be deducted from any subsequent compensation payment for death, **loss of limb, loss of sight, permanent total disablement** that follows from the same cause.
4. A **Group official** shall as often as required submit to a medical examination on **our** behalf at **our** expense and in the case of death **we** shall be entitled to have a post mortem examination at **our** expense.

Group Officials' Personal Effects Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

We will pay **you** on behalf of any **Group official** in respect of **damage** to the **Group officials' personal effects** occurring on the **premises** during **business hours**.

Maximum amount payable

The most **we** will pay in respect of any one occurrence will not exceed £1,000 any one **Group official**.

Basis of claims settlement

Following **damage** insured by this section and subject to the maximum amount payable **we** will pay the cost of repair or replacement of the property at the time of the **damage** after due allowance for wear, tear or depreciation.

What you are not covered for

- 1 an **excess** of £50
- 2 property more specifically insured
- 3 wear, tear or depreciation or diminution in value
- 4 inherent vice, latent defect, faulty workmanship, defective design, plan or specification or the use of faulty materials
- 5 atmospheric or climatic conditions or any other gradually operating cause, rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
- 6 any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, alteration or maintenance of any property
- 7 use of any article contrary to manufacturers' instructions.

Group Officials' Personal Money Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

We will pay **you** on behalf of any **Group official** in respect of physical loss of **Group officials' personal money** occurring at the **premises** during **business hours**.

Maximum Amount Payable

The most **we** will pay in respect of any one occurrence will not exceed £300 any one **Group official**.

What you are not covered for

- 1 any loss due to the fraud or dishonesty of any **Group official**
- 2 clerical or accounting errors or shortages due to error or omission
- 3 loss caused by dishonoured cheques or by the use of counterfeit **money**
- 4 losses not directly associated with the incident that caused **you** to claim
- 5 any amount recoverable under any other policy of insurance.

Deterioration of Refrigerated Stock Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

We will pay for **damage** to refrigerated **stock** at the **premises** contained in any **refrigeration unit**, caused by deterioration or putrefaction due to

- 1 a rise or fall in temperature in the refrigerated chamber of any such unit resulting from
 - a) breakdown of or accidental damage to its refrigerating plant or associated thermostatic or other control devices
 - b) failure of the public electricity supply unless due to a deliberate act of the public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply
- 2 contamination by the escape of refrigerant fumes.

Maximum amount payable

The most **we** will pay in respect of any one occurrence will not exceed the sum insured stated against each item in the **schedule**.

Basis of claims settlement

Following **damage** insured by this section and subject to the adequacy of the sums insured and to the maximum amount payable **we** will pay the cost price of replacing the goods at the time of the **damage**.

What you are not covered for:

We will not be liable under this section for

- 1 refrigerated **stock** contained in any **refrigeration unit** which is more than ten years old at the commencement of any **period of insurance**
- 2 losses not directly associated with the incident that caused **you** to claim
- 3 an **excess** of £25.

Special Condition

It is a condition precedent to **our** liability that during the currency of this policy there shall be in force a manufacturer's guarantee or a maintenance contract applicable to any **refrigeration unit** which does not have hermetically sealed motors and compressors.

Buildings Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

1 Damage to the buildings occurring during the period of insurance.

2 Capital additions

- a) Newly acquired and/or newly erected **buildings** anywhere within the **territorial limits** in so far as such property is not otherwise insured
- b) Alterations, additions and improvements to existing **buildings** but excluding any appreciation in value of such property during the **period of insurance**.

Provided that

- i) at any one location **our** liability shall not exceed £250,000 or 10% of the **buildings** sum insured, whichever is the lower
- ii) **you** will notify **us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **your** liability for such property
- iii) following such notification the provisions of this clause are fully reinstated.

3 Contract works

The insurance by this section extends to cover **damage** to **contract works** in the joint names of **you** and the contractor carrying out the **contract works**, as advised in writing to Morton Michel.

Provided that

- a) such joint insurance shall apply for the period of the contract only
- b) **our** liability shall not exceed the value of the **contract works** at the time of any **damage**, or £100,000 whichever is the lower
- c) this cover does not apply to **contract works** that are otherwise insured.

We will not pay for loss, destruction or damage caused by:

- (i) theft or any attempt thereat
- (ii) malicious persons
- (iii) water discharged from any automatic sprinkler installation
- (iv) escape of oil
- (v) falling trees or branches
- (vi) accidental damage.

4 Debris removal costs

The **property insured** extends to include costs and expenses necessarily incurred by **you** with **our** consent in

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

of the portion or portions of the **buildings** which has been subject to **damage**.

Provided that **we** will not be liable for any such costs or expenses

- i) incurred in removing debris except from the site of the **buildings** which has suffered **damage** and from the area immediately adjacent to such site
- ii) arising from **pollution or contamination** of property not insured by this section.

5 Theft of fixed fabric of the building

Theft of the fixed fabric of the **building**, including fixed external CCTV equipment and security lighting.

Our liability will not exceed £50,000 or 20% of the **buildings** sum insured, whichever is the lower in any one **period of insurance**.

Buildings Section

What you are covered for:

6 Additional statutory costs

Within the **buildings** sum insured **we** will pay reasonably and necessarily incurred additional costs involved in complying with statutory regulations or local authority requirements following **damage** to the **buildings**.

Provided that **we** will not be liable under this cover for any such costs or expenses

- a) in respect of **damage** occurring prior to the inception of this section
- b) in respect of property entirely undamaged
- c) where notice to comply has been served upon **you** prior to the occurrence of **damage**
- d) for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**.

Our liability will not exceed £500,000 or 10% of the **buildings** sum insured, whichever is the lower in any one **period of insurance**.

7 Additional costs of construction – energy efficiency

Within the **buildings** sum insured **we** will pay for the additional costs of reinstatement following **damage** to the **buildings** arising solely from the necessity to comply with the application of the EC Directive on Energy Performance on Buildings 2002/91 (as enacted in applicable national law).

Provided that **we** will not be liable under this cover for any such costs or expenses

- a) in respect of **damage** occurring prior to the inception of this section
- b) for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**
- c) in respect of property entirely undamaged.

Our liability will not exceed £100,000 or 10% of the **buildings** sum insured, whichever is the lower.

8 Trace and access

In the event of **damage** to the **buildings** resulting from the escape of water or oil from any fixed installation, **we** will pay for costs necessarily and reasonably incurred in

- a) locating the source of **damage** in order to effect repairs
- b) making good.

Our liability will not exceed £25,000 or 20% of the **buildings** sum insured, whichever is the lower in any one **period of insurance**.

9 Drains, sewers and gutters

The insurance on **buildings** extends to include costs and expenses necessarily incurred by **you** with **our** consent for cleaning and/or clearing of drains, sewers and gutters in consequence of **damage** to the **buildings**.

Provided that **we** will not be liable for any such costs or expenses

- a) incurred in removing debris except from the site of the **buildings** which has suffered **damage** and from the area immediately adjacent to such site
- b) arising from **pollution or contamination** or property not insured by this section.

Our liability will not exceed £25,000 or 20% of the **buildings** sum insured, whichever is the lower in any one **period of insurance**.

10 Fire brigade charges

We will pay **you** the reasonable costs charged by any Public Authority relating to the extinguishing or fighting of fire.

11 Further investigation costs

Where **you** have suffered **damage** to any **building** and in the opinion of a competent construction professional there is a reasonable possibility of other **damage** to a portion of the same **building** which is not immediately apparent **we** will pay the reasonable costs incurred by **you** with **our** prior consent in establishing whether or not such **damage** has occurred.

We will also pay the reasonable costs incurred by **you** with **our** prior consent in establishing whether or not **buildings** in the immediate vicinity have suffered **damage** in the same incident but only if such **buildings** are subsequently found to have suffered such **damage** for which **we** are liable under this section.

Our liability will not exceed £5,000 in any one **period of insurance**.

Buildings Section

What you are covered for:

12 Sanitary ware and underground service pipes or cables

The cost of reinstatement or repair following accidental damage to

- a) fixed sanitary ware and fittings
- b) underground service pipes or cables extending from the public mains to the **buildings**.

Our liability will not exceed £2,500 in any one **period of insurance**.

13 Landscaping costs

Costs and expenses incurred by **you** with **our** consent in repairing or reinstating **damage** to the landscaped gardens and grounds at the **premises**, caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that **you** are legally responsible for the repair or reinstatement of such **damage**.

Our liability will not exceed £25,000 or 20% of the **buildings** sum insured, whichever is the lower in any one **period of insurance**.

Maximum amount payable

The most **we** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this section as shown in the **schedule**.

Inflation Protection

The sums insured stated in the **schedule** for **buildings** will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted sums insured.

Buildings Section

Basis of claims settlement

In the event of **damage** to **property insured** by this section the basis upon which the amount payable will be calculated shall be:

- a) rent - the loss of rent payable to **you** or payable by **you**, as described in the **schedule**, whilst necessary reinstatement or repairs are carried out following **damage** to the **buildings** which makes them uninhabitable, subject to a maximum term as stated in the **schedule**

- b) **buildings** – the reinstatement of the property lost, destroyed or damaged.

For this purpose 'reinstatement' means:

- a) the rebuilding or replacement of property lost or destroyed which, provided that **our** liability is not increased, may be carried out:
 - i) in any manner suitable to **your** requirements
 - ii) upon another site
- 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.

Provided that

- i) If at the time of **damage** the sum insured on **buildings** is less than the cost of reinstatement then **you** will be considered as being **your** own insurer for the difference and shall bear a proportionate share of the loss.
- ii) **Our** liability for the repair or restoration of property which is only partially damaged will not exceed the amount which would have been payable had the property been wholly destroyed.
- iii) No payment beyond the amount which would have been payable in the absence of this Basis of claims settlement shall be made:
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement has actually been incurred
 - c) If at the time of **damage** the **property insured** is insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement.
- iv) Where for any reason no payment is to be made on the basis of repair or reinstatement as new (liability being otherwise admitted) then **our** liability will be arrived at as if this basis of claims settlement had not been incorporated herein and the basis of claims settlement shall then be deemed to read -
following **damage** and subject to the adequacy of the sum insured and the limit of liability **we** will pay the value of the **buildings** at the time of the **damage**, or the amount of such **damage** as the case may be, after due allowance for wear, tear or depreciation or at **our** option replace, reinstate or repair the lost, destroyed or damaged property.

Buildings Section

Additional Clauses

1) Architects' and Surveyors' Fees

Within the overall limit of the sum insured on **buildings** **we** will pay the cost of architects', surveyors', consulting engineers', legal and other fees necessarily and reasonably incurred with **our** consent in the reinstatement or repair of the property following **damage** but excluding fees charged for the preparation of any claim.

2) Contracting Purchaser

If **you** contract to sell the **buildings** the purchaser will be entitled to the benefit provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **buildings** are not otherwise insured.

3) Designation

For the purpose of determining where necessary the item against which any property is insured **we** agree to accept the designation under which such property has been entered in **your** books.

4) Non-invalidity

The insurance by this section, other than in respect of **damage** by theft or any attempt thereat, shall not be invalidated by any act or omission or by any alteration unknown to **you** and beyond **your** control whereby the risk of **damage** is increased provided that as soon as **you** become aware of any such act or omission or alteration **you** shall give immediate written notice to **us** and pay any additional premium required.

5) Subrogation Waiver

In the event of a claim arising under this section **we** agree to waive any rights remedies or relief to which **we** may become entitled by subrogation against

- a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **you** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **damage**
- b) any company which is a Subsidiary of a Parent Company of which **you** are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **damage**.

6) Unoccupied Buildings

Notice is to be given to **us** when any **buildings** or portions thereof become empty, vacant or no longer used by any person authorised by **you** or when any such **buildings** or portions thereof are again used by any person authorised by **you** and **you** shall pay any additional premium required.

7) Workmen

Workmen are allowed to work in or on the **buildings** for the purposes of effecting any repairs, additions, alterations or decorations without prejudice to this insurance.

8) 72 Hours Clause

Damage occurring within 72 consecutive hours of and arising from storm or flood is deemed to be one claim. **You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this section provided that such **damage** occurred prior to expiry of the **period of insurance**.

Buildings Section

What you are not covered for:

- 1 water, air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
- 2 overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **premises** for which **you** are responsible
- 3 property or structures in course of demolition, construction or erection and materials, equipment or supplies in connection therewith other than as provided for under What you are covered for 3 - Contract works or Additional clause 7 - Workmen
- 4 moveable property in the open (other than **contract works**), fences and gates, vegetation, lawns and shrubs in respect of **damage** caused by wind, rain, hail, sleet, snow, flood, dust or falling trees
- 5 **buildings** that are **unoccupied** unless agreed by **us**
- 6 **damage** to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
- 7 explosion
 - a) caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control
 - b) in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **you** or under **your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
- 8 theft unless
 - a) involving forcible and violent entry to or exit from a **building**
 - b) involving assault or violence or threat thereof to **you** or any of **your employees**
 - c) as provided for under What you are covered for 5 - Theft of fixed fabric of the building
- 9 loss, destruction or damage arising solely from a change in the water table level (*i.e. the level below which the ground is saturated with water*)
- 10 loss, destruction or damage by falling trees caused by felling or lopping carried out by **you** or on **your** behalf
- 11 loss, destruction or damage caused by subsidence, ground heave or landslip
- 12 **damage** caused by or arising from or consisting of
 - a) wear, tear or depreciation or diminution in value
 - b) collapse or cracking of **buildings**
 - c) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - d) faulty or defective workmanship operational error or omission by **you** or any of **your employees**
 - e) marring, scratching, denting or mechanical or electrical defect, failure, breakdown or derangement
 - f) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - g) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - h) use of any article contrary to manufacturers' instructions
 - i) change in temperature colour flavour or finish
- 13 malicious **damage** caused by any tenant or lessee
- 14 losses not directly associated with the incident that caused **you** to claim
- 15 any loss, destruction or damage insured by the Group Contents Section
- 16 an **excess** of £250 in respect of accidental damage to sanitary ware, underground pipes and cables
- 17 an **excess** of £200 in respect of any other claim.

Terrorism Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

Definitions

For the purpose of this Terrorism section the following definitions will apply:

act of terrorism

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

Terrorism – Property Damage

This sub-section applies to the **property insured** as described, defined and specified as insured in the **general cover** provided by this policy, other than any insurance in respect of loss of rent or cost of alternative accommodation which will be deemed to be insured by the Terrorism – Business Interruption sub-section of this section.

Terrorism – Business Interruption

This sub-section applies to loss of **gross revenue**, **gross rent receivable**, income or rent, cost of alternative accommodation or increase in cost of working or other such items of loss (other than **book debts**) resulting from interruption or interference as described, defined and specified as insured in the **general cover** provided by this policy provided that at the time of the happening of the **damage** that causes the interruption or interference:

- a) there is in force an insurance provided by **us** covering **your** interest in the property that suffers such **damage** and
- b) payment will have been made or liability admitted therefor under such insurance or that payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Terrorism – Book Debts

This sub-section applies to **outstanding debit balances** as described, defined and specified as insured in the **general cover**.

What you are covered for:

We will indemnify **you** in respect of **damage** to **property insured** within **Great Britain** or **consequential loss** arising from an **act of terrorism**.

Cover is applicable to the **general cover** in respect of which there is an operative sub-section in the **schedule**.

What you are not covered for:

We will not be liable under this section in respect of

1. **damage** or **consequential loss** directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
 - a) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
2. **damage** or **consequential loss** caused by contributed to by or arising from or occasioned by or resulting from:
 - a) **damage** to any **computer system** or
 - b) any alteration, modification, distortion, erasure or corruption of **data**in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**. This exclusion shall not apply in respect of:
 - i) **damage** which itself results directly (or, solely as regards to (ii) c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, **damage** to or movement of buildings or structures, plant or machinery other than any **computer system**; and

Terrorism Section

- ii) comprises:
 - a) the cost of reinstatement, replacement or repair in respect of **damage** to **your** Property; or
 - b) **consequential loss** as a direct result of **damage** to **your** Property or as a direct result of denial, prevention or hindrance of access to or use of the **premises** by reason of an **act of terrorism** causing **damage** to other Property within one mile of the **premises** to which access is affected; or
 - c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **damage** to **your** Property and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

and

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

The meaning of Property for the purposes of this exclusion shall exclude:

- a) 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**.

Notwithstanding the exclusion of **data** we will pay **consequential loss**:

- a) directly resulting from **damage** to Property to the extent that such **damage** within the meaning of sub-paragraph 2.
 - (ii) directly results from any alteration, modification, distortion, erasure or corruption of **data**
- b) as a result of an occurrence of one or more of the events referred to in sub-paragraph 2. (i) results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data**

In no other circumstances 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 covered by this section.

3. In respect of:

- a) 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**
- b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
 - Other than:
 - i) flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as their own private residence
 - ii) properties which comprise mixed residential and commercial use provided the commercial element exceeds 20%
- c) bankers blanket bond
- d) any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy other than the Goods in Transit section where shown as insured in **your schedule**
- e) any other type of property which is specifically excluded elsewhere in this policy.

Special Conditions

1. This section is concurrent and conjunctive with and dependent upon the **general cover** provided by this policy.
2. This section is not subject to any of the General Exclusions of this policy other than those stated in 'What you are not covered for' of this section.
3. This section is subject to all the other terms, sums insured, limits of liability, definitions, provisions, bases of claims settlement and conditions which apply to the **general cover** provided by this policy (including but without limitation any **excess** to be borne by **you**) except as expressly varied hereby.
4. In any action, suit or other proceedings where **we** allege that any **damage** or **consequential loss** is not covered by this section the burden of proving that such **damage** or **consequential loss** is covered shall be upon **you**.
5. This section is not subject to the Reinstatement of sum insured General Condition, nor to any Inflation Protection or to any Long Term Agreement or Undertaking which may apply to the **general cover** provided by this policy.
6. This section is to be lapsed or cancelled simultaneously with any lapse or cancellation of the **general cover** provided by this policy.

Loss of Revenue Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

- 1 The amount of loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of any **damage** occurring at the **premises** to any **property insured** or to any other property used by **you** at the **premises** for the purposes of the **business**.

Provided that at the time of the **damage** an insurance is in force covering the property at the **premises** against such **damage** and that payment has been made or liability admitted under such insurance for the **damage** or that payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

2 Prevention of Access

Interruption of or interference with the **business** in consequence of **damage** to property within 1 kilometre of the **premises** which prevents or hinders the use of or prevents access to the **premises** but excluding **damage** to property of any public utility from which **you** obtain supplies or services.

Our liability will not exceed £50,000 in any one **period of insurance**.

3 Public Utilities

- a) Interruption of or interference with the **business** in consequence of **damage** to property at any
- i) generating station or sub-station of the public electricity supplier
 - ii) land based premises of the public gas supplier or of any natural gas producer linked directly with them
 - iii) land based premises of the public telecommunications supplier or internet service provider
 - iv) waterworks or pumping station of the public water supplier
- within the **territorial limits** from which **you** obtain electricity, gas or water supplies or telecommunication services
- b) accidental failure of the public supply of
- i) electricity at the terminal ends of the supply undertaking's service feeders at the **premises**
 - ii) gas at the supply undertaking's meters at the **premises**
 - iii) water at the supply undertaking's main stop cock serving the **premises**
 - iv) telecommunications services at the incoming line terminals or receivers at the **premises**

In respect of 3 b) **we** will not pay for

- 1 any failure which does not involve a cessation of supply for at least 60 consecutive minutes
- 2 loss resulting from failure caused by
 - a the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services
 - b strikes or any labour or trade dispute
 - c drought
 - d other atmospheric or weather conditions, but this shall not exclude failure due to damage to equipment caused by such conditions
- 3 loss resulting from
 - a failure of any satellite
 - b interference with transmissions to and from satellites resulting from any cause
 - c failure due to the transfer of **your** satellite facility to another party
- 4 any failure originating from outside the **territorial limits**
- 5 for failure in consequence of a fault in any part of the installation belonging to **you**.

Our liability will not exceed £50,000 in any one **period of insurance**.

4 Documents and computer system records - temporary removal

Interruption of or interference with the **business** in consequence of **damage** to deeds and other documents, manuscripts, plans and writings of every description, books and computer system records whilst temporarily removed from the **premises** to elsewhere within the **territorial limits**.

Our liability will not exceed £50,000 in any one **period of insurance**.

Loss of Revenue Section

What you are covered for:

5 Documents and computer system records stored away from premises

Interruption of or interference with the **business** in consequence of **damage** to deeds and other documents, manuscripts, plans and writings of every description, books and computer system records belonging to **you** or for which **you** are responsible whilst stored at the home of any authorised **Group official** or at a self-contained unit in a storage facility anywhere within the **territorial limits**.

Our liability will not exceed £25,000 in any one **period of insurance**.

6 Compulsory Closure

Interruption of or interference with the **business** in consequence of compulsory closure by a public body authorised to prevent or restrict access to the **premises** arising from

- a) discovery of a **notifiable human infectious or contagious disease** at the **premises**
- b) foreign or deleterious matter in food or drink sold, supplied or provided at the **premises**
- c) the occurrence at the **premises** of murder, manslaughter, suicide or rape
- d) defective sanitation of the **premises** or the presence at the **premises** of vermin or pests
- e) the occurrence within 25 miles of the **premises** of a **notifiable human infectious or contagious disease**.

For the purpose of this cover the **maximum indemnity period** is restated as 6 months.

Our liability under each of 6 a), b), c), d) and e) will not exceed £50,000 in any one **period of insurance**.

7 Property in Transit

Interruption of or interference with the **business** in consequence of **damage** to **Group contents** whilst in transit by road, rail or inland waterway within the **territorial limits**.

Our liability will not exceed £25,000 in any one **period of insurance**.

8 Contract Sites

Interruption of or interference with the **business** in consequence of **damage** at any location not shown in the **schedule** at which **you** are contracted to undertake work anywhere within the **territorial limits**.

Our liability will not exceed £25,000 in any one **period of insurance**.

9 Exhibition Sites

Interruption of or interference with the **business** in consequence of **damage** at any trade fair or exhibition location not shown in the **schedule** at which **you** are to occupy a stand anywhere within **Europe**.

Our liability will not exceed £25,000 in any one **period of insurance**.

10 Book Debts

Interruption of or interference with the **business** in consequence of **damage** to **your** records of **outstanding debit balances** contained within the **premises**.

We will pay for any net **outstanding debit balances** which **you** are unable to recover from customers as a result of **damage** to such records and any additional expenditure incurred after such **damage** in tracing and establishing **outstanding debit balances**.

Our liability in respect of loss of net **outstanding debit balances** and their associated additional expenditure and accountants' charges will not exceed £100,000 in any one **period of insurance**.

Provided that at the end of each month **you** shall record the total amount outstanding in customers' accounts and shall maintain a separate record, in addition to the books of account, in a place other than the **premises**.

Loss of Revenue Section

What you are covered for:

11 Suspension of Employees

The indemnity by this section is extended to cover the cost of wages paid to temporary **employees** hired solely to replace **employees** under a **permanent contract of service** with **you** who have been suspended in accordance with Ofsted regulations (or the regulations of any other registering authority) as a direct consequence of an accusation of child abuse.

Provided that

- a) the suspension shall be due solely to Ofsted regulations (or the regulations of any other registering authority)
- b) the suspension shall have followed a reported incident or allegation of child abuse
- c) the maximum amount payable for any one replacement **employee** shall be £200 per week or 75% of the weekly wages paid to the replacement **employee**, whichever is the less
- d) the maximum period of payment shall be 5 weeks in respect of any one suspended **employee**.

Maximum amount payable

The most **we** will pay in respect of any one occurrence shall not exceed

1. 133.3% of the sum insured for each item as shown in the **schedule** in respect of **estimated gross revenue** or **estimated gross rent receivable**.

Provided that if the sum insured for each item in respect of:

- a) **estimated gross revenue** is less than 85% of the **annual gross revenue** or
 - b) **estimated gross rent receivable** is less than 85% of the **annual gross rent receivable**
- the amount payable shall be proportionately reduced.

2. 100% of each other item as shown in the **schedule**
3. the limit of liability stated in this section against any other cover.

Loss of Revenue Section

Basis of claims settlement

Following **damage** insured by this section **we** will pay for the following in respect of any of the undermentioned items if insured by this section.

Gross revenue - loss thereof due to

- a) loss of **gross revenue** being the amount by which the **gross revenue** during the **indemnity period** shall fall short of the **standard gross revenue** in consequence of the **damage**
- b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the amount of reduction in **gross revenue** thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross revenue** as may cease or be reduced in consequence of the **damage**.

Gross rent receivable - loss thereof due to

- a) loss of **gross rent receivable** being the amount by which the **gross rent receivable** during the **indemnity period** shall fall short of the **standard gross rent receivable** in consequence of the **damage**
- b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the amount of reduction in **gross rent receivable** thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross rent receivable** as may cease or be reduced in consequence of the **damage**.

Additional Increase in Cost of Working

Additional expenditure necessarily and reasonably incurred by **you** during the **indemnity period** in excess of the amount payable under the **Gross Revenue** or **Gross Rent Receivable** basis (as applicable) for the sole purpose of:

1. avoiding or diminishing the reduction in **gross revenue** or
2. avoiding or diminishing a reduction in **gross rent receivable**

in order to resume or maintain normal **business** operations.

Increased Cost of Working only

Additional expenditure necessarily and reasonably incurred by **you** during the **indemnity period** within which increases in the cost of working that is incurred in consequence of the **damage** for the purpose of avoiding or diminishing a reduction in **gross revenue** earned as applicable at the **premises** or for the purpose of resuming or maintaining the **business** less any savings in charges or expenses that may be made in consequence of the **damage**.

Loss of Revenue Section

Additional clauses

1) Alternative trading

If during the **indemnity period** goods shall be sold or services shall be rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **gross revenue** as applicable during the **indemnity period**.

2) Payments on account

Payments on account may be made to **you** during the **indemnity period** at **our** discretion subject to any necessary adjustment at the termination of such period.

3) Professional accountants

We will pay under this section the reasonable charges payable by **you** to professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **us** and reporting that such particulars or details are in accordance with **your** books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the section shall in no case exceed the maximum amount payable.

4) Trends and Variations

Adjustments shall be made to the figures representing the **gross revenue** and the **standard gross revenue** that may be necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** and which would have affected the **business** had the **damage** not occurred so that the adjusted figures represent as near as reasonably practicable results which but for the **damage** would have been obtained during the relative period after the **damage**.

What you are not covered for:

Any interruption of or interference with the **business** not caused by **damage**; but this exclusion shall not apply to What you are covered for 3b) - Public Utilities - accidental failure of the public supply, 6 Compulsory Closure and 11 - Suspension of Employees.

Special Conditions

The insurance by this section shall not apply if the **business** be wound up, permanently discontinued or carried on by a liquidator or receiver.

Personal Accident for Children at the Group Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

We will pay as compensation to **you** or **your** legal personal representative the relevant amount shown below if any child attending the **Group** sustains accidental **bodily injury** caused solely and directly by violent external and visible means during the **operative time** in any **period of insurance** and such **bodily injury** directly and independently of any other cause results within twelve months in death, **loss of limb**, **loss of sight** or **permanent total disablement**.

Result	Compensation
1 Death	£5,000
2 Loss of limb	£20,000
3 Loss of sight	£20,000
4 Permanent total disablement	£20,000

What you are not covered for:

- 1 death, **loss of limb**, **loss of sight** or **permanent total disablement** caused by:
 - a) insanity, intentional self-injury, suicide or attempted suicide, participation in any criminal act or civil commotion by any child attending the **Group** or by any such child being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction
 - b) any child attending the **Group** engaging in abseiling, activities necessitating the use of underwater breathing equipment, armed or unarmed combat sports, bungee jumping, climbing necessitating the use of ropes or guides, flying of any kind (other than as a passenger in a fully licensed passenger carrying aircraft), hunting, ice hockey, motor cycling other than by power assisted pedal cycle, parachuting, polo, pot holing or similar underground activities, professional sport, riding or driving in any kind of race, speed or duration test or practice therefor or winter sports
 - c) pregnancy or childbirth
 - d) any communicable disease.

Special Conditions

1. Compensation shall not be payable for more than one of the following: death, **loss of limb**, **loss of sight**, **permanent total disablement**, in respect of any one child attending the **Group**.
2. Any child attending the **Group** shall as often as required submit to a medical examination on **our** behalf at **our** expense and in the case of death **we** shall be entitled to have a post mortem examination at **our** expense.

Personal Accident for Adults at the Group Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

We will pay as compensation to **you** or **your** legal personal representative the relevant amount shown below if any **insured person** sustains accidental **bodily injury** caused solely and directly by violent external and visible means during the **operative time** in any **period of insurance** and such **bodily injury** directly and independently of any other cause results within twelve months in death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement**.

Result	Compensation
1 Death	£20,000
2 Loss of limb	£20,000
3 Loss of sight	£20,000
4 Permanent total disablement	£20,000
5 Temporary total disablement	£100 per week
6 Medical expenses	£50 per week

What you are not covered for:

- 1 death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement** caused by:
 - a) insanity, intentional self-injury, suicide or attempted suicide, participation in any criminal act or civil commotion by any **insured person** or by any such **insured person** being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction
 - b) any **insured person** engaging in abseiling, activities necessitating the use of underwater breathing equipment, armed or unarmed combat sports, bungee jumping, climbing necessitating the use of ropes or guides, flying of any kind (other than as a passenger in a fully licensed passenger carrying aircraft), hunting, ice hockey, motor cycling other than by power assisted pedal cycle, parachuting, polo, pot holing or similar underground activities, professional sport, riding or driving in any kind of race, speed or duration test or practice therefor or winter sports
 - c) pregnancy or childbirth
 - d) any communicable disease
 - e) deliberate exposure to exceptional danger (except in an attempt to save human life).

Special Conditions

1. Compensation shall not be payable for more than one of the following: death, **loss of limb**, **loss of sight**, **permanent total disablement**, in respect of any one **insured person**.
2. Compensation shall not be payable for **temporary total disablement**
 - a) until the end of the period of disablement but **we** will on request make interim payments at intervals of not less than four weeks
 - b) for more than 104 weeks from the date of sustaining injury in respect of any one **bodily injury**.
3. The total amount payable as compensation for **temporary total disablement** shall be deducted from any subsequent compensation payment for death, **loss of limb**, **loss of sight**, **permanent total disablement** that follows from the same cause.
4. Any **insured person** shall as often as required submit to a medical examination on **our** behalf at **our** expense and in the case of death **we** shall be entitled to have a post mortem examination at **our** expense.

Trustees' and Officers' Financial Liability Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

We will pay for all amounts that any properly elected trustee or officer of the **Group** becomes legally liable to pay or contribute towards, in respect of the shortfall between the assets and liabilities of the **Group** in the event that the **Group** shall cease trading during the **period of insurance** through any cause outside the control of such trustee or officer.

Maximum amount payable

The most **we** will pay is the sum insured stated in the **schedule** in respect of all claims by all trustees or officers of the **Group**.

What you are not covered for:

- 1 an **excess** of £25 or 5% of each and every claim, whichever is the greater
- 2 cessation of trading or shortfall caused by, or contributed to by, the fraud, embezzlement, misappropriation or other criminal act of any of **your** trustees or officers
- 3 any shortfall resulting from dishonoured cheques, the use of counterfeit money, clerical or accounting errors or shortages due to error or omission
- 4 losses arising from the closure of the **Group** within the first six months from inception of this section.

Special condition

In the event of a possible claim under this section it is a condition precedent to liability that **you** shall give notice to **us** within thirty days of the cessation of trading by **you** and shall submit a claim in writing with all such particulars and proofs as may be reasonably required.

Employee Dishonesty Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

- 1 We will pay **you** in respect of direct pecuniary loss sustained by **you** caused by any act of fraud or dishonesty which is
 - a) committed within the **territorial limits** by any **employee** during the **period of insurance** and during the uninterrupted service of such **employee** with **you** and
 - b) discovered
 - i) during the **period of insurance** by this section, or within 12 months of its expiry, or
 - ii) within 12 months of the cessation for any reason of the employment with **you** of such **employee**whichever occurs first.
- 2 **Auditors fees**

We will pay **you** within the **amount of guarantee** for auditor's fees incurred with **our** written consent solely to substantiate a claim under this section.

Maximum Amount Payable

The most **we** will pay in respect of

- a) the **amount of guarantee** or
- b) the **aggregate limit of guarantee**

will not exceed £25,000 irrespective of the number of **periods of insurance** this section or any substituted or substitute section or policy remains in force.

What you are not covered for:

- 1 any loss dependent solely upon an inventory compilation or a profit and loss compilation and unexplained shortages
- 2 loss which does not arise from the fraudulent or dishonest act of any **employee** which is intended to result in improper financial gain by any **employee** or any other person
- 3 loss of interest
- 4 an **excess** of £500
- 5 any amount for which an indemnity is granted by the Group Money Section of this policy
- 6 losses not directly associated with the incident that caused **you** to claim.

Special conditions

- 1 The General Exclusion applicable to all Sections other than Liability headed 'Theft by Principals' shall not apply to the insurance by this section.
- 2 Notice shall be given to **us** of any alteration in the nature of **your business**.
- 3 Immediately following the discovery of any act of fraud or dishonesty on the part of any **employee** the indemnity by this section shall be at an end so far as regards any further act of fraud or dishonesty committed by that **employee**.
- 4 Any **money** of the **employee** held by **you** or any **money** or assets which but for the act of fraud or dishonesty would have been due to the **employee** from **you** shall be deducted from the amount of any claim payable under this section as a result of that act of fraud or dishonesty.
- 5 **You** shall give all such information and assistance as **we** may require to enable **us** to seek recovery from any **employee** whose act of fraud or dishonesty has given rise to a claim under this section. Any such recovery shall be shared by **us** and **you** in such proportion as the amount paid by **us** and the amount of the loss borne by **you** shall bear to the total amount of the loss caused by the act of that **employee**.
- 6 Notwithstanding the General Condition headed 'Reinstatement of sum insured' of this policy any sum or sums payable by **us** under this section in any one **period of insurance** shall reduce the limit of liability in respect of the **aggregate limit of guarantee** so that the total of any or all of such sums shall not exceed such limit of liability. In the event of such limit of liability being reduced by reason of this Special condition such limit may be reinstated upon payment by **you** of an appropriate additional premium provided that the amount by which such limit is reinstated shall be available solely in respect of acts of fraud or dishonesty committed after such reinstatement.
- 7 It is a condition precedent to **our** liability under this section that the following minimum levels of control are used by **you**, unless otherwise agreed by **us**:

Employee Dishonesty Section

Special conditions

A . Employees

- a) Any **employee** who has **unsupervised** responsibility for handling of **money for services** or **other financial transactions** on **your** behalf must have been employed by **you** continuously for a period of 60 days, have written references for at least 2 years prior to their employment with **you** and have no previous convictions relating to fraudulent activity.
- b) Any **employee** who has **unsupervised** responsibility for handling of **money for services** or **other financial transactions** on **your** behalf must have been **supervised** continuously for the preceding 60 days.
- c) Any **emergency cover employee** must be supplied from a reputable specialist recruitment agency and hold references for at least 2 years prior to the date of employment by **you**.
- d) Any **emergency cover employee** must be **supervised** continually when handling **money for services** above the limits in D b) below or during any **other financial transactions**.
- e) Any **work experience** or **voluntary workers** must only handle **money for services** when authorised by **you** or a **responsible employee** and within the limits shown in D.

B. Computer systems

- a) All access to **your computer systems** accounts software must be secure, using as a minimum login/password access which is changed monthly and controlled by **you**, the network administrator or a **responsible employee**.
- b) A written procedure for computer security must be in place and have been explained to all **employees** using **your computer systems**.
- c) Only persons who have **unsupervised** responsibility for **money for services** and **other financial transactions** outlined in A a) or A b) should be given access to **your computer system** accounts software.

C. Controls

- a) Any **money for services** received must be fully documented upon receipt and before removing it from the **premises**. The handling of non cash **business money** transactions must be carried out in accordance with the banks standard procedures.
- b) Any **money for services** used during events, trips and the like must be fully receipted and all receipts verified and logged by **you** a **responsible employee**, within 24 hours of its use.
- c) Unless in use on the same day for an event, trip or the like, any **money for services** must be stored in accordance with the Special conditions of the Group Money Section.
- d) Where any **money for services** is returned to the **premises** after an event, trip or the like this must be secured in accordance with the Special conditions of the Group Money Section and banked by 11.00am the following day.
- e) Any cheque payment authorisation may only be performed by **you** or a **responsible employee**.
- f) Regular audits of all **money for services** and **other financial transactions** are to be carried out by **you** on at least a monthly basis.
- e) External audits are to be undertaken by professional auditors annually.

D. Emergency cover provisions, work experience and volunteers

- a) **Emergency cover employees** must not be given access to **your** computer systems accounts unless permanently **supervised** by **you** a **responsible employee**.
- b) Any **emergency cover employees**, when **unsupervised**, must not handle **money for services** exceeding the value of £1500.
- c) C a), b) and c) above must be followed by any **emergency cover employees**.
- d) **Emergency cover employees' money for services** handling activity is to be checked by **you** or a **responsible employee** within one day of the **money for services** being handled.
- e) Any **work experience** or **voluntary worker** must not handle **money for services** exceeding the value of £500 cash or £750 for credit or debit card or personal cheque transactions.

Group Extra Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

1. Crisis Containment

In the event of:

- i) injury to an **employee**;
- ii) injury to any person attending the **Group**;
- iii) damage to **your** property;
- iv) injury to any other person or damage to their property;
- v) alleged abuse by any of **your employees**;
- vi) a child leaving the **Group** unaccompanied;

occurring during the **period of insurance** and in the course of **your business**, the result of which could reasonably be considered by **us** to give a realistic prospect of **you** losing or tarnishing your reputation, **we** will pay the reasonable costs of employing a marketing and/or public relations firm that **you** appoint following **our** written agreement, to help mitigate the risk of damage to **your** reputation, up to £10,000 in any one **period of insurance**.

2. Website Hacker Damage

In the event of malicious damage to **your** website resulting in loss of data, damage to the website, inability by customers to access **your** website or potential loss of **your** reputation, arising from a specific attack deliberately targeting **your business**, **we** will pay up to £5,000 in any one **period of insurance** to pay for the repair or replacement of the website and payment for a forensic consultant to advise on security improvements or a public relations firm to maintain **your** reputation, provided that the costs are agreed by **us** in advance and **your** website contains normal security protocols.

3. Lottery Win Indemnity

In the event of more than 5% of **your employees** resigning from **your business** as a direct result of winning a sum in excess of ten times of each of their annual salary through participation as a syndicate in any nationally recognised lottery (e.g. Lotto), **we** will pay **you** up to £5,000 in any one **period of insurance** for the additional costs of recruiting and training replacement **employees**.

Endorsements and Special Conditions

The following endorsements and special conditions apply only if they are shown in the **schedule** or the appendix thereto under the heading 'Endorsements and Special Conditions applicable'.

GPE1 Subsidence

Under the Buildings Section:

a) What you are not covered for 4 and 11 are restated as follows:

4. moveable property in the open (other than **contract works**), fences and gates, vegetation, lawns and shrubs in respect of loss, destruction or damage caused by wind, rain, hail, sleet, snow, flood, dust, falling trees, subsidence, ground heave or landslip

11. subsidence, ground heave or landslip caused by:

- i) settlement or bedding down of new structures
- ii) compaction of the infill to floors
- iii) the settlement or movement of newly made up ground
- iv) river or coastal erosion or cliff fall
- v) defective design or workmanship or the use of faulty or defective materials
- vi) demolition or structural repairs or alterations to the **buildings**

b) The following additional exclusions are incorporated under What you are not covered for:

18. movement of solid floor slabs caused by subsidence, ground heave or landslip unless foundations beneath the external walls of the **buildings** are damaged at the same time by the same cause

19. loss, destruction of or damage to oil tanks, paths, patios, paved areas or other artificially covered surfaces, swimming pools, tennis courts and walls caused by subsidence, ground heave or landslip, unless the main building is damaged at the same time by the same cause

20. loss, destruction or damage caused by subsidence, ground heave or landslip for which compensation is provided by legislation

21. an **excess** of £2,500 (or such other amount as stated in the **schedule**) of each claim in respect of subsidence, heave or landslip.

GPE2 Contract variations

Variations in the contract during the first **period of insurance** are entered in **our** records and the first premium has been calculated accordingly.

GPE3 Money in safe

Under the Group Money Section, the most **we** will pay under Item 1b)(iii) is increased to the Limit stated against the safe specified in the **schedule**.

Endorsements and Special Conditions

The following endorsements and special conditions apply only if they are shown in the **schedule** or the appendix thereto under the heading 'Endorsements and Special Conditions applicable'.

GPE4 Cancellation

This following section is incorporated in the policy for the sum insured shown for Cancellation in the **schedule**.

Cancellation Section

Definitions and interpretations

For the purposes of this Cancellation section the following definitions will apply. Wherever they appear, whether they are used in the plural or singular form, they are deemed to have the meaning set out below.

Any other words or expressions which appear in bold in this Cancellation section shall have the meaning set out in "Definitions" in your policy on pages 10-18.

**cancellation, curtailment
abandonment or
postponement**

your inability to open and keep open or otherwise maintain the **event** in the whole or in part for its original published duration or scope

event

the event described in the **schedule**

What you are covered for

1 Cancellation, curtailment, abandonment or postponement

The **cancellation, curtailment, abandonment or postponement** in whole, or in part, of the **event**.

2 Failure to vacate

Your failure to vacate the premises where an **event** has been held at the termination of **your** tenancy.

Maximum amount payable

The most **we** will pay in respect of any one occurrence and in any one **period of insurance** will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this section as shown in the **schedule**.

Basis of claims settlement

In the event of loss resulting solely and directly in consequence of any cause beyond **your** control, or the control of the **event** organisers or any of their sponsors or financial supporters the basis upon which the amount payable will be calculated shall be

a) in respect of What you are covered for 1:

- i) **your** irrecoverable expenses in connection with the organisation of the **event** less any savings in respect of expenses that cease or are reduced as a consequence of the **cancellation, curtailment, abandonment or postponement**

or

- ii) the loss of **gross revenue** incurred by **you** as a result of the **cancellation, curtailment, abandonment or postponement** less any savings in respect of expenses that cease or are reduced as a result of the **cancellation, curtailment, abandonment or postponement**

b) in respect of What you are covered for 2 any claim for damages costs or compensation which may be substantiated against **you** by owners or management of the premises where the **event** is held, due to **your** failure to vacate the premises at the termination of the **event**.

Endorsements and Special Conditions

The following endorsements and special conditions apply only if they are shown in the **schedule** or the appendix thereto under the heading 'Endorsements and Special Conditions applicable'.

What you are not covered for

We will not pay for losses arising directly or indirectly from

- 1 financial failure of the **event**
- 2 the insolvency or financial default of any party
- 3 lack of sales or shortages on receipts
- 4 variation in the rate of exchange or stability of any currency
- 5 inadequate response or support, or withdrawal of support by sponsors, financial supporters, delegates or exhibitors
- 6 inadequate attendance by delegates, public visitors or trade visitors
- 7 non-appearance of any speaker, entertainer, performer or any other person on whom the **event** substantially depends
- 8 the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency
- 9 any travel or advisory or warning being issued by a national or international body or agency
- 10 any action taken in controlling, preventing, suppressing or in any way relating to any communicable, contagious or infectious disease of humans or animals
- 11 fear or threat of any communicable, contagious or infectious disease of humans or animals whether actual or perceived
- 12 adverse weather in respect of any outdoor **event** or any **event** held in any marquee or temporary structure
- 13 any expenditure or **gross revenue** for which an indemnity is provided by the Loss of Revenue Section of this policy
- 14 an **excess** of £250.

GPW1 Alarm condition

It is a condition precedent to **our** liability that

- 1 the **intruder alarm installation** approved by **us** must be
 - a) set in its entirety whenever the **premises** are closed for business or left unattended
 - b) kept in full working order and maintained during the currency of the policy under a maintenance contract with the installing company or other engineers approved by **us** and that the maintenance company must be advised immediately of any defect in the **intruder alarm installation**
- 2 **you** shall
 - a) provide a copy of the specification if so requested by **us**
 - b) notify **us**
 - i) immediately any warning is received from the police that they may withdraw their response to calls
 - ii) before any alteration is made to the **intruder alarm installation**.

GPW2 Group contents condition

It is a condition precedent to **our** liability that all portable **Group contents** be contained within that part of the **premises** protected by the **intruder alarm installation**.



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KH2716 05.18