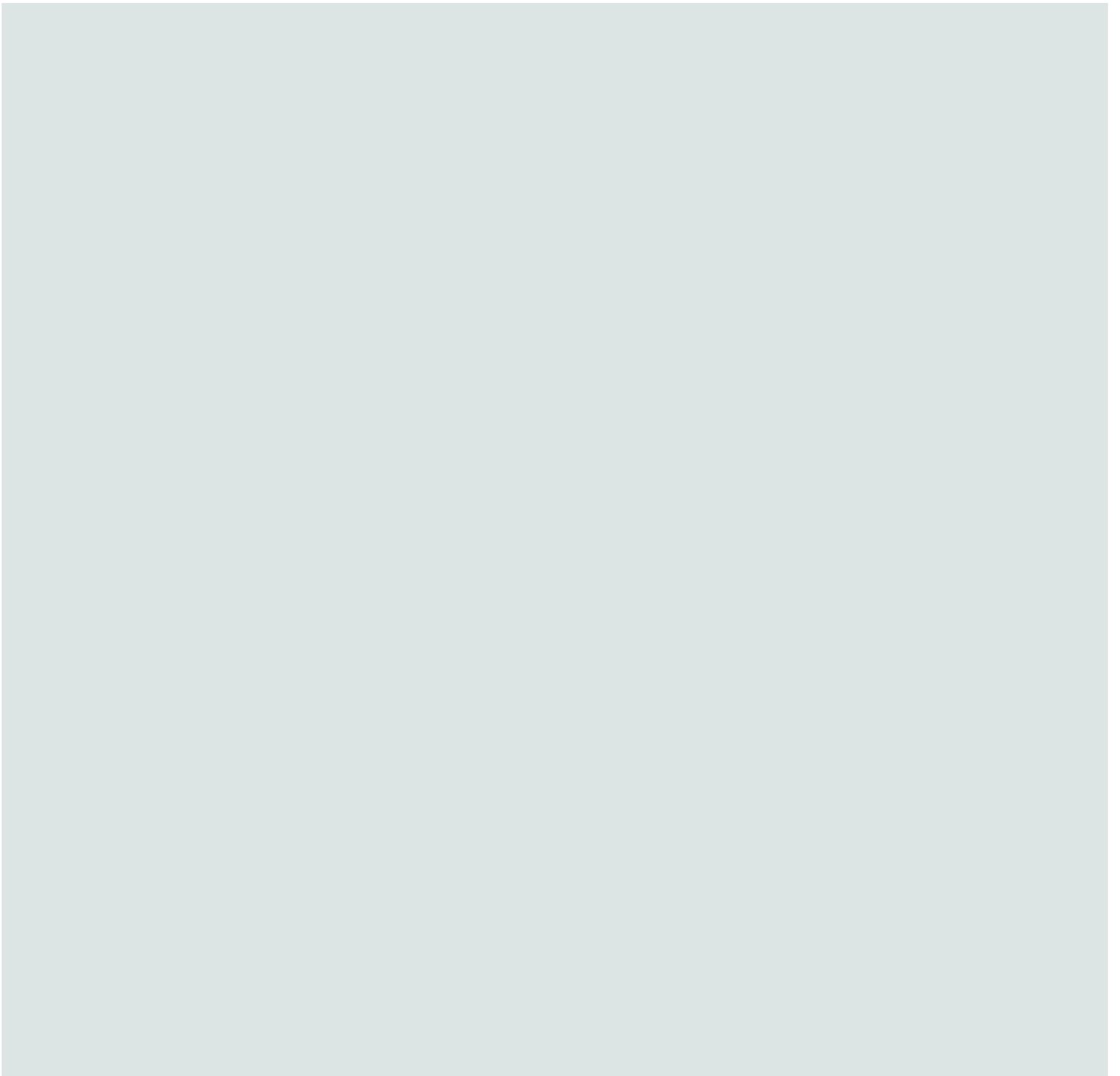


Select for Academies

Policy document



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A warm welcome to Zurich

Thank **you** for taking out **your** Select for Academies policy with **us** and welcome to Zurich Insurance plc.

Zurich Insurance plc and Zurich Management Services Limited are both members of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich **we** have **your** future in mind and look forward to working closely with **you**.

www.zurich.co.uk/municipal

Your Select for Academies policy

Applicable to the whole policy except part L

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

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

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

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

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

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

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

Applicable to part L

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

In this **contract**:

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

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

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

Law applicable to this contract

Not applicable to parts L or R

In the UK the law allows both **you** and **us** to choose the law applicable to this contract.

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

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

How we use personal information

Not applicable to part L

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. **You** should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. **We** will only share personal information as described in this notice or where **we** are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Policy administration

Not applicable to part L

In order to administer **your** insurance policy and any claims made against this policy **we** may share personal information provided to **us** with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If **we** do transfer personal information including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps **us** assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

Claims history

Not applicable to part L

When **you** tell **us** about an incident or claim **we** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL), Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI) or other relevant database.

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

This helps to check information provided and prevent fraudulent claims.

Motor Insurance Database

Not applicable to part L

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

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

If a vehicle of **yours** is involved in a road traffic accident (either in the United Kingdom, the European Economic Area or certain other territories), insurers or the MIB may search the MID to obtain relevant information.

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

It is vital that the MID holds correct registration numbers for **your** vehicles. If incorrect details for any of **your** vehicles are shown on the MID **you** are at risk of having the relevant vehicle seized by the police. **You** can check that correct registration number details for **your** vehicles are shown on the MID at www.askmid.com

Fraud prevention and detection

Not applicable to part L

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

- a) share information about **you** with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data protection rights

Not applicable to part L

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If **you** want to know more about how **we** use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

Helpline Services

Zurich Risk Management Advice Line

Zurich's Risk Management Advice Line has been designed specifically to help **you** proactively identify and manage issues before they impact **your** School.

To contact the Advice Line, phone 0345 301 2784 (open normal business hours)

Service 1 – Health and Safety Support

Following the removal of Government funding for the Health and Safety Executive advice line Zurich has developed a new free health and safety support service for Schools. It offers practical guidance on key health and safety management issues such as food hygiene, water, environmental health, occupational health and asbestos. Experts will answer simple queries there and then and will follow up by email or call back with information on more complicated or detailed matters.

Service 2 – Property Risk Management Advice

We have also developed a Property Risk Management advice line where **you** will have direct access to Zurich's Property Risk experts. The service offers **you** free practical guidance on key property risk issues such as fire, security and business continuity management.

Please note that this helpline includes services provided by Zurich Management Services Ltd and Santia Consulting Ltd under contract to Zurich Insurance plc.

DAS Services

As an additional service to **you we** have arranged for a number of telephone helplines to be provided. The following services are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (DAS, **we**, **us** or **our** for the purposes of these services).

In using these services **you** acknowledge that all rights and obligations relating to the provision of these services rest with DAS and that **you** will have no recourse to Zurich in this regard.

Calls are recorded to help check and improve service standards.

These helplines are open 24 hours a day, 7 days a week during the period of insurance and provide the following assistance:

Eurolaw Commercial Legal Advice

Confidential legal advice over the phone to **your** organisation on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax Advice

Confidential advice over the phone to **your** organisation on any tax matters affecting **your** organisation, under the laws of the United Kingdom.

Business Assistance

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

To contact the above services, phone DAS on 0117 934 2116 quoting **your** policy number.

Counselling

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

To contact the counselling helpline, phone DAS on 0117 934 2121. These calls are not recorded.

Neither **we** nor DAS will accept responsibility if the Helpline Services fail for reasons **we** or DAS cannot control.

DAS, Santia Consulting Ltd, Zurich Management Services Ltd and Zurich Insurance plc will not accept responsibility if any of the helpline services are unavailable for reasons DAS, Santia Consulting Ltd, Zurich Management Services Ltd and Zurich Insurance plc cannot control.

Please do not phone DAS to report a general insurance claim.

Employment Manual

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

DASbusinesslaw

Visit www.dasbusinesslaw.co.uk for online legal advice and documents. When registering, please use the following code which will provide you with access to a range of free documents: DAS472301

Using www.dasbusinesslaw.co.uk you can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by you using our smart document builders. You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your** business one step ahead. Details of how to access DAS Businesslaw will be included with **your** policy documentation.

If **you** have a complaint about the service or about the way **you** have been treated, please write to: DAS Customer Relations Department at:

DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **you** can contact DAS by telephone on:

0117 934 0066, or email: customerrelations@das.co.uk.

General definitions

Not applicable to part L

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

Average

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

For the avoidance of doubt solely in respect of the application of average to any item under this policy clause c) iii) of General Condition 6 will not apply.

Buildings

Buildings of the **premises** for which the **insured** are legally responsible including:

- a) landlord's fixtures and fittings
- b) oil tanks, outbuildings, extensions, annexes, gangways, canopies, pergolas, fixed signs, greenhouses, tennis courts and swimming pools
- c) adjoining and specifically associated yards, car parks, roads, pavements and forecourts all constructed of solid materials
- d) walls, bridges, gates and fences
- e) foundations
- f) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains.

Business

The usual activities of the **insured** as an educational establishment including:

- a) the provision and management of catering, social, sports, first aid and welfare activities for **employees** and pupils
- b) maintenance of the **buildings**, plant and equipment.

Business Interruption

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

Computer Equipment

- a) Computer hardware and its peripheral devices including interconnecting wiring and media used for electronic processing, communication and storage of data
- b) temperature and environmental control, power supply and voltage regulating equipment and protective devices exclusively for use with computer hardware
- c) computer software held on media
- d) operating systems and proprietary software packages

in the **insured's** custody and control.

Contents

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

- a) tenants' improvements, alterations and decorations
- b) patterns, models, moulds, plans or designs but only for an amount not exceeding £1,000 for any one item or set of items
- c) personal effects and tools of any **governor, employee** or visitor other than motor vehicles for an amount not exceeding £1,000 in respect of any one person provided always that they are not otherwise insured and subject to an **excess** of £50 each and every loss
- d) computer systems records for an amount not exceeding £75,000 any One Event in respect of the cost of materials and clerical labour and computer time expended in their reproduction
- e) contents of outbuildings
- f) contents in open yards
- g) **stock**.

Contents excludes:

- i) landlord's fixtures and fittings
- ii) any contents more specifically insured
- iii) **money**, credit cards or securities of any description
- iv) **computer equipment**
- v) motor vehicles licensed for road use including accessories thereon
- vi) documents, manuscripts and business books except for the cost of materials and labour expended in their reproduction
- vii) any expense in connection with the production of the information to be recorded in documents, manuscripts, business books or computer systems records.

Damage

Physical loss or damage.

Data Processing System

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

Defined Peril

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

Denial of Service Attack

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

Employee

Any natural person who is:

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

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

Event

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

Excess

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

Hacking

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

Governor

Member or co-opted member of the governing body or any subcommittee of the **insured** (where not in the capacity of an **employee**) or member of the **insured's** academy trust (where not in the capacity of an **employee**) where not a multi-academy trust.

Insured

As stated in the schedule to this policy.

Insurer

In respect of:

- a) part L Zurich Management Services Limited
- b) part R DAS Legal Expenses Insurance Company Limited
- c) all other parts Zurich Insurance plc.

Loss of Limb

- a) In the case of a lower limb loss by permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot
- b) in the case of an upper limb loss by permanent physical severance of the entire 4 fingers through or above the metacarpal phalangeal joints or permanent total loss of use of an entire arm or hand.

Loss of Sight

The total loss of sight which will be deemed to have occurred:

- a) in both eyes when the condition is shown to the **insurer's** satisfaction to be permanent and without expectation of recovery and the Insured Person's name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and the **insurer** is satisfied that the condition is permanent and without expectation of recovery.

Money

Any current coinage, current bank and currency note, bill of exchange, luncheon voucher, cheque, bankers' drafts, national giro draft, money order, postal order, current postage stamp, unused unit in any postage stamp franking machine, revenue stamp, national savings stamp, national savings certificate, holiday with pay stamp (provided the **insured** is not otherwise indemnified), credit, debit or charge card sales voucher, phonecard, consumer redemption voucher and gift token accepted by the **insured**, Value Added Tax purchase invoice and trading stamp belonging to the **insured** or for which the **insured** has accepted responsibility and held in connection with the **business**.

Non-Ranking Deductible

The amount stated in the schedule to be deducted from each and every loss at each separate **building** at the **premises** before contributing towards the annual aggregate or once the annual aggregate has been breached.

Nuclear Installation

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

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

Nuclear Reactor

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

Premises

The premises stated in the schedule.

Property

Physical property.

Reinstatement

- a) The rebuilding or replacement of **property** suffering **damage** which provided always that the liability of the **insurer** is not increased may be carried out:
 - i) in any manner suitable to the requirements of the **insured**
 - ii) upon another site
- b) the repair or restoration of **property** suffering damage

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

Special Definitions

Wherever words commencing with a capital letter appear within a part of this policy following Special Definition they will have the same defined special meaning within that part of this policy.

Specified Property

Precious metals or stones and works of art, jewellery and furs.

Stock

Stock and materials in trade excluding **specified property** belonging to the **insured** or for which they are legally responsible.

Territorial Limits

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

Terrorism

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

Virus or Similar Mechanism

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

Volunteer

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

Unoccupied

Vacant, empty, untenanted or not in use.

General exclusions

Not applicable to part L

This policy does not cover:

1. Date Related Performance and Functionality

Not applicable to parts D, G, H, I, J, K, O, P, Q(1), Q(2), R

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

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

whether such **data processing system** is the property of the **insured** or not but in respect of all insurances other than parts E, F and N this will not exclude subsequent **damage** or consequential loss, additional expenditure or extra expenses not otherwise excluded which itself results from a **defined peril** otherwise covered by this policy

2. Northern Ireland Civil Commotion

Not applicable to parts D, E, F, G, H, I, J, K, O, P, Q(1), Q(2), R

damage or **business interruption** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

3. Nuclear and War Risks, Government or Public Authority Order and Sonic Bangs

Not applicable to parts P, Q(1) and Q(2)

death, injury, disablement or loss or **damage** to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other explosive nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) not will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

- e) except in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs:
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection or military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

a), b), c) and d) above will not apply to part G except where the **insured** has undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury.

Exclusion f) above does not apply in respect of part J

4. Terrorism

Not applicable to parts E, F, G, H, I, J, K, O, P, Q(1), Q(2), R

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

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

General provisions

Not applicable to part L

1. Limit of Indemnity

In the event of **damage** or **business interruption** as insured under parts A, B, C, D and S arising from any one **event** the maximum liability in respect of any one **building** or other specified **property** including **contents** will not exceed in the aggregate the amount stated in the schedule as the limit of liability.

2. Sanctions

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

General conditions

Not applicable to part L

1. Alteration in Risk

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

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

If the **insured** does not notify the **insurer** of any such change the **insurer** may exercise one or more of the options described in clauses c) i), ii) and iii) of General Condition 6 but only with effect from the date of the change in circumstances or material facts.

2. Arbitration

Not applicable to part R

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

3. Cancellation

- a) The **insurer** may cancel this policy or any part thereof other than any coverage in respect of War under parts P, Q(1), Q(2) and by giving 30 days notice in writing by special delivery mail to the **insured** at the **insured's** last known address.
- b) The **insurer** may cancel any coverage provided under parts P, Q(1) and Q(2) and S in respect of War by giving 7 days notice in writing by special delivery mail to the **insured** at the **insured's** last known address.

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

4. Claims Procedures

Not applicable to parts I, P, Q(1) and Q(2)

a) The Insured's Responsibilities

It is agreed that:

- i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim the **insured** will:
 - 1) as soon as reasonably possible give notice to the **insurer**; and
 - 2) preserve any damaged or defective property for examination by the **insurer's** representatives unless the **insurer** has authorised the **insured** to dispose of such property; and
 - 3) as soon as reasonably possible notify the police in respect of any **damage** caused by theft, attempted theft or malicious persons; and
 - 4) as soon as reasonably possible forward to the **insurer** any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against the **insured**; and
 - 5) take action to minimise **damage** and to avoid interruption or interference with the **business** and to prevent further **damage** or injury; and

- 6) at the **insured's** own expense and:
 - A) within 7 days of **damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
 - B) as soon as reasonably possible:
 - a) after the expiry of the Indemnity Period in respect of part B
 - b) in respect of any other **damage**, interruption or interference with the **business** or injury or disease

supply full details of the claim in writing to the **insurer** together with any evidence and information that may be reasonably required by the **insurer** for the purpose of investigating or verifying the claim

- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without the **insurer's** written consent.

b) Insurer's Rights

The **insurer** will:

- i) be entitled to take over the defence or settlement of any claim made against the **insured** or any person entitled to indemnity under this policy and the **insured** will give all assistance as may be reasonably required by the **insurer**; and
- ii) have the right to enter the **premises** where the **damage** has occurred and to keep possession of any of the **property** insured and to deal with the salvage in a reasonable manner but the **insured** will not be entitled to abandon any **property** to the **insurer**; and
- iii) be entitled to take the benefit of any rights of the **insured's** against any other party before or after the **insured** has received indemnification under this policy and the **insured** will give all assistance as may be reasonably required by the **insurer**; and
- iv) not be bound if the **insurer** elects to reinstate or replace any **property** to reinstate or replace it exactly or completely but only as circumstances permit and in a reasonably sufficient manner and will not in any case be bound to expend in respect of any one item insured more than the sum insured stated in the schedule.

5. Compulsory Insurance

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

6. Fair Presentation of the Risk

- a) At inception and renewal of this policy and also whenever changes are made to it at the **insured's** request the **insured** must:
 - i) disclose to the **insurer** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If the **insured** does not comply with clause a) of this condition the **insurer** may:
 - i) avoid this policy which means that the **insurer** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the **insured** is proven by the **insurer** to be deliberate or reckless in which case the **insurer** will not return the premium paid by the **insured**; and
 - ii) recover from the **insured** any amount the insurer has already paid for any claims including costs or expenses the **insurer** has incurred.
- c) If the **insured** does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what the **insurer** would have done if the **insurer** had known about the facts which the **insured** failed to disclose or misrepresented:
 - i) if the **insurer** would not have provided the **insured** with any cover the **insurer** will have the option to:
 - 1) avoid the policy which means that the **insurer** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from the **insured** any amount the **insurer** has already paid for any claims including costs or expenses the **insurer** has incurred
 - ii) if the **insurer** would have applied different terms to the cover the **insurer** will have the option to treat this policy as if those different terms apply. The **insurer** may recover any payments made by the **insurer** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii) if the **insurer** would have charged the **insured** a higher premium for providing the cover the **insurer** will charge the **insured** the additional premium which the **insured** must pay in full.
- d) Where this policy provides cover for any person other than the **insured** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the **insurer** will not invoke the remedies which might otherwise have been available to the **insurer** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **insured** person other than the **insured**.

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

7. Fraudulent Claims

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

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which the **insured** or anyone acting on the **insured's** behalf or in connivance with the **insured** deliberately caused; or
- e) realises after submitting what the **insured** reasonably believed was a genuine claim under this policy and then fails to tell the **insurer** that the **insured** has not suffered any loss or damage; or
- f) suppresses information which the **insured** knows would otherwise enable the **insurer** to refuse to pay a claim under this policy

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

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

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

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

8. Long Term Agreement

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

In consideration of a discount being incorporated in the premiums on parts of this policy the **insured** undertakes to offer annually the insurance under each such part on the terms and conditions in force at the expiry of each period of insurance and to pay the premiums in advance it being understood that:

- a) the **insurer** will be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- b) the sum insured may be reduced at any time to correspond with any reduction in value or in the **business**
- c) in respect of parts J, L and M only rates will be amended at each renewal date in line with the change in the Average Weekly Earnings – Regular Pay – Whole Economy – 3 month Average Index for all Employees during the period of 12 months which expires 3 months prior to the month of renewal.

The above mentioned undertaking applies to any policy or part which may be issued by the **insurer** in substitution for this policy or part and the same discount will be incorporated in the premium on any substituted policy or part issued by the **insurer**.

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

9. Observance

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

10. Other Insurances

Not applicable to part R, Q(1) and Q(2)

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

11. Policy Interpretation

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

12. Premium Adjustment

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

13. Reasonable Care

Not applicable to parts Q(1) and Q(2)

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

Part A – material damage

Section 1 – Special Definitions

Damage

Damage to the **property** insured stated in the schedule resulting from a cause not otherwise excluded.

One Event

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

Section 2 – Cover

In the event of Damage occurring during the period of insurance the **insurer** will pay to the **insured** the value of the **property** at the time of its Damage or the cost of repair of the Damage or at the **insurer's** option indemnify the **insured** by reinstatement, replacement or repair.

Provided always that the liability of the **insurer** will not exceed:

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

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

2.1 Adaptation (Energy Performance and Sustainable Buildings) Clause

This part includes:

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

Provided always that:

- i) the **insurer** will not be liable for any undamaged portions of the **property** insured
- ii) the **insurer** will not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** insured by reason of the works funded by the application of this clause
- iii) the **insurer** will not be liable for the cost incurred in complying with prevailing European Union or Building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon the **insured** prior to the happening of the Damage

- iv) if the liability of the **insurer** under any item of this part other than this clause is reduced by the application of any of the terms and conditions of this part then the liability of the **insurer** under this clause in respect of any such item will be reduced in like proportion
- v) the total amount recoverable under this clause in respect of any One Event and in total in any one period of insurance will not exceed 5% otherwise payable in respect of **buildings** in the absence of this clause or £250,000 whichever is the lesser.

2.2 Automatic Reinstatement of Sum Insured

In the absence of written notice by the **insurer** or by the **insured** to the contrary this insurance will not be reduced by the amount of any loss in consideration of which the **insured** will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance provided always that the **insured** take immediate steps to effect such additions to or variations in the protections of the **property** insured as the **insurer** may require.

2.3 Capital Additions and Alterations

This part includes:

- a) any newly acquired **buildings** or **contents** not otherwise insured within the **territorial limits**
- b) completed alterations, additions or improvements to **buildings** or **contents**

but not in respect of any appreciation in value during the current period of insurance at any of the **premises** insured.

Provided always that:

- i) at any one site the **insurer's** liability will not exceed £1,000,000
- ii) the **insured** will supply to the **insurer** details of all such extensions of cover at the end of each period of insurance and pay any additional premium required.

2.4 Contracting Purchasers

If at the time of Damage the **insured** have contracted to sell their interest in any **building** and the purchase has yet to be completed when completion takes place the purchaser will be entitled to the benefit under this part provided always that the **property** is not otherwise insured.

2.5 Damage to Reputation

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

Provided always that:

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

2.6 Drains and Gutters

This part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent in cleaning or clearing drains, sewers or gutters following Damage to the **insured's property** or **property** for which the **insured** is legally responsible provided always that the **insurer's** liability any One Event will not exceed £10,000.

2.7 European Union and Public Authority Requirements (including Undamaged Property)

Subject to the following supplementary conditions this part in respect of **buildings** and **contents** includes the additional cost of reinstatement including demolition and site clearance incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Union legislation
- b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

hereinafter referred to as 'the Stipulations' in respect of **damage** to the **property** insured and undamaged portions thereof.

The **insurer** will not pay for:

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

Supplementary Conditions

1. The work of reinstatement must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the **insurer's** liability under this clause not being increased.
2. If the **insurer's** liability in respect of any item under this part apart from this clause is reduced by the application of any of the terms and conditions of this part then the **insurer's** liability under this clause will be reduced in like proportion.
3. The total amount recoverable under this clause will not exceed:
 - a) in respect of the **property** suffering Damage:
 - i) 15% of its sum insured
 - ii) where the sum insured under the item applies to **property** at more than one **premises** 15% of the amount for which the **insurer** would have been liable had the **property** insured under the item at the **premises** where the Damage has occurred been wholly destroyed

- b) in respect of undamaged portions of **property** other than foundations 15% of the total amount for which the **insurer** would have been liable had the **property** insured under the item at the **premises** where the Damage has occurred been wholly destroyed.

2.8 Fire Extinguishment Expenses

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

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

following Damage.

Provided always that the **insurer's** liability any One Event will not exceed £10,000.

2.9 Landscaped Gardens

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

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

Provided always that the **insurer's** liability any One Event will not exceed £10,000.

2.10 Metered Water

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

Provided always that:

- a) the amount payable in respect of any one **premises** is limited to such excess water charges resulting from accidental escape of water from pipes, apparatus or tanks in consequence of Damage
- b) the **insurer's** liability any One Event will not exceed £10,000.

2.11 Non-Invalidation

This insurance will not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to the **insured** provided always that the **insured** immediately on becoming aware give the **insurer** notice and pay an additional premium if required.

2.12 Reinstatement Basis

Subject to the following supplementary conditions the basis upon which the amount payable in respect of **buildings** and **contents** is to be calculated will be **reinstatement**.

Supplementary Conditions

1. The **insurer's** liability for the repair of partially damaged **property** will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this clause will be made:
 - a) unless **reinstatement** commences and proceeds without delay
 - b) until the cost of **reinstatement** has been incurred
 - c) if the **property** insured at the time of its Damage is insured by any other insurance effected by or on the **insured's** behalf which is not on the same basis of **reinstatement**.
3. All the terms and conditions of this part will apply:
 - a) in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
 - b) where claims are payable as if this clause had not been incorporated.
4. If at the time of **reinstatement** the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **property** covered under any item subject to this clause exceeds its sum insured at the commencement of any Damage the **insurer's** liability will not exceed that proportion of the amount of the Damage which the said sum insured bears to the sum representing the total cost of reinstating the whole of such **property** at that time.

2.13 Replacement of Locks

The **insurer** will indemnify the **insured** for the reasonable cost of replacement of locks at the **premises** made necessary by theft of keys from the **premises** or from the home of any adult person authorised to hold such keys but excluding the cost of replacing safe or strongroom locks where the keys have been left on the **premises** when closed for business and in no case exceeding the sum of £5,000 any One Event subject to an **excess** of £100 each and every loss.

2.14 Theft Damage to Buildings

The **insurer** will indemnify the **insured** for the cost of repair of **damage** to buildings which directly results from theft or attempted theft not otherwise excluded of the **property** insured where the **insured** is legally responsible for the cost of repairing such **damage** provided always that the **insurer's** liability any One Event will not exceed £25,000.

2.15 Trace and Access

In the event of **damage** resulting from escape of water or fuel oil if insured this part includes the reasonable costs and expenses necessarily incurred with the **insurer's** consent in locating the source of such **damage** and the subsequent making good of any **damage** caused provided always that the **insurer's** liability any One Event will not exceed £10,000.

2.16 Upgrading Sprinkler Installation

This part includes additional costs incurred following Damage to any automatic sprinkler installation in the event that on repair or reinstatement the **insurer** requires it to conform to the British Standard or European Code of Practice rules for Automatic Sprinkler Installations current at that time.

Provided always that:

- a) at the time of the Damage there is no existing requirement to upgrade the automatic sprinkler installation at the **premises** where the Damage occurred within a given time
- b) the work to upgrade the automatic sprinkler installation must be commenced and carried out without unreasonable delay and in any event must be completed within 12 months of the date from which the **insurer** notifies the **insured** of the requirement to upgrade the automatic sprinkler installation or such further period as the **insurer** may agree within the said 12 months
- c) no amount will be payable by the **insurer** until the cost of conforming with the prevailing British Standard or European Code of Practice rules for Automatic Sprinkler Installations has been incurred
- d) the **insurer's** liability any One Event will not exceed £50,000.

Section 3 – Special Provisions

1. Debris Removal

The insurance under each item on **buildings** and/or **contents** includes an amount in respect of reasonable costs and expenses necessarily incurred with the **insurer's** consent in:

- a) removing debris of
- b) dismantling or demolishing
- c) shoring up or propping
- d) boarding up
- e) weatherproofing

the **property** insured following Damage.

Provided always that:

- i) the amount payable in respect of any one item will not exceed in total its sum insured
- ii) the **insurer** will not pay for any costs or expenses:
 - 1) incurred in removing debris except from the site of such **property** suffering Damage and the area immediately adjacent to such site
 - 2) arising from pollution or contamination of **property** not insured under this part.

2. Designation

For the purposes of determining where necessary the heading under which any **property** is insured the **insurer** agrees to accept the designation in the **insured's** records.

3. Inadvertent Omissions

The **insured** having notified the **insurer** of the intention to insure all **property** within the **territorial limits** as insured under this part in which the **insured** has an interest and the **insured's** belief being that all such **property** is insured if any **property** is found to have been inadvertently omitted the **insurer** will deem it to be insured under the terms and conditions of this part subject to payment of the premium on all such **property** erected or purchased as from the inception of this part or from the date of the **insured's** interest in such **property**.

Provided always that the liability of the **insurer** at any one **premises** will not exceed £5,000,000.

4. Other Interests

It is agreed that various parties may have a legal interest in a portion of the **property** insured and the **insured** undertake to declare the name, nature and extent of any interest of such party at the time of Damage.

5. Professional Fees

The insurance under each item on **buildings** and **contents** includes an amount in respect of reasonable architects', surveyors', legal and consulting engineers' fees necessarily incurred in the reinstatement or repair of the **property** insured consequent upon its Damage but not for preparing any claim.

6. Temporary Loan

The insurance on **contents** includes **property** on temporary loan to the **insured** for which they are responsible up to a maximum value of £50,000 any One Event.

7. Temporary Removal

The following are insured while temporarily removed from the **premises** anywhere in the world including while in transit:

- a) deeds and other documents, manuscripts, plans and writings of every description and books but excluding computer system records and subject to a maximum liability of £10,000 any one loss
- b) photographic, scientific, audio-visual and similar equipment on field trips up to a maximum value of £10,000 any one trip and subject to a maximum value of £2,500 any one item
- c) other **contents** but excluding **stock** or goods in process of manufacture and subject to a maximum liability of £25,000 any One Event.

This special provision does not apply to:

- i) **property** in so far as it is otherwise insured
- ii) motor vehicles and motor chassis licensed for road use
- iii) **property** outside the **territorial limits** when not in use unless kept secure and out of sight
- iv) **property** in aircraft unless carried as hand luggage.

8. Theft of the Fabric of the Buildings Limitation

The **insurer's** liability in respect of **damage** caused by or consisting of theft or attempted theft of the fabric of any buildings at the **premises** will not exceed £25,000 any One Event.

9. Theft of Fixed Sports Equipment Limitation

The **insurer's** liability in respect of **damage** caused by or consisting of theft or attempted theft of fixed sports equipment at the **premises** will not exceed £2,500 any One Event.

10. Underinsurance

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

11. Workmen

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

Section 4 – Special Conditions

1. Automatic Fire Alarm Installations

In respect of any automatic fire alarm installation at the **premises** the **insured** will:

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

2. Automatic Sprinkler Installations

In respect of any automatic sprinkler installation at the **premises** the **insured** will:

- a) make a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit (except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted e.g. a ring circuit)
- b)
 - i) make a test once a week for the purpose of ascertaining the condition of:
 - 1) any connection with the public fire station, central fire alarm depot or public fire brigade control (unless the fire brigade has given a written undertaking to carry out this test)
 - 2) the relevant batteries

(Note: Where the circuit concerned is not continuously monitored test 1) must be made every working day)
 - ii) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the system referred to in i) above and to obtain from them following each inspection certification that it is in satisfactory working order
- c) make a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valves controlling the individual water supplies and the installation are fully open
- d) make tests each week for the purpose of ascertaining that any pump can be started both automatically and manually and that in respect of any diesel engine-driven pump the battery electrolyte level and density are correct and record the completion of these tests
- e) notify the **insurer** before any installation is rendered inoperative or immediately in the event of an emergency
- f) allow the **insurer** access to the **premises** at all reasonable times for the purpose of inspecting the sprinkler installation.

3. Firebreak Doors and Shutters

The **insured** will maintain any firebreak doors and shutters in their custody or control in efficient working order and such doors and shutters will be kept closed except during working hours.

4. Fire Extinguishing Appliances

Fire extinguishing appliances will be serviced and maintained under an annual service contract arranged by the **insured** with a competent service provider.

This part will not be invalidated as a result of any defect in any of the said appliances unknown to the **insured** or beyond the **insured's** control.

5. Security Precautions

- a) All protections will be fitted in accordance with the **insurer's** requirements and together with all other devices for the protection of the **property** insured will be kept in good order and put into full and effective operation when the **premises** are closed for **business** or are unattended.
- b) All keys including duplicate keys relative to the security of the **premises** will be removed from the secured **premises** whenever they are closed or unattended.
- c) Any intruder alarm system will be:
 - i) installed in accordance with the specification agreed by the **insurer** and no alteration or variation of the system or the procedures agreed with the **insurer** for police or any other response to any activation of the system or any structural alteration to the **premises** which would affect the system will be made without the written consent of the **insurer**
 - ii) maintained in full and effective working order at all times under a contract to provide both corrective and preventive maintenance with the installing company or such other company as approved by the **insurer** with no alteration being made thereto without the written consent of the **insurer**
 - iii) tested and set whenever the alarmed portion of the **premises** are closed or unattended by the **insured** or any person authorised by the **insured** to be responsible for the security of the **premises**
- d) Immediate advice will be given to the **insurer**:
 - i) of any notice from the police or a security organisation that the intruder alarm system signals will be disregarded
 - ii) of any notice from a local authority or a magistrate of any requirement imposed under the terms of the Environmental Protection Act 1990 or other legislation requiring modification of the intruder alarm system
 - iii) if the intruder alarm system cannot be returned to or maintained in full working order
- e) All keys to the intruder alarm system are removed from the **premises** when they are left unattended
- f) The **insured** maintains secrecy of codes for the operation of the intruder alarm system and no details of same are left on the **premises**
- g) The **insured** will appoint at least 2 keyholders and lodge written details (which must be kept up to date) with the alarm company and police
- h) In the event of notification of any activation of the intruder alarm system or interruption of the means of communication during any period that the intruder alarm system is set a keyholder will attend the **premises** as soon as reasonably possible.

6. Unoccupied Buildings

Immediately the **insured** become aware the **insured** will notify the **insurer** when any **building** becomes **unoccupied** or when an **unoccupied building** or a portion of it becomes occupied and the **insured** will:

- a) take immediate steps to effect such additions to or variations in the protections of the **property** insured as the **insurer** may require; and
- b) pay an additional premium or an increase in the **insured's excess** will be applied if required.

Immediately the **insured** become aware that any **building** is **unoccupied** the **insured** will:

- i) turn off all mains services except for the electricity supply to maintain any fire or intruder alarm system; and
- ii) completely drain the water system except that during the period 1 October to 1 April each year any central heating systems may be kept working at a minimum temperature of 5 degrees celsius. Where sprinkler systems are installed and water supplies must be maintained heating must be kept at a minimum temperature of 5 degrees celsius; and
- iii) arrange internal and external inspections of the **building** by an authorised representative, ensure such inspections are recorded and carried out at a frequency to be notified in writing by **the insurer** and remove all waste and repair all **damage** identified in the course of such inspections without delay; and
- iv) seal up all letter boxes and take steps to prevent accumulation of mail; and
- v) secure the **buildings** against unlawful entry by closing and locking doors and windows and setting any fire or intruder alarm systems.

Part B – business interruption

Section 1 – Special Definitions

Additional Expenditure

- a) Reasonable additional costs and expenses necessarily incurred in order to effectively continue administration and maintain services
- b) increased costs incurred for rent, rates, taxes, lighting, heating, cleaning and insurance due to the enforced occupation of temporary premises
- c) legal, clerical and other charges incurred in the replacement or restoration of deeds, plans, specifications, documents, books of account, card indexes and other office records

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

Estimated Gross Revenue

The amount declared by the **insured** to the **insurer** 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 12 months.

Gross Revenue

The money paid or payable to the **insured** for goods sold and services rendered in the course of the **business** at the **premises** excluding any grants or monies from central government or the Education Funding Agency.

Incident

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

Indemnity Period

The period beginning with the occurrence of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the **business** are affected.

Maximum Indemnity Period

The period stated in the schedule.

One Event

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

Standard Gross Revenue

The Gross Revenue during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period. Provision will be made for the trend of the **business** and for variations in or other circumstances either before or after the date of the Incident which affect the **business** or would have affected the **business** had the Incident not occurred and the figures adjusted to represent as nearly as reasonably practicable the results which would have been obtained during the relative period after the Incident if the Incident had not happened. Any adjustment implemented in current cost accounting will be disregarded.

Section 2 – Cover

In the event of any Incident during the period of insurance in consequence of which the **business** carried on by the **insured** at the **premises** be interrupted or interfered with the **insurer** will pay to the **insured** in respect of each item stated in the schedule the amount of loss arising from such interruption or interference.

Provided always that:

- a) at the time of the Incident there is in force an insurance covering the **insured's** interest in the **property** at the **premises** against such **damage** and that payment:
 - i) has been made or liability admitted therefor
 - ii) would have been made or liability admitted but for a proviso excluding liability for losses below a specified amount
- b) the **insurer's** liability under this part will not exceed:
 - i) the sum insured or any other limit of indemnity stated in the schedule at the time of the Incident
 - ii) the sum insured (or limit) remaining after deduction for any other interruption or interference consequent upon any Incident occurring during the same period of insurance unless the **insurer** has agreed to reinstate the sum insured (or limit).

Item 1 – Additional Expenditure

The **insurer** will pay the amount of any Additional Expenditure except that relating to computer or data processing systems for the sole purpose of avoiding or diminishing the interruption of or interference with the **business** which but for the expenditure would have taken place during the Indemnity Period in consequence of the Incident.

Item 2 – Loss of Gross Revenue and Increase in Cost of Working

The amount payable as indemnity will be:

- a) in respect of loss of Gross Revenue: the amount by which the Gross Revenue during the Indemnity Period falls short of the Standard Gross Revenue in consequence of the Incident
- b) in respect of increase in cost of working: the reasonable additional expenditure necessarily 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 Incident but not exceeding the amount of reduction in Gross Revenue thereby avoided

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

2.1 Automatic Reinstatement of Sum insured

In the absence of written notice by the **insurer** or the **insured** to the contrary this insurance will not be reduced by the amount of any loss in consideration of which the **insured** will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance provided always that the **insured** take immediate steps to effect such additions to or variations in the protections of the **property** insured under part A of this policy as the **insurer** may require.

Section 3 – General Extensions

Any loss as insured under each item of this part resulting from interruption of or interference with the **business** at the **premises** in consequence of the contingencies described under this section will be deemed to be an Incident provided always that after the application of all other terms and conditions of this part the **insurer's** liability under each extension will not exceed its stated limit or the sum insured under the relevant item stated in the schedule whichever is the lesser.

3.1 Action of Competent Authorities

Action by the police or other competent local, civil or military authority following a danger or disturbance (including but not limited to bomb threat hoax or actual) within or within one mile of the **premises** where access to the **premises** is prevented.

Provided always that:

- a) there will be no liability for loss resulting from interruption of or interference with the **business** during the first 12 hours of the Indemnity Period
- b) for the purposes of this extension 'Indemnity Period' will mean the actual period for which access to the **premises** is denied in consequence of the Incident during which the results of the **business** are affected but not exceeding the Maximum Indemnity Period
- c) the Maximum Indemnity period will mean one month
- d) the limit in respect of each item stated in the schedule is £25,000 any One Event.

3.2 Loss of Attraction

Damage to **property** in the vicinity of the **premises** causing loss of custom to the **insured** due to loss of amenities in the immediate vicinity of the **premises** whether the **premises** or **contents** are damaged or not.

Provided always that:

- a) there is an identifiable reduction in the **insured's business** solely in consequence of the Incident
- b) there will be no liability for loss resulting from interruption of or interference with the **business** during the first 12 hours of the Indemnity Period
- c) this extension does not cover any loss following obstruction by storm, flood or snow
- d) the Maximum Indemnity Period will mean 3 months
- e) the limit in respect of each item stated in the schedule is £25,000 any One Event.

3.3 Notifiable Diseases and other Health Risks, Murder, Suicide or Rape

Loss resulting from:

- a)
 - i) any occurrence of a Notifiable Disease at the **premises** or attributable to food or drink supplied from the **premises**
 - ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Notifiable Disease
 - iii) any discovery of a Notifiable Disease within 10 miles radius of the **premises**

b) the discovery of vermin or pests at the **premises**

c) any accident causing defects in the drains or other sanitary arrangements at the **premises**

which causes restrictions on the use of the **premises** on the order or advice of the competent local authority

- d) any occurrence of murder, suicide or rape at the **premises**.

Supplementary Provisions

- i) 'Notifiable Disease' will mean illness sustained by any person resulting from:
- 1) food or drink poisoning
 - 2) one of the following specified human infectious or human contagious diseases:
 - Acute encephalitis
 - Acute poliomyelitis
 - Anthrax
 - Bubonic Plague
 - Cholera
 - Diphtheria
 - Dysentery
 - Legionellosis
 - Legionnaires Disease
 - Leprosy
 - Leptospirosis
 - Malaria
 - Measles
 - Meningitis
 - Meningococcal Infection
 - Mumps
 - Ophthalmia neonatorum
 - Paratyphoid fever
 - Rabies
 - Relapsing fever
 - Rubella
 - Scarlet fever
 - Smallpox
 - Tetanus
 - Tuberculosis
 - Typhoid fever
 - Typhus fever
 - Viral hepatitis
 - Viral haemorrhagic
 - Whooping cough
 - Yellow fever
- an outbreak of which the competent local authority has stipulated will be notified to them.
- ii) For the purposes of this extension:
- 1) 'Indemnity Period' will mean the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied or in the case of d) above with the date of the occurrence and ending not later than the Maximum Indemnity Period thereafter.
 - 2) 'Maximum Indemnity Period' will mean 3 months.
- iii) In the event that this part includes an extension or additional cover which deems loss at other locations to be loss at the **premises** such extension or additional cover will not apply to this extension.
- iv) The **insurer** will not be liable under this extension for:
- 1) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against the **insured** or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment thereto
 - 2) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.
- v) The **insured** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- vi) The **insured** will notify the **insurer** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications thereof or re-enactment thereto.
- vii) The **insurer** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident under this part.
- viii) The limit in respect of each item stated in the schedule is £100,000 any One Event.

3.4 Public Utilities and Denial of Access

Damage to **property** at the undernoted situations within the **territorial limits**:

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

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

- e) in the vicinity of the **premises** which prevents or hinders the use of or access to the **premises** excluding **damage to property** of any supply undertaking which prevents or hinders the supply of services by any electricity, gas, water or telecommunications undertaking to the **premises**.

The limit in respect of each item stated in the schedule is £1,000,000 any One Event.

3.5 Transit

Damage to **property** belonging to the **insured** while in transit by road, rail or inland waterway within the **territorial limits** excluding any loss arising from delay or loss of use of the conveying road or rail vehicle or waterborne craft.

The limit is £25,000 any One Event.

Section 4 – Special Provisions

1. Alternative Trading

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

2. Professional Accountants Fees

Any details contained in the **insured's** business books required by the **insurer** for the purpose of investigating or verifying any claim may be produced by professional accountants' if at the time they are regularly acting as such for the **insured** and their report will be prima facie evidence of the details to which such report relates.

The **insurer** will pay to the **insured** the reasonable charges payable to its professional accountants for producing any particulars or details contained in the **insured's** accounts or other documents which may be required by the **insurer** under the conditions of this part for the purpose of investigating or verifying any claim provided always that the total amount payable does not exceed any sum insured or limit of liability.

3. Renewal Declaration

Prior to each renewal the **insured** will provide the **insurer** with the Estimated Gross Revenue applicable to the items stated in the schedule for the financial year most nearly concurrent with the ensuing year of insurance.

4. Value Added Tax

To the extent that the **insured** is accountable to the tax authorities for Value Added Tax all terms in this part will be exclusive of such tax.

Optional Extensions

The following extensions only apply if so stated in the schedule.

1. Essential Personnel

The insurance under this part includes Additional Expenditure incurred by the **insured** for the sole purpose of avoiding or diminishing any interruption of or interference with the **business** at the **premises** during the Indemnity Period in consequence of any **employee** sustaining Bodily Injury in the course of the **business** during the period of insurance which results in their death or which in the **insurer's** Medical Officer's opinion will in all likelihood result in permanent total inability to attend to their usual activities in the **business**.

For the purposes of this extension:

- a) 'Bodily Injury' will mean accidental injury excluding sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause
- b) 'Indemnity Period' will mean the period beginning with the date of the accident causing death or Bodily Injury during and ending not later than the expiry of the Maximum Indemnity Period thereafter during which period the results of the **business** are affected
- c) 'Maximum Indemnity Period' will mean 3 months.

The **insurer's** liability under this extension will not exceed £25,000 any One Event.

2. Lottery Extension

The insurance under this part includes Additional Expenditure incurred by the **insured** for the sole purpose of avoiding or diminishing any interruption of or interference with the **business** at the **premises** during the Indemnity Period resulting from one or more **employees** terminating their employment in direct consequence of their receiving a monetary win from participation in the United Kingdom National Lottery, EuroMillions Lottery, Irish National Lottery or National Savings and Investment Premium Bonds prize draws or United Kingdom National Football Pools where the amount won is in excess of £100,000 per individual **employee**.

Provided always that:

- a) this extension will only apply if one or more **employees** resign from their employment with the **insured** within 14 days of the date of the monetary win
- b) for the purposes of this extension:
 - i) 'Indemnity Period' will mean the period beginning with the date of the occurrence of the monetary win and ending not later than the expiry of the Maximum Indemnity Period thereafter during which period the results of the **business** are affected
 - ii) 'Maximum Indemnity Period' will mean 3 months.

The **insurer's** liability under this extension will not exceed £25,000 any One Event.

Part C – works in progress – ‘all risks’

Section 1 – Special Definition

Damage

Damage to the **property** insured shown in section 2 and stated in the schedule resulting from a cause not otherwise excluded.

Section 2 – Property Insured

The **property** insured comprises:

- a) works in progress comprising new **buildings** in course of erection and alterations or additions to existing **buildings** including unfixed goods and materials on or adjacent to the site for incorporation therein all the **insured’s** property or for which the **insured** is legally responsible but excluding any temporary buildings, plant, machinery, tools and equipment the property of any contractor or subcontractor or for which they are responsible. The **insurer’s** liability in respect of any single works in progress contract will not exceed the amount stated in the schedule as the limit of any one contract
- b) existing **buildings** and their **contents** insured under part A but only during the period in which the **buildings** are undergoing alterations or additions including any agreed period for maintenance or making good defects.

Section 3 – Cover

In the event of Damage to the **property** insured during the period of insurance the **insurer** will pay to the **insured** the value of the **property** at the time of its loss or destruction or the amount of such Damage or at the **insurer’s** option replace, reinstate or repair the **property** or any portion of it.

Provided always that the liability of the **insurer** under this part will not exceed:

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

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

3.1 European Union and Public Authority Requirements (including Undamaged Property)

Subject to the following supplementary conditions this part in respect of **buildings** and **contents** includes the additional cost of reinstatement incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Union legislation
- b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

hereinafter referred to as ‘the Stipulations’ in respect of **damage** to the **property** insured and undamaged portions thereof.

The **insurer** will not pay for:

- i) the cost incurred in complying with the Stipulations:
 - 1) in respect of **damage** not insured under this part
 - 2) under which notice has been served upon the **insured** prior to the happening of the Damage
 - 3) for which there is an existing requirement which has to be implemented within a given period
- ii) the additional cost that would have been required to make good the **property** suffering Damage to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by its owner by reason of compliance with the Stipulations.

Supplementary Conditions

1. The work of reinstatement must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the **insurer's** liability under this clause not being increased.
2. If the **insurer's** liability in respect of any item under this part apart from this clause is reduced by the application of any of the terms and conditions of this part then the **insurer's** liability under this clause will be reduced in like proportion.
3. The total amount recoverable under this clause will not exceed:
 - a) in respect of the **property** suffering Damage:
 - i) 15% of its sum insured
 - ii) where the sum insured under the item applies to **property** at more than one **premises** 15% of the amount for which the **insurer** would have been liable had the **property** insured under the item at the **premises** where the Damage has occurred been wholly destroyed
 - b) in respect of undamaged portions of **property** other than foundations 15% of the total amount for which the **insurer** would have been liable had the **property** insured under the item at the **premises** where the Damage has occurred been wholly destroyed.

3.2 Expediting Expenses

This part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent in effecting temporary repair and of expediting permanent repair including overtime working and the use of rapid transport provided always that the cost does not exceed 50% of the cost of repair had such cost not been incurred.

3.3 Indemnity to Other Persons

The **insurer** agrees that:

- a) all interest in this part will be vested jointly in the **insured** and any contractor employed by the **insured** to undertake the works in progress as stated in the schedule
- b) any rights or remedies to which the **insurer** may become entitled or subrogated upon paying for or making good any Damage will not be pursued against any nominated subcontractor or domestic subcontractor in any period from commencement of to the issue of a certificate of practical completion for the subcontract works.

This waiver does not apply to:

- i) Damage caused other than by fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, earthquake, storm, flood or escape of water from any tank, apparatus or pipe
- ii) domestic subcontractors in so far as the Damage extends to existing **buildings** or their **contents**.

Section 4 – Special Exclusions

This part does not cover:

1. Completed Work

Damage to work for which a certificate of practical completion has been issued

2. Defective Design

the cost of reinstating or repairing:

- a) any work executed or any site materials suffering **damage** as a result of its own faulty or defective design, materials, plans, specification, faulty or defective workmanship or operational error or omission or other work executed which suffers **damage** in consequence thereof where such work relied for its support or stability on work which is defective
- b) **property** which is defective due to wear and tear, obsolescence, deterioration, rust or mildew

3. Fines or Penalties

any fine or penalty for non-completion, non-compliance or delay

4. Unexplained Losses

damage caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information or shortages due to error or omission.

Section 5 – Special Provisions

1. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this part is not enforceable by any third party.

2. Debris Removal

The insurance under each item on works in progress includes an amount in respect of reasonable costs and expenses necessarily incurred with the **insurer's** consent in:

- a) removing debris of
- b) dismantling or demolishing
- c) shoring up or propping
- d) boarding up
- e) weatherproofing

the **property** insured following Damage.

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

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

3. Professional Fees

The insurance under section 2a) includes an amount in respect of reasonable architects', surveyors', legal and consulting engineers' fees necessarily incurred in the reinstatement or repair of the **property** insured consequent upon its Damage but not for preparing any claim.

Provided always that the amount payable will not exceed in total its sum insured.

Section 6 – Special Condition

1. Joint Code of Practice

The **insured** undertake to comply with The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation dated May 1992 or any subsequent amendment to or revised edition thereof current at inception of any period of insurance (hereinafter referred to as 'The Joint Code').

The Joint Code will only apply to the works in progress where any original individual contract price is £5,000,000 or more. For the purpose of paragraph 6.3 of The Joint Code if the individual estimated works in progress contract price exceeds £20,000,000 it will be regarded as a large project.

The **insurer's** appointed representative will have the right at all reasonable times to enter and inspect the contract site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code.

If the **insurer** becomes aware of a breach of The Joint Code the **insurer** may inform the main contractor's site management of the nature of the breach specifying the remedial measures the **insurer** requires (hereinafter referred to as 'the Remedial Measures') and the period within which these must be completed.

Where the **insurer** considers such a breach is of sufficient importance the **insurer** may confirm the same by notice in writing to the **insured** (herein referred to as 'Notice'). Such Notice will be given by special delivery mail, facsimile transmission or by hand. Under the terms of this or any subsequent Notice the **insurer** may suspend or cancel cover at the contract site concerned from the date stated in the Notice not being a date earlier than the date named for completion of the Remedial Measures it being understood that upon suspension cover will be reinstated when the **insurer** is satisfied that the Remedial Measures have been completed.

Exclusions to parts A, B and C

Parts A, B and C do not cover:

1. Changes in Environment or Mechanical or Electrical Breakdown

damage or **business interruption** caused by or consisting of:

- a) corrosion, erosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, mould, dryness, vermin or insect, marring, scratching
- b) change in temperature, colour, flavour, texture or finish

damage or **business interruption** consisting of:

- c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of associated steam and feed piping in connection therewith
- d) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates

but this will not exclude:

- i) such **damage** to **property** or **business interruption** not otherwise excluded which itself results from a **defined peril** or from any other accidental **damage**
- ii) subsequent **damage** to **property** or **business interruption** which itself results from a cause not otherwise excluded

2. Collapse or Cracking

- a) **damage** to a **building** or structure caused by its own collapse or cracking
- b) **business interruption** resulting from **damage** to a **building** used by the **insured** at the **premises** caused by its own collapse or cracking

unless resulting from a **defined peril** in so far as it is not otherwise excluded

3. Consequential Loss

in respect of parts A and C consequential loss of whatsoever nature except loss of rent if insured

4. Deliberate Act of Service Suppliers

damage or **business interruption** caused by the deliberate act of a supplier in withholding water, gas, electricity, fuel or telecommunications services but this will not exclude:

- a) such **damage** or **business interruption** not otherwise excluded which itself results from a **defined peril** or from any other accidental **damage**
- b) subsequent **damage** or **business interruption** which itself results from a cause not otherwise excluded

5. Depreciation, Gradually Operating Changes and Faulty or Defective Design or Workmanship

damage or business interruption caused by or consisting of:

- a) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in water table level
- b) faulty or defective design or materials
- c) faulty or defective workmanship, operational error or omission on the part of the **insured** or any **employee**
- d) the bursting of a boiler, economiser, vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **insured** other than:
 - i) in respect of part A: a boiler used for domestic purposes only
 - ii) in respect of part B: any boiler or economiser on the **premises** or a boiler used for domestic purposes only

but this will not exclude subsequent **damage** to **property** or **business interruption** which itself results from a cause not otherwise excluded

6. Electronic Risks

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

7. Erasure of Records

business interruption arising directly or indirectly from:

- a) erasure, loss, distortion or corruption of information on computer systems or other records, programs or software caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons
- b) other erasure, loss, distortion or corruption of information on computer systems or other records programs or software unless resulting from a **defined peril** in so far as it is not otherwise excluded

8. Excesses

in respect of Parts A and C an **excess** arising from the undernoted causes applying to each and every loss at each and every separate **building** at the **premises** the amount of which is stated in the schedule.

Part A:

- 1) theft
- 2) subsidence, ground heave and landslip
- 3) any other cause excepting fire, lightning, explosion, aircraft, riot and civil commotion and earthquake

Part C:

- 1) theft and malicious persons
- 2) subsidence, ground heave and landslip
- 3) any other cause except fire, lightning, explosion, aircraft, riot and civil commotion and earthquake

9. Fraud or Dishonesty

damage or **business interruption** caused by or consisting of acts of fraud or dishonesty but this will not exclude such **damage** or **business interruption** which itself results from a cause not otherwise excluded

10. Jewellery and Other Valuables, Collectables and Objets D'art

- a) in respect of parts A and C **damage** to jewellery, precious stones or metals, bullion, medals, furs, curiosities, works of art or rare books
- b) glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects
- c) in respect of part B loss resulting from **damage** to **property** described in a) above

other than such **damage** to **property** or **business interruption** caused by or resulting from a **defined peril** in so far as it is not otherwise excluded

11. Moveable Property in the Open

damage or **business interruption** in respect of moveable **property** in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust

12. Pollution or Contamination

damage to **property** caused by or **business interruption** resulting from pollution or contamination but this will not exclude **damage** to **property** insured or **business interruption** not otherwise excluded caused by:

- a) pollution or contamination which itself results from a **defined peril**
- b) a **defined peril** which itself results from pollution or contamination

13. Processes

damage or **business interruption**:

- a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- b) (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, repair or adjustment

14. Property Excluded

in respect of parts A or B unless specifically mentioned as insured:

- a) buildings or structures in course of construction or erection, alteration, addition or improvement and materials or supplies in connection therewith
- b) land, piers, jetties, culverts or excavations
- c) livestock
- d) trees, shrubs, plants or turf other than when incorporated as part of the structure of the **buildings**

- e) motor vehicles licensed for road use including their accessories thereon, caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or spacecraft
- f) **computer equipment**

15. Property More Specifically Insured

any **property** more specifically insured

16. Subsidence, Ground Heave or Landslip and Normal Settlement

damage or **business interruption** caused by or consisting of:

- a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- b) normal settlement or bedding down of new structures

17. Theft

damage caused by or consisting of or **business interruption** arising from theft or attempted theft:

- a) of **contents** unless involving forcible and violent entry to or exit from any building at the **premises** (except where entry is gained by the threat of or actual personal violence to any **employee**)
- b) involving any person lawfully in or on the **premises**
- c) involving the **insured** or an **employee**
- d) of **property** in the open but this exclusion d) will not apply in respect of the fabric of the buildings at the **premises**
- e) of beer, wines, spirits, cigarettes and tobacco
- f) of token or coin-operated amusement machines or their contents
- g) of **money**

18. Unexplained Losses

damage caused by or consisting of or **business interruption** arising directly or indirectly from disappearance, unexplained or inventory shortage, misfiling or misplacing of information or shortages due to error or omission

19. Unoccupied Buildings

damage or **business interruption** caused by:

- a) freezing
- b) escape of water from any tank, apparatus or pipe
- c) malicious persons (other than by fire or explosion) not acting on behalf of or in connection with any political organisation

in respect of any **unoccupied** building.

Endorsements

Applicable only where so stated in the schedule.

1. Index-Linking

The sum insured in respect of each of the items stated under part A in the schedule will be adjusted monthly in line with the indices selected by the **insurer**. At each renewal the premium will be calculated on the adjusted sum insured.

2. Basement Storage

It is a condition precedent to the liability of the **insurer** that all items in store, materials in trade and library books kept in any cellar, basement or sub-basement will be kept on racks or shelves at least 30cm above floor level.

3. Water Installation

It is a condition precedent to the liability of the **insurer** that heating is kept at a minimum of 5 degrees Celsius throughout the period 1 October to 1 April each year or a frost thermostat is fitted to the exterior of the **premises** and connected to the boiler unless the pipes are adequately lagged to prevent freezing.

4. Day One Basis (Non-Adjustable)

The following **special definition** and declaration conditions apply in respect of the items stated in the schedule under part A:

Special Definition

Declared Value

The **insured's** assessment of the cost of **reinstatement** of the **property** insured at the level of costs applying at the inception of each period of insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the item provides due allowance for:

- a) the additional cost of reinstatement to comply with European Union and public authority requirements
- b) professional fees
- c) debris removal costs.

Declaration Conditions

1. The **insured** having stated in writing the Declared Value (stated in brackets below the sum insured) for each of the said items the premium has been calculated accordingly.
2. At the inception of each period of insurance the **insured** will notify the **insurer** of the Declared Value of the **property** by each of the items. In the absence of such declaration the last amount declared by the **insured** will be taken for the ensuing period of insurance.
3. The following wording replaces supplementary condition 4 of clause 2.12:
 4. If at the time of the loss the Declared Value of the **property** covered by an item is less than the cost of **reinstatement** at the inception of the period of insurance then the **insurer's** liability for any loss will be limited to the proportion which the Declared Value bears to such cost of **reinstatement**.
4. Where claims are payable as if clause 2.12 had not been incorporated all the terms and conditions of this part will apply except that the sums insured will be limited to the percentage stated in the schedule of each Declared Value.

4a Day One Basis (Adjustable)

Applicable to part A only.

The following declaration conditions are added to endorsement 4.

5. The premium on each of the said items is provisional. On expiry of each period of insurance the premium will be adjusted by 50% of the difference between:
 - a) the provisional premium at the commencement of the period; and
 - b) the premium calculated at the terms which have been applied during the period under adjustment based on the Declared Value for the subsequent period of insurance.
6. For the purpose of paragraph 5 of this endorsement only:
 - a) if this part or any item thereof is cancelled or not renewed the **insured** will provide the Declared Value of the said items but at the level of costs applying at the date of cancellation or expiry
 - b) where **property** has not been reinstated following **damage** the **insured** will provide the Declared Value as though the **property** had not been lost destroyed or damaged
 - c) where the Declared Value is not submitted to the **insurer** an additional premium will become payable as defined in the schedule.
7. The insurance under each of the said items includes in so far as the same are not otherwise insured:
 - a) any newly-acquired or newly-erected **buildings**, machinery and plant
 - b) alterations, additions and improvements to **buildings**, machinery and plant
anywhere in the **territorial limits** for an amount not exceeding the sum stated in the schedule at any one situation. Any other extension to the said items of this part relating to capital additions as defined in a) and b) above is cancelled.

5. Drink and Tobacco

Notwithstanding exclusion 18 e) of exclusions to parts A, B and C this insurance hereby includes beer, wines, spirits, cigarettes and tobacco for the sum insured stated in the schedule.

6. Extended Theft Cover

Exclusion 17 of exclusions to parts A, B and C is amended to read as follows:

damage caused by or consisting of or **business interruption** arising from theft or attempted theft:

- a) involving the **insured** or any **employee**
- b) of **property** in the open but this exclusion b) will not apply in respect of the fabric of the buildings or fixed sports equipment at the **premises**
- c) from portable or demountable buildings and structures of similar construction
- d) of token or coin-operated amusement machines or their contents
- e) of beer, wines, spirits, cigarettes and tobacco
- f) of **money**.

7. Subsidence, Ground Heave or Landslip

Exclusion 16 of exclusions to parts A, B and C is amended to read as follows:

damage or **business interruption** caused by or consisting of subsidence or ground heave of any part of the site on which the building stands or landslip

- a) in respect of yards, car parks, roads, pavements, walls, gates and fences unless a building insured under part A is also affected
- b) resulting from:
 - i) the normal settlement or bedding down of new structures
 - ii) the settlement or movement of made-up ground
 - iii) coastal or river erosion
 - iv) defective design or workmanship or the use of defective materials
 - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- c) which commenced prior to the inception of this cover
- d) occurring as a result of demolition, construction, structural alteration or repair of any **property** or groundworks or excavation at the **premises**.

Special Condition

The **insurer's** liability will be avoided if the risk of **damage** or **business interruption** is increased by reason of demolition, groundworks, excavation or construction being carried out on any adjoining site unless admitted by the **insurer** in writing.

8. Deductible

A. Loss

The **insurer** will not be liable for the amount of any deductible stated in the schedule in respect of each and every loss at each separate **building** at the **premises** as ascertained after the application of all other terms and conditions of the relevant parts including **average**.

B. Event

The **insurer** will not be liable for the amount of the deductible stated in the schedule in respect of the total of all losses arising from any one occurrence as ascertained after the application of all other terms and conditions of the relevant parts including **average**.

For losses attributed separately to, caused by or resulting from earthquake, storm, flood or escape of water from any tanks, apparatus or pipes an occurrence means any separate period of 72 consecutive hours during the currency of this part.

C. Annual Aggregate

If during the annual period of insurance the aggregate of the amounts borne by the **insured** under the terms of A or B above exceed the amount stated in the schedule the **insurer** will pay any excess amount. All losses to be taken into account in arriving at the aggregate figure will be notified to the **insurer**.

D. Annual Aggregate Non-Ranking

If during the annual period of insurance the aggregate of the amounts borne by the **insured** under the terms of A and B above less the **non-ranking deductible** exceed the Annual Aggregate Limit stated in the schedule such excess amount less the amount of the non-ranking deductible stated in the schedule will be payable hereunder. All losses to be taken into account in arriving at the aggregate figure will be notified to the **insurer**.

E. Aggregate Non-Ranking

The **insured** will be responsible for all losses in each separate period of insurance up to the amount stated in the schedule. If this less the **non-ranking deductible** is exceeded the **insurer** will pay any excess amount less the **non-ranking deductible**. All losses to be taken into account in arriving at the aggregate figure will be notified to the **insurer**.

Part D – money

Section 1 – Special Definitions

Assault

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

Bodily Injury

Accidental injury excluding illness, disease or any naturally occurring condition or degenerative process or any gradually operating cause.

Non-Negotiable Money

Any crossed cheque, crossed bankers' or giro draft, crossed money order, crossed postal order and premium savings bond.

Person Insured

Any person aged between 16 and 69 years inclusive excluding:

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

Usual Occupation

The occupation of the Person Insured as shown in the **insured's** records at the date of sustaining Bodily Injury.

Weekly Earnings

The gross average weekly earnings of the Person Insured from the **insured** during the 52 weeks preceding the date of sustaining Bodily Injury.

Section 2 – Cover

In the event of physical loss of **money** from a cause not otherwise excluded arising during the period of insurance the **insurer** will pay the **insured** the amount of such loss not exceeding any limit stated in the schedule.

2.1 Damage to Property

This part includes **damage** as a direct result of theft or attempted theft of **money** to:

- a) clothing or personal effects and money belonging to any **employee** not exceeding £500 in respect of any one **employee**
- b) any franking machine, safe, strongroom or security case, bag, money belt or waistcoat, cash carrying case or similar cash carrying device designed for the safe carriage of **money** up to the reinstatement cost.

2.2 Personal Injury

If during the period of insurance any Person Insured sustains Bodily Injury by Assault arising from theft or attempted theft of **money** as a result of which death or disablement occurs independently and exclusively of any other cause within 24 months of sustaining such Bodily Injury the **insurer** will pay the **insured** the sum stated in the table of benefits.

Table of Benefits

1. Death, loss of limb or loss of sight	£10,000
2. Permanent total disablement other than stated in 1. above from engaging in Usual Occupation	£10,000
3. Temporary disablement from engaging in Usual Occupation for a maximum period of 104 weeks from date of disablement.	Weekly Earnings up to £100 per week.

Provided always that:

- no benefit will be payable if there is another personal accident policy operative in respect of the same injury
- no benefit will be payable until the whole amount has been ascertained and agreed
- if the **insurer** is satisfied that the disability is permanent benefit 2. will become payable when benefit 3. is exhausted
- the **insurer** will not pay under more than one of 1. or 2. above.

2.3 Replacement Safe or Strongroom Keys

This part includes the reasonable cost not exceeding £5,000 of replacing safe or strongroom locks made necessary by theft of keys from the **premises** or from the home of any adult authorised to hold such keys but excluding such cost where the keys have been left on the **premises** while closed for business or unattended.

This clause will not apply where part A clause 2.13 is operative.

Section 3 – Special Exclusions

This part does not cover any loss of **money**:

1. Cash Dispensers

from any automated teller machine or cash dispenser unless otherwise stated in the schedule

2. Employee Dishonesty

due to fraud or dishonesty on the part of any **employee** but this exclusion will not apply to loss arising from fraud or dishonesty which is discovered within 72 hours

Provided always that:

- such loss is not recoverable under a fidelity, employee dishonesty or similar policy of insurance
- the **insurer's** liability will not exceed the amount stated in the schedule against item 2 c) i)

3. Error or Omission

arising from error or omission in receipts, payments or accounting practice

4. Machines

in excess of £250 from equipment operated by bank note, coin or token

5. Malfunction of Machine

resulting from gradual deterioration, mechanical or electrical defects, breakdown or malfunction of any franking, dispensing or similar machine

6. Security Company

in the custody and control of a security company or similar organisation except for the amount of any loss which cannot be recovered from the security company or similar organisation by legal means but not exceeding the relevant limit stated in the schedule

7. Transit by Post

in the mail other than sent by special delivery

8. Unattended Vehicles

in excess of £100 from an unattended vehicle

9. Excess

This part does not cover the amount of the **excess** stated in the schedule. Unless stated otherwise the **excess** will apply to each and every loss.

Section 4 – Special Conditions

1. Accompaniment

The **insurer** will not be liable for any loss of **money** in transit unless accompanied by persons aged 16 years or over as follows:

Amount Carried	Minimum Number of Persons
Up to £2,500	1
over £2,500 and up to £5,000	2
over £5,000 and up to £10,000	3

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

2. Security of Safe and Strongroom Keys and Combination Codes

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

- a) such safe or strongroom will be securely locked
- b) any key and record of a code to such safe or strongroom will be removed from the **premises** or kept on the person of an authorised **governor** or **employee**.

Part E – public liability

Section 1 – Special Definitions

Clean Up Costs

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

Costs and Expenses

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

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

Employee

Any natural person who is:

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

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

Enforcing Authority

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

Financial Loss

Loss or damage other than arising from Injury or **damage** to **property**.

Geographical limits

- a) The **territorial limits**
- b) anywhere in the world in respect of work carried out during temporary visits by any **governor**, Employee or pupil normally resident in and travelling from the **territorial limits**
- c) anywhere in the world in respect of Products supplied in or from the **territorial limits** other than the United States of America, Canada and any territory under their jurisdiction.

Injury

Bodily injury, illness or disease (including death).

Pollution or Contamination

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

Products

Goods or anything including, packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by the **insured** or on the **insured's** behalf in the **business**.

Remediation

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

Section 2 – Cover

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

- a) accidental Injury to any person other than an Employee
- b) accidental **damage** to **property**
- c) the provision of first aid treatment by an Employee to any person
- d) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy, accidental interference with any right of air, light, water or way, wrongful interference with goods
- e) wrongful arrest or false imprisonment

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

Provided always that in respect of c) the Employee is not entitled to indemnity under any other insurance.

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

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

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

2.1 Contingent Motor Liability

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

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

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

2.2 Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided always that:

- a) the **insurer's** liability under this clause will not exceed the limit of indemnity stated in the schedule. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will apply only to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the **insured**
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability:
 - i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - 2) the Food Safety Act 1990 or any regulations made thereunder
 - 3) the Consumer Protection Act 1987 or any regulations made thereunder

- iv) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

2.3 Costs of Criminal Proceedings

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

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

occurring during the period of insurance in the **business** including legal costs and expenses incurred with the **insurer's** prior consent in any appeal against conviction arising from such proceedings. Where the **insurer** has provided an indemnity under this clause the **insurer** will also provide an indemnity against costs of prosecution awarded against the **insured** and at the **insured's** request any **governor**, Employee or pupil in respect of the same proceedings.

Provided always that this indemnity will not apply to:

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

2.4 Court Attendance Costs

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

2.5 Damage to Reputation

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

Provided always that:

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

2.6 Data Protection Act

The **insurer** will also indemnify the **insured** in respect of the **insured's** legal liability under Section 13 of the Data Protection Act 1998 in connection with personal data as defined in the said Act held by the **insured**.

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

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

2.7 Defective Premises Act 1972

The **insurer** will also indemnify the **insured** in respect of the **insured's** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the **insured**.

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

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

2.8 Environmental Clean Up Costs

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

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the period of insurance

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

- b) the **insurer's** liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule

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

2.9 Financial Loss

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for Financial Loss arising as a result of a negligent act or accidental error or accidental omission committed or alleged to have been committed within the Geographical Limits by an Employee in the normal execution of their duties for the **business** occurring during the period of insurance or within 3 years prior to the inception of this part.

In addition to the limit of indemnity the **insurer** will pay Costs and Expenses.

The **insurer** will not pay for Financial Loss:

- a) which arises out of any contract, agreement, warranty, collateral warranty or guarantee other than where:
 - i) the contract is with a private individual and relates to the provision of education to that individual
 - ii) the contract is with another education establishment and relates to the provision of education by the **insured** on behalf of that establishment to a private individual registered with that establishment provided always that the **insurer** will not be liable for Financial Loss arising under a contract or agreement entered into by that other establishment with a private individual which would not have attached in the absence of the contract or agreement
 - iii) in tort including negligence or breach of statutory duty to any person with whom the **insured** has contracted where such liability arises under contract except where such liability is wider or more extensive than the **insured's** contractual liability to such persons
- b) arising from Products
- c) arising from libel, slander, defamation, malicious falsehood or injurious falsehood.

2.10 Indemnity to other Persons

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

- a) any **governor**
- b) any Employee
- c) any pupil
- d) any member of the Appeals Committee
- e) any principal for whom the **insured** is or has been carrying out work but only to the extent required by the contract for the work

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

Provided always that:

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

2.11 Joint Liabilities

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

2.12 Legionella

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

Provided always that:

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

Special exclusion 8 will not apply to this clause.

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

2.13 Personal Liability

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

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

Provided always that:

- i) this will not apply to liability more specifically insured under any other insurance; and
- ii) any person indemnified will as though they were the **insured** fulfil and be subject to the terms and conditions of this part; and

- iii) the **insurer** will not be liable:
- 1) unless the **insurer** has the sole conduct and control of all claims
 - 2) where liability attaches because of a contract or agreement and which would not otherwise have attached
 - 3) where liability arises from any employment, business, profession or trade
 - 4) where liability arises from the ownership, occupation, possession or use of any land, building, motor vehicle, caravan, watercraft or aircraft.

Section 3 – Special Exclusions

This part does not cover:

1. Aircraft Products

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

2. Airports

Injury, **damage** or Financial Loss arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by the **insured**

3. Asbestos

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

4. Exports to the USA or Canada

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

5. Foreign Operations

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

6. Liquidated or Punitive Damages

any amount in respect of:

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

7. Motor

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

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

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

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

8. Pollution or Contamination

liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

9. Professional Liability, Errors and Omissions

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

10. Property Damage and Defective Work

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

11. Property Held in Trust

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

- a) the personal effects including vehicles or their contents of any **governor**, Employee, pupil or visitor
- b) buildings or their contents temporarily occupied by the **insured** for the purpose of carrying out work therein or thereon
- c) premises or their fixtures and fittings hired, rented, leased or lent to the **insured** other than such **damage** if liability is assumed by the **insured** under a tenancy or other agreement and would not have attached in the absence of such agreement

12. Replacing or Rectifying Products

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

13. Vessels and Craft

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

Section 4 – Special Provisions

1. Discharge of Liability

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

2. Limit of Indemnity

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

- a) Products
- b) Pollution or Contamination

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

3. Limit of Indemnity – Terrorism

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

Part F – hirer's liability

Section 1 – Special Definitions

Agreement

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

Clean Up Costs

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

Costs and Expenses

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

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

Enforcing Authority

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

Hirer

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

Injury

Bodily injury, illness or disease (including death).

Pollution or Contamination

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

Remediation

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

Section 2 – Cover

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

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

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

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

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

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

2.1 Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided always that:

- a) the **insurer's** liability under this clause will not exceed the limit of indemnity stated in the schedule. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will apply only to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Hirer
- d) the Hirer will give to the **insurer** immediate notice of any summons or other process served upon the Hirer which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability:

- i) where the Hirer has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
- ii) in respect of fines or penalties of any kind
- iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - 2) the Food Safety Act 1990 or any regulations made thereunder
 - 3) the Consumer Protection Act 1987 or any regulations made thereunder
- iv) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the Hirer in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

2.2 Costs of Criminal Proceedings

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

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

occurring during the period of insurance in the **business** including legal costs and expenses incurred with the **insurer's** prior consent in any appeal against conviction arising from such proceedings.

Provided always that this indemnity will not apply to:

- 1) fines or penalties of any kind
- 2) costs in respect of which the Hirer has effected a more specific legal expenses protection or insurance
- 3) proceedings or appeals consequent upon any deliberate act or omission and the Hirer will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established
- 4) proceedings related to health, safety or welfare of employees of the Hirer.

2.3 Environmental Clean Up Costs

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

Provided always that:

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

- xii) for **damage** which is covered by a more specific insurance policy
- xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- xiv) for **damage** caused by disease in animals belonging to or kept or sold by the Hirer.

Section 3 – Exclusions

The insurer will not be liable for:

1. Asbestos

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

2. Defective Work and Damage to Products

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

3. Excess

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

4. Liquidated or Punitive Damages

any amount in respect of:

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

5. Political or Business use of Premises

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

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

6. Pollution or Contamination

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

7. Products Liability

any liability for Injury or **damage** caused by goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by the Hirer or on the Hirer's behalf

8. Professional Liability, Errors and Omissions

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

Section 4 – Special Provisions

1. Discharge of Liability

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

2. Limit of Indemnity

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

Part G – employers' liability

Section 1 – Special Definitions

Costs and Expenses

- a) Claimants' costs and expenses
- b) costs incurred with the **insurer's** written consent in defending any claim for damages
- c) costs incurred with the **insurer's** written consent for:
 - i) representation at any coroner's inquest or fatal injury inquiry
 - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

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

Employee

Any natural person who is:

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

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

Injury

Bodily injury, illness or disease (including death).

Section 2 – Cover

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

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

2.1 Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided always that:

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

2.2 Court Attendance Costs

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

2.3 Damage to Reputation

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

Provided always that:

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

2.4 Health and Safety at Work Defence Costs

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

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

in the defence of any criminal proceedings arising from an alleged breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 occurring during the period of insurance in the course of the **business** including in any appeal against conviction arising from such proceedings.

Provided always that this will not apply to:

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

2.5 Indemnity to Other Persons

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

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

Provided always that:

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

2.6 Unsatisfied Court Judgments

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

Provided always that:

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

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

Section 3 – Special Exclusions

This part does not cover:

1. Motor

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

2. Work Offshore

liability for Injury caused:

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

3. Work Overseas

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

Section 4 – Special Provisions

1. Limit of Indemnity

The **insurer's** liability will not exceed the limit of indemnity stated in the schedule including all costs and expenses (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

2. Limit of Indemnity – Terrorism

The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000

Part H – libel and slander

Section 1 – Special Definitions

Costs and Expenses

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

Section 2 – Cover

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

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

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

Provided always that:

- 1) the date of any publication or utterance on which a claim is based occurs during the period of insurance or within 3 years prior to the inception of this part; and
- 2) any claim notified during the additional 12 month period after this part ceases to operate will be deemed to have been made during the final period of insurance.

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

2.1 Indemnity to Other Persons

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

Provided always that:

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

Section 3 – Special Exclusions

This part does not cover:

1. Excess

the **excess** stated in the schedule which will apply to each and every claim or series of claims arising from one publication or utterance

2. Exemplary or Punitive Damages

any amount in respect of exemplary or punitive damages

3. Governor Co-insurance

the first 10% of all sums that the **insurer** may be called upon to pay under this part in respect of the indemnity provided to **governors** under section 2 subject to a maximum of £1,000 each and every claim

4. Malicious Falsehood or Injurious Falsehood

losses arising from malicious falsehood or injurious falsehood.

Section 4 – Special Provisions

1. Claims Notification

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

2. Discharge of Liability

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

3. Limit of Indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit in respect of the insurance provided under this part including all Costs and Expenses and applies in the aggregate to:

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

Part I – governor’s liability

Section 1 – Special Definitions

Costs and Expenses

Costs and expenses incurred with the written consent of the **insurer** in the investigation, defence, adjustment, settlement or appeal of any claim or criminal prosecution against any Governor but excluding Investigation Costs.

Employment Claim

In relation to any Governor any actual or alleged:

- a) wrongful or unfair dismissal, discharge or termination of employment
- b) breach of any oral or implied employment contract or quasi-employment contract
- c) employment related misrepresentation
- d) violation of employment discrimination laws
- e) illegal workplace harassment including sexual harassment
- f) wrongful failure to promote
- g) wrongful discipline
- h) wrongful deprivation of a career opportunity
- i) wrongful demotion
- j) negligent evaluation
- k) negligent retention
- l) employment related invasion of privacy
- m) employment related defamation, humiliation, libel or slander
- n) failure to adopt workplace or employment practices, policies and procedures
- o) illegal retaliatory treatment or victimisation of **employees** including retaliation in violation of whistleblower statutes
- p) employment related infliction of emotional distress in connection with a violation listed above in this definition.

Excess

The amount stated in the schedule which will be paid by any Governor or by the **insured** in respect of each claim and which will not be the responsibility of the **insurer**.

Extradition

A request, warrant for arrest or other proceedings pursuant to the provisions of the Extradition Act 2003 or similar legislation in any other jurisdiction around the world.

Governor

Any member or co-opted member of the insured’s governing body or any subcommittee of it.

Investigation Costs

Reasonable costs and expenses necessarily incurred by a Governor with the written consent of the **insurer** for representation at an official inquiry, investigation or other proceedings into the affairs of the **insured** ordered or commissioned by a body legally empowered to investigate those affairs when such Governor has been legally required in writing to attend but not including fines or penalties levied or imposed in connection with the proceedings or remuneration payable to any Governor or **employee** or the cost of their time or costs or overheads of the **insured**.

Limit of Indemnity

The **insurer's** maximum liability for the aggregate of all claims under this part for Loss in any one period of insurance as stated in the schedule. The limit of indemnity will apply over and above the amount of any applicable Excess.

Loss

- a) Damages, judgments or settlements
- b) costs or expenses awarded to any claimant
- c) Costs and Expenses.

Maladministration

Any actual or alleged breach of duty, breach of trust, breach of warranty of authority, neglect, error, misstatement, misleading statement or any other wrongful acts or omissions committed or attempted by or allegedly committed or attempted within the **territorial limits** by any Governor while acting in that capacity on behalf of the **insured**.

Pollution or Contamination

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

Proposal

The proposal form and any attachments to it and any supplementary statements or material supplied to the **insurer**.

Subsidiary Company

An entity in respect of which the **insured** directly or indirectly:

- a) holds more than 50% of the voting rights
- b) appoints a majority of the board of directors
- c) has the right to appoint a majority of the board of directors subject to a written agreement with other shareholders.

Section 2 – Cover

The **insurer** will:

- a) indemnify the Governor against Loss arising from claims first made against them jointly or severally and notified to the **insurer** during the period of insurance by reason of Maladministration except to the extent that they are indemnified by the **insured**
- b) pay on behalf of the **insured** Loss arising from claims first made and notified to the **insurer** during the period of insurance against any Governor by reason of Maladministration but only where the **insured** is legally entitled or obligated to indemnify the Governor pursuant to the law or by virtue of any indemnity clause in the trust deed, constitution, rules or memorandum or articles of association of the **insured**
- c) indemnify the **insured** against Loss arising from claims first made against the **insured** and notified to the **insurer** during the period of insurance brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission by any Governor, **employee** or **volunteer**.

2.1 Bilateral Extended Reporting Period

If this part is not renewed by the **insured** or the **insurer** the **insured** will have the right to extend the period of insurance for 12 months in return for 50% of the annual premium stated in the schedule in respect of any Maladministration committed prior to the effective date of such non-renewal.

Provided always that the **insured** must:

- a) give the **insurer** written notice of their intention to purchase the extending reported period within 10 days of the effective date of the non-renewal
- b) pay the relevant premium promptly.

2.2 Employment Claims

The **insurer** will indemnify any Governor for Loss incurred by the Governor in respect of any Employment Claim made against such Governor other than to the extent that such Governor is entitled to indemnity from the **insured** or under any other policy of insurance or legal expenses policy.

2.3 Extradition Costs

The **insurer** will pay the reasonable legal fees, costs and expenses necessarily incurred by a Governor with the **insurer's** prior written consent to obtain legal advice or to bring or defend proceedings including by way of judicial review or by way of other challenge to the political executive's decision to order a Governor's Extradition from the jurisdiction of the United Kingdom or any other jurisdiction around the world and to pursue appeals including appeals to the European Court of Human Rights.

2.4 Marital Estates

This part will cover Loss arising from or in consequence of any claim first made against the lawful spouse of any Governor during the period of insurance arising solely out of their capacity as the spouse of that Governor. The cover provided under this clause is limited to Loss arising from actions or proceedings for the enforcement of judgments or damages against a Governor which relate to the ownership of property including marital community property jointly held by the Governor and their spouse provided always that the **insurer** will not be liable for any claim arising out of any act or omission of the spouse.

2.5 New and Past Governors

This part will also apply to any past Governor or to any new Governor commencing duties during the period of insurance.

2.6 Outside Entity Contingency Cover

The **insurer** will pay on behalf of any Governor the amount of any Loss arising from Maladministration by a Governor serving or acting in the capacity of a governor, officer, trustee, director, committee member or other official of any not-for-profit entity other than the **insured**.

Provided always that:

- a) the Governor is serving or acting in that capacity solely at the specific request of or under the specific direction of the **insured**
- b) any payment will only be made by the **insurer** for an amount in excess of any indemnification or insurance coverage provided by the not-for-profit entity to which the Governor is entitled.

2.7 Personal Representatives

In the event of the death, incapacity, insolvency or bankruptcy of any Governor the **insurer** will indemnify the Governor's estate, heirs or personal representatives in respect of liability for Loss incurred by the Governor resulting from Maladministration subject to the terms, conditions and exclusions of this part provided always that such heirs or personal representatives will as though they were the Governor observe, fulfil and be subject to the terms, conditions and exclusions of this part as far as they can apply.

2.8 Pollution Defence Costs

This part will cover Costs and Expenses up to the limit stated in the schedule incurred by any Governor as a result of any claim arising from Pollution or Contamination.

Provided always that:

- a) this clause will not apply to any claim arising from Maladministration occurring prior to the inception date of this part
- b) this limit will form part of and not be in addition to the Limit of Indemnity.

2.9 Representation Costs

The **insurer** will pay on behalf of any Governor Investigation Costs for attendance for the first time during the period of insurance at an official inquiry, investigation or other proceedings into the affairs of the **insured** ordered or commissioned by a body legally empowered to investigate those affairs.

2.10 Reputation Recovery Costs

Section 2 a) will indemnify any Governor for the reasonable fees and expenses payable to outside public relations professionals incurred by a Governor with the **insurer's** prior written consent in order to mitigate damage to the Governor's reputation due to Maladministration for which a claim is admitted under this part and is objectively established by media reports or other publicly available third party data.

Provided always that:

- a) the **insurer's** liability under this clause will be limited to £100,000 in the aggregate for all claims first made against any Governor and notified to the **insurer** during any one period of insurance; and
- b) this limit will form part of and not be in addition to the Limit of Indemnity.

2.11 Subsidiary Companies

This part will also apply in respect of Maladministration associated with any Subsidiary Company stated in the schedule.

Section 3 – Special Exclusions

The **insurer** will not be liable for any Loss in respect of:

1. Bodily Injury and Property Damage

any claim arising from or in consequence of:

- a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock other than mental anguish or shock in connection with an Employment Claim
- b) **damage to property**

2. Courts Jurisdiction

legal action or proceedings brought within or to enforce a judgment obtained in any court other than a court which is governed by and subject to the laws of the United Kingdom

3. Defamation, Malice or Invasion of Privacy

defamation, malicious or injurious falsehood or any form of invasion of privacy

4. Employment Benefits

any claim arising from or in consequence of any violation or infringements of any responsibilities, obligations or duties imposed by statute, common law, rule or regulation in respect of employers liability, disability benefits, working time regulations, redundancy pay, employment or unemployment benefits, social security, retirement benefits, disability benefits, health and safety or any similar law, rule or statute or portion of any law, rule or statute.

Provided always that this exclusion will not apply to any allegation of retaliation or retaliatory treatment of the claimant by any Governor or the **insured** on account of the claimant's exercise of rights pursuant to any such statute, law, rule or regulation

5. Fines and Penalties

any amount in respect of:

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

6. Fraud

any claim arising from or in consequence of any recklessness, intentionally dishonest or fraudulent act or omission or any wilful violation of any statute or regulation or relevant admission committed by any Governor if a judgment or other final decision establishes such an intentionally dishonest or fraudulent act or omission or wilful violation

7. Internal Claims

any claim brought or maintained in whole or in part by or on behalf of the **insured** or any Governor.

Provided always that this exclusion will not apply to:

- a) any claim which the **insured** is ordered to bring by a legally empowered official body
- b) any claim brought in the name of the **insured** by one or more persons who are not Governors and who bring and maintain the claim without the solicitation, assistance or active participation of the **insured** or any Governor

- c) any claim brought by or at the instigation of any Governor if such claim results from a covered claim brought by any third party and the third party could have brought the claim directly against a Governor not named in the independent claim
- d) any claim brought by any former Governor
- e) Costs and Expenses
- f) any claim covered under section 2 c)

8. Maladministration for Subsidiaries

any claim arising from or in consequence of any actual or alleged Maladministration by any Governor of any Subsidiary Company or by the Subsidiary Company committed prior to becoming a Subsidiary Company or after ceasing to be a Subsidiary Company

9. Medical Malpractice

any claim arising from or in consequence of medical services or treatment

10. Outside Entities

Maladministration committed by any Governor in the capacity of a governor, officer, trustee, director, committee member or other official of any entity other than the **insured** except as allowed for under section 2.6

11. Parent Company

any claim made by or at the instigation of any company which is from time to time a parent or holding company of the **insured** as defined in section 736 of Companies Act 1985 or equivalent

12. Pension Trustee

any claim arising from or in consequence of infringement of obligations imposed by any statute, regulation or common law while acting in the capacity of trustee of any pension, superannuation scheme, profit sharing or other employee benefit scheme

13. Personal Debt

any claim arising from or in consequence of:

- a) any actual or alleged contractual liability of any Governor pursuant to any contract, agreement or legal requirement of any kind
- b) any debt of any Governor

14. Pollution or Contamination

Pollution or Contamination except as provided for under section 2.9

15. Prior and Pending Litigation or Investigations

any Investigation Costs related to proceedings or any claim arising from or in consequence of litigation, arbitration or other legal proceedings initiated prior to or pending at the retroactive date stated in the schedule or alleging or deriving from the same or essentially the same facts as or that has the same originating source or cause as the matters alleged in such prior or pending proceedings or litigation

16. Prior Circumstances and Claims

- a) any claim arising from or in consequence of any circumstance, fact, matter or occurrence that might give rise to any claim that was reported under any other insurance policy prior to inception of this part or that was disclosed on the **insured's** latest Proposal to the **insurer** or if not reported or disclosed that was or ought to have been known to any Governor prior to inception of this part
- b) any claim alleging or deriving from the same or similar facts or that has the same originating source or cause as the matters alleged in any claim made against any Governor prior to inception of this part

17. Professional Services

breach of professional duty in the provision of advice, design or specification or other professional services provided by the **insured**

18. Profit or Advantage

any claim arising from or in consequence of any Governor having gained actual profit or advantage to which they had no legal entitlement

19. Union and Collective Bargaining

any claim arising from or in consequence of any actual or alleged violation of the responsibilities, obligations or duties imposed by any statute or common law that governs the rights of **employees** to engage in or to refrain from engaging in union or other collective activities or the enforcement of any collective bargaining agreement including but not limited to grievance and arbitration proceedings.

Section 4 – Special Provisions

1. Contracts (Rights of Third Parties) Act 1999

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

2. Other Insurance or Indemnity

The cover available under this part will not apply to the extent that any indemnity is available from any other source.

Section 5 – Special Conditions

1. Acquisition, Merger or Takeover

In the event of the takeover or merger of the **insured** by or with any other organisation the indemnity provided under this part will apply only to claims made by reason of Maladministration or acts or omissions as provided for under Section 2 c) committed prior to the date of such takeover or merger.

2. Admission of Liability or Disclosure of Insurance

The **insured** and the Governors:

- a) will not admit liability for or make settlement of any claim or incur any Costs and Expenses
- b) disclose the existence of this part to anyone

without the written consent of the **insurer**.

3. Claim Notification

The **insured** or the Governors as a condition precedent to payment under this part will provide written notice to the **insurer** as soon as is reasonably practicable of:

- a) any claim made against any Governor
- b) notice from any person or entity of an intention to make a claim
- c) circumstances of which the **insured** or any Governor become aware which could reasonably give rise to a claim at a later date. Notification of such circumstances will make reference to the Maladministration which may give rise to a claim and the material facts which give the belief that a claim may be made.

The date of notification to the **insurer** will be deemed to be the date upon which the resultant claim is first made. Written notice will include but not be limited to the description of the claim circumstances, the nature of the alleged or potential damage, the names of the actual or potential claimants and the date and manner in which the **insured** or the Governor or Governors as the case may be first became aware of the claim.

4. Presumption of Indemnification

The **insured** will be deemed to have indemnified any Governor in all circumstances where the law would require or permit such indemnity. If the **insured** fails or refuses to provide indemnification to the full extent permitted or required by law for any reason other than the **insured** having been judged insolvent by a court then notwithstanding any other provisions, terms or conditions of this part the Excess applicable to any payment by the **insurer** will be that stated in the schedule as applying under section 2 b) of this part. The **insurer** will be entitled to obtain reimbursement from the **insured** for all payments made under section 2 a) that would not have been necessary if the **insured** had provided indemnity in accordance with this section.

5. Representations

The Proposal will be construed as being a separate application for cover from each individual Governor. In respect of the declarations and statements contained in it no statement in the proposal or knowledge possessed by any Governor other than knowledge or information possessed by the Governor actually signing the Proposal will be imputed to any other Governor for the purposes of determining the availability of cover under this part.

6. Settlements and Defence Costs

- a) It will be the duty of any Governor against whom a claim is made to take all reasonable steps to defend that claim.
- b) In the event of a claim under section 2 c) the **insured** will take all reasonable action to sue for and obtain reimbursement from such person concerned in such claim or from the estate or legal representatives of such person. Any amount which but for such fraud, dishonesty or malice would be due to such person held by the **insured** will be deducted from any amount payable under this part.
- c) The **insurer** will have no duty to defend any claim made against a Governor but will have the right to be provided with all such information concerning such claim as the **insurer** may reasonably require and will be kept fully informed about all matters relating to or concerning the investigation, defence and settlement of any such claim as may potentially be covered by this part and will have the right to receive copies of all relevant documentation relating to it whenever created.

- d) No Governor will be required to contest any legal proceedings which may be brought against them unless a suitable legal advisor mutually agreed upon by the Governor and the **insurer** advises at that time that the claim should be contested in which event the Governor will provide all such assistance to those persons representing him or her in the course of the legal proceedings or as may reasonably be necessary to contest such proceedings.
- e) No Costs and Expenses will be incurred and no legal representative will be retained to defend any Governor or to take any step in connection with any legal proceedings as may potentially be covered under this part without the consent of the **insurer** such consent not to be unreasonably withheld.
- f) In the event that a claim is made against both the **insured** and any Governor the **insurer** and the **insured** will use all reasonable endeavours to determine a fair allocation between the **insured** and any Governor of any Loss.
- g) The **insurer** will make payments of Costs and Expenses prior to the final disposition of a claim provided always that written consent to incur such Costs and Expenses is given by the **insurer** such consent not to be unreasonably withheld and provided always that the **insured** is not entitled or obligated to advance Costs and Expenses to any Governor.

Where the **insured** is entitled or obligated to advance Costs and Expenses then the **insurer** will be under no duty to do so but may at its sole discretion advance some or all of such Costs and Expenses as may be incurred by any Governor to such Governor prior to the final disposition of any claim.

Any advance payment of Costs and Expenses which have been made by the **insurer** will be repaid to the **insurer** by the person on whose behalf such advance payments have been made in the event and to the extent that it is established that such person has no entitlement to payment for Loss under the terms and conditions of this part.

- h) The **insurer** will not settle any claim without the consent of the **insured** or the Governors. If however the **insured** or the Governors refuse to consent to any settlement recommended by the **insurer** and elect to contest or continue any legal proceedings in connection with such claim the **insurer's** liability for the claim will not exceed the amount for which the claim could have been so settled plus the costs, charges and expenses incurred with its consent up to the date of such refusal but will in any event not exceed the amount stated in the schedule as the Limit of Indemnity.

7. Subrogation

Upon payment of any claim the **insurer** will assume all rights of recovery available to any Governor or the **insured** and all reasonable assistance will be rendered to the **insurer** in the prosecution of such rights by such Governor or the **insured**.

Part J – motor

Section 1 – Special Definitions

Accessories

- a) Parts or products specifically designed to be fitted to or used with the Vehicle including spare parts
- b) equipment permanently fitted to the Vehicle.

Car

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

Certificate

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

Commercial Vehicle

Any motor vehicle other than a Car or Motorcycle.

Costs and Expenses

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

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

Driver

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

Geographical Limits

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

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

Insured Person

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

Licence

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

Minibus

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

Motorcycle

Any motorcycle, motorcycle and sidecar or moped.

Passenger

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

Pollution or Contamination

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

Road

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

Trailer

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

Vehicle

Any motor vehicle (excluding a steam driven vehicle) as follows:

- a) Car
- b) Motorcycle
- c) Commercial Vehicle

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

Section 2 – Third Party Liability

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

2.1 Corporate Manslaughter

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

Provided always that:

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

2.2 Indemnity to Personal Representatives

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

Exclusions to Section 2

This section does not cover:

1. Airside

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

- a) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground
- b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars

2. Damage

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

3. Defective Goods or Treatment

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

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

4. Employers' Liability

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

5. Loading or Unloading

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

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

6. Other Insurances

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

7. Pollution or Contamination

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

8. Terrorism

any amount in excess of £5,000,000 inclusive of Costs and Expenses or the minimum amount required by the compulsory motor insurance legislation in the country in which the insured **event** occurs whichever is the greater directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism**. In any action or suit or other proceedings where the **insurer** alleges that by reason of this exclusion cover is not provided under this part the burden of proving that cover is provided under this part will be upon the **insured**

9. Tool of Trade

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

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

Provision to Section 2

1. Limit of Indemnity

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

Section 3 – Indemnity to Owner

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

Section 4 – Joint Liabilities

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

Section 5 – Indemnity to Principals

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

Provided always that:

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

Section 6 – Movement of Third Party Vehicles

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

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

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

Section 7 – Contingent Liability

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

Provided always that:

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

Section 8 – Disabled Motor Vehicles

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

This section does not cover:

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

Section 9 – Service and Repair

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

Section 10 – Damage to Vehicle – by Fire or Theft

The **insurer** will indemnify the **insured** in respect of **damage** to the Vehicle and Accessories caused by fire or theft or attempted theft. Other than in respect of provision 3 this indemnity will not exceed the market value of the Vehicle and Accessories immediately before such **damage**.

Section 11 – Damage to Vehicle – other than by Fire or Theft

The **insurer** will indemnify the **insured** in respect of **damage** to the Vehicle and Accessories other than as described in section 10. Other than in respect of provision 3 this indemnity will not exceed the market value of the Vehicle and Accessories immediately before such **damage**.

Exclusions to Sections 10 and 11

Sections 10 and 11 do not cover:

- 1) wear and tear
- 2) mechanical, electrical, electronic or computer breakage, failure or breakdown
- 3) depreciation
- 4) loss of use
- 5) for section 11 – **damage** to tyres by application of brakes or by punctures, cuts or bursts
- 6) **damage** to the Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds
- 7) **damage** caused by deception
- 8) any diminution in the value of the Vehicle.

Provisions to Sections 10 and 11

1. Continuing Hire Charges

If the **insured** is liable to pay continuing hire charges incurred under a contract with the owner of a motor vehicle on temporary hire to the **insured** as a direct result of **damage** caused to such motor vehicle and which is the subject of indemnity under section 10 or 11 the **insurer** will pay such charges for a period not exceeding 30 days from the date of the occurrence.

Provided always that:

- a) the **insurer** will not be liable for the first 48 hours of such charges
- b) the amount payable in respect of any one occurrence will not exceed £2,500
- c) sections 10 and 11 exclusion 4 will not apply to this cover.

2. Medical Expenses

The **insurer** will at the request of the **insured** pay the cost of medical expenses in respect of any person who sustains bodily injury while in the Vehicle caused by accidental means in connection with the use of the Vehicle provided always that the amount in respect of each person injured will not exceed £250.

3. New for Old

If any Car within one year of first registration is:

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

the **insurer** will replace it with a new Car of the same manufacturer and of the same or like type.

Provided always that:

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

4. Personal Effects

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

Provided always that:

- a) the amount payable in respect of any one occurrence will not exceed £250
- b) the **insurer** may at its option repair, replace or pay in cash the current market value of any such personal effects
- c) receipt by the person indemnified will constitute a discharge in respect of any claim under this section.

5. Theft of Keys

If the keys or any other removable ignition device or lock transmitter for the Vehicle are stolen the **insurer** will at the **insured's** request pay up to £1,000 in respect of any one **event** for each Vehicle to replace:

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

Provided always that:

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

Section 12 – Repairs and Spare Parts

Following a claim under sections 10 or 11 the **insurer** will:

- a) pay the reasonable cost of removal to the nearest competent repairer and delivery to the **insured** when repairs have been completed
- b) at its discretion repair or replace the Vehicle or its Accessories or make a cash settlement not exceeding the market value of the Vehicle or its Accessories at the time of **damage**
- c) not be liable for a greater sum than the maker's last list price in the United Kingdom for the supply of any spare part and at the **insurer's** discretion a cash settlement on this basis may be made if a spare part cannot be obtained. If the supply of any spare part is delayed or repair is postponed and the **insured** uses the Vehicle in a damaged condition the **insurer** will not be liable for the cost of any further **damage** so caused.

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

Section 13 – Personal Accident

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

- a) death
- b) total and irrecoverable loss of sight in one or both eyes
- c) the total and irrecoverable loss of use of one or more limbs

pay £10,000.

Provided always that:

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

Exclusions to Section 13:

This section does not cover:

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

Section 14 – Trailers

The indemnity provided under section 2 and sections 10 and 11 if operative will apply in respect of any Trailer the property of or in the care, custody or control of the **insured**.

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

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

Section 15 – Unauthorised Use

The **insurer** will indemnify the **insured** in the terms of section 2 and sections 10 and 11 if operative when the Vehicle is being used without the knowledge or consent of an authorised official of the **insured**. The **insurer** will not be liable under the terms of this section to indemnify any person driving or using the Vehicle.

Section 16 – Foreign Use

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

- a) general average, salvage, sue and labour charges arising from transportation by sea provided always that in respect of the Vehicle section 11 is operative
- b) the enforced payment of customs duty following **damage** to the Vehicle giving rise to a valid claim under sections 10 or 11.

Section 17 – Motor Insurance Database

The **insured** will supply details of any Vehicle whose use is insured by this part as required by the relevant law applicable within Great Britain and Northern Ireland for entry on the Motor Insurance Database.

Section 18 – Hiring Agreements

If to the knowledge of the **insurer** the Vehicle is the subject of any contract or hire purchase agreement all settlements made in cash under sections 10 and 11 will be to the owner whose receipt will constitute a discharge of the **insurer's** liability.

Section 19 – Special Exclusions

This part does not cover:

1. Contractual Liability or Liquidated Damages

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

2. Earthquake or Riot

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

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

3. Lessor Negligence

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

4. Unauthorised Use

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

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

This exclusion will not apply to claims under section 9

5. Unlicensed Drivers

any claim while the Vehicle is being driven:

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

This exclusion will not apply when section 20 clause 3 operates.

Section 20 – Special Conditions

1. Vehicle Maintenance

The **insured** will:

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

2. Discharge of Liability

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

3. Unlicensed Drivers

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

Provided always that:

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

4. Our Rights

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

Section 21 – Cover

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

A. Comprehensive

Sections 1 to 22 apply.

B. Comprehensive excluding Windscreens

Sections 1 to 22 apply apart from section 11 which is cancelled solely in respect of claims for the breakage of glass windscreens, windows or sunroofs.

C. Third Party, Fire and Theft

Sections 1 to 10, 12 and 14 to 22 apply.

D. Third Party and Fire

Sections 1 to 10, 12 and 14 to 22 apply. Section 10 is cancelled other than in respect of **damage** caused by fire.

E. Third Party and Theft

Sections 1 to 10, 12 and 14 to 22 apply. Section 10 is cancelled other than in respect of **damage** caused by theft or attempted theft.

F. Third Party

Sections 1 to 9 and 14 to 22 apply.

Section 22 – Excess

Applicable only where stated in the schedule.

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

K. Accidental Damage

Section 11 **damage** other than **damage** to glass windscreens, windows or sunroofs.

L. Fire

Section 10 **damage** caused by fire.

M. Theft

Section 10 **damage** caused by theft or attempted theft.

N. Windscreens

Section 11 breakage of glass windscreens, windows or sunroofs.

P. Third Party

Section 2.

Q. Theft Total Loss

Section 10 **damage** caused by theft or attempted theft where such **damage** renders the Vehicle a total loss constructive or otherwise.

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

Section 23 – Additional Covers

T. Hiring Charges

Applicable only where stated in the schedule.

In the event of **damage** to the Vehicle giving rise to a valid claim under sections 10 or 11 the **insurer** will indemnify the **insured** in respect of the cost of hiring a replacement motor vehicle of a similar model and performance.

Provided always that:

- a) the amount payable in respect of any one occurrence will not exceed £1,000
- b) no cover will apply in respect of the first 48 hours of any period of hire
- c) the **insurer** will not be liable as result of **damage** occurring elsewhere than within the **territorial limits** or Republic of Ireland
- d) the **insured** will take all reasonable steps to mitigate loss and expedite repairs, reinstatement or replacement of the Vehicle.

U. Occasional Business use

Applicable only where stated in the schedule.

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

General condition 10 will not apply to this cover.

Part K – motor legal expenses and uninsured loss recovery

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

Important Note

Please do not ask for help from a solicitor before this has been agreed by the Agent. Costs incurred before agreement and approval by the Agent will not be paid.

Section 1 – Special Definitions

Agent

The claims handling agent as stated in the schedule who will handle all claims and act on behalf of the **insurer**.

Costs and Expenses

Legal Costs

All reasonable and necessary costs chargeable by the Representative on a standard basis.

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

Attendance Expenses

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any arbitration, court or tribunal hearing at the request of the Representative. The **insurer** will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount the **insurer** will pay is based on the following:

- a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is 8 hours
- b) if the Insured Person works full time the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages
- c) if the Insured Person works part-time the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

Date of Occurrence

The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause then the Date of Occurrence is the date of the first of these events.

Geographical Limit

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and any other member country of the European Union.

Insured Person

The **insured**, the user of and any passenger (other than a fare paying passenger) in or on the Insured Vehicle.

Insured Vehicle

Any Vehicle as defined in part J.

Representative

The lawyer or other suitably qualified person who has been appointed to act for an Insured Person in accordance with the terms of this part.

Section 2 – Cover

In respect of an accident causing:

- a) **damage** to the Insured Vehicle or **property** carried in or on the Insured Vehicle
- b) death of or bodily injury to an Insured Person while in or on the Insured Vehicle

the **insurer** will pay Costs and Expenses in pursuing a claim for the recovery of uninsured loss and/or death or bodily injury caused to the Insured Person.

Provided always that:

- i) the Date of Occurrence of the insured incident happens during the period of insurance and within the Geographical Limit
- ii) any legal proceedings will be dealt with by a court or authority which the Agent agrees to in the Geographical Limit
- iii) in civil claims it is always more likely than not that an Insured Person will recover damages (or other legal remedy) or make a successful defence
- iv) the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

For all insured incidents involving legal proceedings the Agent will help in appealing or defending an appeal provided always that the Insured Person tells the Agent within the time allowed that they want the Agent to appeal. Before the **insurer** will pay any Costs and Expenses for appeals, the Agent must always agree that it is more likely than not that the appeal will be successful.

If a Representative is used the **insurer** will pay the Costs and Expenses for this.

Section 3 – Special Exclusions

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

- 1 a claim where the Insured Person has failed to notify the Agent of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that the Agent has agreed to) or of making a successful defence
- 2 any claim where indemnity under part J has been declined by the **insurer**
- 3 any Costs and Expenses incurred before the Agent accepts the claim
- 4 Judicial Review
- 5 any claim relating to a contract made between the Insured Person and the third party
- 6 fines, damages or other penalties which the Insured Person is ordered to pay by a court or other authority
- 7 any legal action an Insured Person takes which the Agent or the Representative have not agreed to or where the Insured Person does anything that hinders the Agent or the Representative
- 8 any claim of less than £300 where the driver at fault cannot be traced or does not have valid motor insurance.

Section 4 – Special Conditions

1. Arbitration

If there is a disagreement about the way the Agent handles a claim that is not resolved through the **insurer's** internal complaints procedure the Agent and the Insured Person can choose a suitably qualified person to arbitrate. The Agent and the Insured Person must both agree to the choice of this person in writing. Failing this the Agent will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party the arbitrator will decide how the costs are shared.

2. Claims Procedures

- a) The Agent will be entitled to have sole conduct and control of any claim prior to the issue of proceedings. On the issue of proceedings or where a conflict of interest exists or arises the Insured Person may choose a Representative to act in any legal proceedings to which the Agent has already consented. The Insured Person must submit the name and address of the Representative to the Agent on appointment. In all situations other than those above the Agent is free to choose a Representative. Any dispute arising from the Insured Person's choice of Representative may be referred to arbitration under special condition 1. At all times the Insured Person will take reasonable steps to minimise the Costs and Expenses payable under this part.
- b) The Agent will be entitled to instruct a Representative on behalf of the Insured Person if the Agent considers this necessary to safeguard the interest of the Insured Person. Any Representative nominated to act for the Insured Person will be appointed by the Agent in the name and on behalf of the Insured Person.
- c) The Agent will have direct access to the Representative. The Insured Person must co-operate fully with the Agent and keep them informed of all developments in the claim. The Insured Person must also instruct the Representative to give the Agent all information and will also give the Representative such other instruction as the Agent may require.
- d) If any offer or payment into court is not accepted by the Insured Person but the amount is equal to or exceeds the total damages eventually recovered the **insurer** will have no liability in respect of further Costs and Expenses unless the Agent agrees to continuation of proceedings.
- e) No appeal or further proceedings will be covered unless the Agent authorises such action.
- f) If the Representative refuses to continue acting for the Insured Person with good reason or if the Insured Person withdraws their claim from the Representative without good reason then the **insurer** will not pay any further Costs and Expenses unless the Agent agrees to the appointment of another Representative to continue dealing with the claim.
- g) If the Insured Person withdraws from the claim without the Agent's prior agreement or does not give suitable instructions to the Representative then all Costs and Expenses will become the responsibility of the Insured Person. The **insurer** will be entitled to be reimbursed by the Insured Person for any Costs and Expenses paid or incurred.

Part L – inspection contract

How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer. **You** should show this to anyone whose personal information may be processed in connection with this contract.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for statistical analysis, management information, market research, systems integrity testing, and risk management. **We** will only share personal information as described in this notice or where **we** are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Contract administration

In order to administer **your** inspection contract **we** may share personal information provided to **us** with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If **we** do transfer personal information **we** make sure that it is appropriately protected.

Fraud prevention and detection

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

- a) share information about **you** with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related to other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees
- f) checking details on the inspection contract and reports.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If **you** want to know more about how **we** use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

Section 1 – Definitions

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

Additional Services

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

Annexes

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

CLAW

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

Commencement Date

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

Competent Person

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

Confidential Information

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

Contract

This part including:

- a) the schedule
- b) the **inspection contract quotation**
- c) the item specification.

Contract Holder

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

Contractor

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

CoSSH

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

Defect

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

EAW

The Electricity at Work Regulations 1989.

Incident

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

Inspect, Inspected

To perform an **inspection**.

Inspection

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

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

Inspection Contract Quotation

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

Inspection Fee

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

Inspection Frequency

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

Inspection Interval

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

Inspection Service

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

IRR

The Ionising Radiations Regulations 1999.

LOLER

The Lifting Operations and Lifting Equipment Regulations 1998.

Mid Term Adjustment

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

Normal Working Hours

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

Plant

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

PSSR

The Pressure Systems Safety Regulations 2000.

PUWER

The Provision and Use of Work Equipment Regulations 1998.

Recommendations

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

Regulations

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

Regulatory Body

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

- a) the Health and Safety Executive
- b) United Kingdom Accreditation Service
- c) the police
- d) local authority Environmental Health Departments.

Report

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

Risk Assessment

A risk assessment that either:

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

SAFed

The Safety Assessment Federation or any successor body.

Scope

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

Site

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

Thorough Examination

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

Zurich Engineering

Zurich Engineering a trading name of Zurich Management Services Limited.

Zurich Group

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

Section 2 – Terms and Conditions

2.1 Confidentiality

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

2.2 Continuity Clause

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

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

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

2.3 Contract Duration and Renewal

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

2.4 Contract Holder's Responsibilities

- a) Notwithstanding the **contractor's** obligations to the **contract holder** under this **contract** it remains the **contract holder's** legal duty to ensure that **plant is inspected** as required by the **regulations** and to make any necessary notifications or reports confirming that **inspection** has taken place.
- b) In particular the **contract holder** is responsible for ensuring that **plant is inspected** within the **inspection frequency** or in accordance with a **risk assessment** which meets the **regulations**. The **contractor** recommends that the **contract holder** establish a system to monitor the frequency of **inspections** in order to ensure compliance with the **regulations**.
- c) The **contract holder** will notify the **contractor** in advance of the dates before which **inspection** is required giving sufficient notice for the parties to arrange a mutually convenient appointment.

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

2.5 Contractor's Responsibilities

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

- c) The **contractor** will only **inspect plant** that the **contract holder** makes available to the **contractor** and which is in a suitable condition for the **inspection** to take place. If **plant** or any part of **plant** cannot be located or is not made available by the **contract holder** for **inspection** the **report** will state which **plant** or which part of **plant** the **contractor** did not **inspect** and give the reason for this and the **contractor** will not be liable for any failure to **inspect** that **plant**. The **contractor** will notify the **contract holder** in writing within 14 days of any abortive attempts to arrange or attend an **inspection**.
- d) The **inspection service** does not cover the preparation, operation, repair or maintenance of **plant**. If the **contractor** removes an inspection cover to perform the **inspection** the **contractor** will put it back in place.
- e) While the **contractor** is on site the **contractor** will comply with the **contract holder's** safe systems of work as notified by the **contract holder** provided they do not conflict with **annex 4**. The **contractor** reserves the right not to carry out an **inspection** if in the **contractor's** reasonable opinion to do so would pose an unacceptable risk to the health, safety or welfare of the **contractor**, the **contract holder** or any other person and the **contractor** will notify the **contract holder** of this.
- f) The **contractor** will provide the **contract holder** with a **report** setting out:
- i) **plant** which has been **inspected**
 - ii) the **scope** of the **inspection**
 - iii) the **regulations** which have been applied
 - iv) whether any supplementary testing or **additional services** have been carried out
 - v) the findings of the **inspection** noting any **defects**. The **contractor** will report **defects** to the **regulatory body** where required to do so by the **regulations**.
- g) The **contractor** will categorise **defects** as A –immediate, A-timed or B-**defects** in line with **annex 3**. In summary:
- A **defects** pose a risk of injury as specified in the **regulations**.
 - A-immediate **defects** are where the risk of injury is immediate or imminent and should be addressed by the **contract holder** before the **plant** is used.
 - A-timed **defects** are where the risk of injury is posed in the future and should be addressed by the **contract holder** before the date specified in the **contractor's report**.
 - B **defects** may pose a risk of injury but a risk other than as specified in or intended to be addressed by the **regulations**.
- h) The **report** may bring to the **contract holder's** attention other noticeable and obvious **defects** that fall outside the **scope** although the **contractor** is not obliged to do so. The **contractor** will not assess the impact of such other **defects** and it will remain the **contract holder's** sole responsibility to assess them and decide what action to take.
- i) Where the **contractor** has been unable to start or to complete an **inspection** that was due for whatever reason the **contractor** will issue a Report of Visit or Customer Advice notification explaining why the **inspection** could not be completed. The Report of Visit or Customer Advice will be given a reporting status as per **annex 3**.
- j) The **contractor** will issue the **report** to the **contract holder** within 14 days following completion of the **inspection**. Where any **plant** is judged to give rise to 'A' **defects** the **contractor** will also issue a handwritten report prior to leaving the **site** identifying the relevant **plant** and the danger.

The **report** is issued electronically by default as well as in paper hard copy format where preferred or necessary.

The **contract holder** agrees that the **report**:

- i) confirms the condition and operability of **plant** at the date of **inspection** only; and
- ii) is not a health and safety certificate nor evidence of full legal compliance of **plant**.

2.6 Contract Price and Payment

- a) The **contractor** is entitled to invoice the **contract holder** for the **inspection fee** on the **commencement date**.
- b) The **inspection fee** is set out in the schedule. The **contract holder** must notify the **contractor** immediately if the list of **plant** is incorrect.
- c) The **contractor** is entitled to adjust the **inspection fee** where:
 - i) any information the **contract holder** provides to the **contractor** or the list of **plant** is not accurate
 - ii) the **contract holder** advises the **contractor** of any alterations, modifications or other information regarding **plant**
 - iii) the **contract holder** and **contractor** agree in writing to any **mid term adjustments**.
- d) The **contractor** is entitled to increase the **inspection fee** where:
 - i) **inspections** are undertaken outside **normal working hours** at the **contract holder's** request
 - ii) the **contract holder** requires that the **contract holder's** representatives undertake training specific to the **contract holder's** own health, safety and welfare procedures
 - iii) the **contractor** is unable to carry out an **inspection** at an agreed time through no fault of the **contractor**
 - iv) the **contract holder** requests that the **contractor** re-inspect any **plant** through no fault of the **contractor**
 - v) the **contract holder** requests paper or duplicate copies of any **report**.
- e) Where the **contractor** notifies the **contract holder** of an increase to the **inspection fee** during the period of **contract** the **contractor** is entitled to invoice the **contract holder** for the additional amount. Otherwise any change to the **inspection fee** will be set off against the **inspection fee** for the following period of **contract**.
- f) Unless the **contractor** agrees otherwise in writing the **contract holder** must pay all the **contractor's** invoices within 30 days of the date of invoice.
- g) Unless otherwise agreed in writing the **inspection fee** is in sterling and exclusive of VAT or any other similar tax or duty levied by any government or other authority.

2.7 General

- a) The **contractor** is entitled to apply any monies due to the **contract holder** under this **contract** in or towards any sum the **contract holder** owes the **contractor** in relation to any matter whatsoever and at any time.

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

2.8 Responsibility for Issues

- a) Except for the types of loss or damage set out in paragraphs c) and d) and subject to the limit of liability in paragraph e) if the **contractor** or the **contractor's** employees, agents or subcontractors are negligent in providing the **inspection service** or breach the **contractor's** obligations in this **contract** then the **contractor** will indemnify the **contract holder** against loss or damage which the **contract holder** suffers as a direct result of:
 - i) property damage
 - ii) injury to or death of any person
 - iii) claims brought against the **contract holder** by a third party.
- b) Except for the types of loss or damage set out in paragraph d) and subject to the limit of liability in paragraph e) if the **contract holder** or the **contract holder's** employees, agents or subcontractors are negligent or in breach of **contract** whether or not arising out of an **incident** then the **contract holder** will indemnify the **contractor** against loss or damage which the **contractor** suffers as a direct result of:
 - i) property damage
 - ii) injury to or death of any person
 - iii) claims brought against the **contractor** by a third party.

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

2.9 Sanctions

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

2.10 Subcontracting

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

2.11 Termination

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

Any refund is subject to clause 2.7 a).

Part M – engineering insurance

Section 1 – Special Definitions

Boiler and Pressure Plant

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

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

Breakdown

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

Collapse

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

Damage

Sudden and unforeseen **damage**.

Electrical and Mechanical Plant

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

Explosion

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

Fragmentation

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

Lifting and Handling Plant

- a) In respect of Plant comprising lifts, platform hoists and lifting tables all integral parts up to and including main circuit breakers or control valves excluding any supporting structure or foundations, masonry or brickwork

- b) in respect of cranes and other lifting Plant:
 - i) all parts commencing in the case of a fixed unit at the point or points of anchorage and in the case of a travelling unit at and including the track wheels and terminating in the case of any unit at the hook, shackle or other connection to the burden rope or chain by which the load or appliance is attached; and
 - ii) all electrical equipment by which such Plant is driven commencing at the intake switch or plug or other connection on such Plant

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

Own Surrounding Property

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

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

Plant

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

Site

The locations stated in the item specification.

Storage Tank

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

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

Section 2 – Cover

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

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

Cover Code B – Breakdown

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

Cover Code EC – Explosion and Collapse

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

Cover Code F – Fragmentation

As defined in Section 1.

Cover Code G – Lifted Goods

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

Cover Code L – Storage Tank Contents

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

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

Cover Code R – Reinstatement

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

Cover Code S – Sudden and Unforeseen Damage

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

Cover Code W – Ingress of Water

Damage to Plant caused by accidental ingress of water.

2.1 Capital Additions

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

Provided always that:

- a) the **insured** will supply to the **insurer** details of additional Plant as soon as reasonably practicable but not later than 12 months after the cover has applied and pay the additional premium required on the basis agreed between the **insured** and the **insurer** from the date of installation
- b) such Plant is free from material defects known to the **insured** and complies with any statutory obligation concerning its examination and certification
- c) the **insurer** is entitled to withdraw cover if such Plant is found to be unsatisfactory for insurance following inspection by the **insurer**.

2.2 Debris Removal

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

- a) removing debris including compliance with the Waste Electrical and Electronic Equipment Directive (WEEE)
 - b) dismantling and or demolishing
 - c) shoring up, propping or boarding up
- of **property** following insured Damage.

The **insurer** will not pay for any costs or expenses:

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

2.3 Emergency Services

This part includes emergency service charges for which the **insured** may be liable not exceeding £15,000 in respect of each and every claim for Damage for which liability is accepted by the **insurer**.

2.4 European Union and Public Authority Requirements (including Undamaged Property)

Subject to the following supplementary conditions this part includes the additional cost of reinstatement incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Union legislation
- b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

hereinafter referred to as the 'Stipulations' in respect of Damage to the **property** insured and undamaged portions thereof.

The **insurer** will not pay for:

- i) the cost incurred in complying with the Stipulations:
 - 1) in respect of Damage not insured under this part
 - 2) under which notice has been served upon the **insured** prior to the happening of Damage
 - 3) for which there is an existing requirement which has to be implemented within a given period
- ii) the additional cost that would have been required to make good the **property** suffering Damage to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by its owner by reason of compliance with the Stipulations.

Supplementary Conditions

1. The work of reinstatement must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the **insurer's** liability not being increased.
2. If the **insurer's** liability under this part apart from this clause is reduced by the application of any of the terms and conditions of this part then the **insurer's** liability under this clause will be reduced in like proportion.

2.5 Expediting Expenses

This part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent in effecting temporary repair and of expediting permanent repair including overtime working and the use of rapid transport provided always that the cost does not exceed 50% of the amount payable by the **insurer** in respect of the Damage to **property** insured or £50,000 whichever is the lesser.

2.6 Loss Minimisation and Prevention Expenditure

The insurance under this part includes reasonable costs and expenses necessarily incurred by the **insured** in:

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

Provided always that:

- i) the impending Damage was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred
- ii) the costs and expenses incurred prevented or mitigated the Damage
- iii) the **insurer's** limit of indemnity does not exceed £25,000 in the aggregate in any one period of insurance.

2.7 Own Surrounding Property

This part includes Damage to Own Surrounding Property directly resulting from insured Damage to Plant or in the case of Lifting and Handling Plant caused by impact through the normal operation of Plant even though such Plant does not itself suffer Damage excluding Damage to Own Surrounding Property caused by leakage from Plant provided always that the cost does not exceed the limit of indemnity stated in the schedule.

2.8 Payments on Account

At the **insurer's** discretion payments on account may be made to the **insured** but in no case will any payment exceed the **insurer's** liability in respect of the limit of indemnity stated in the schedule.

2.9 Reinstatement Basis

Subject to the following supplementary conditions the basis upon which the amount payable in respect of Plant not more than 2 years old and Own Surrounding Property is to be calculated will be **reinstatement**.

Supplementary Conditions

1. The **insurer's** liability for the repair of partially damaged **property** will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this clause will be made:
 - a) unless **reinstatement** commences and proceeds without delay
 - b) until the cost of **reinstatement** has been incurred
 - c) if the **property** insured at the time of its Damage is insured by any other insurance effected by or on the **insured's** behalf which is not on the same basis of **reinstatement**.

3. All the terms and conditions of this part will apply:
 - a) in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
 - b) where claims are payable as if this clause had not been incorporated.

2.10 Temporary Removal

This part includes Damage to Plant while temporarily removed to any other premises or working site within the European Economic Area and Switzerland and while in transit other than by sea or air to and from such premises or working site.

Provided always that the **insurer's** total liability in respect of Damage to **property** insured which is in transit or temporarily located at other premises will not exceed £100,000 any one **event**.

Section 3 – Special Exclusions

This part does not cover:

1. Consequential Loss

compensation for loss of use or consequential loss of whatsoever nature

2. Corrosion and Erosion

the cost of rectifying or making good any form of corrosion or erosion howsoever arising but resulting Damage is not excluded

3. Current Report of Inspection

Loss or damage caused to any item of **insured** plant unless the item has a current report of inspection issued by a competent inspection authority

If the report of inspection shows the item status as 'not available' or 'not located' then the **insurer** will regard it as not having a current inspection report. However, the **insurer** will continue to provide the **insured** with cover for 60 days from the date the report was issued to allow the **insured** enough time to arrange for the item to be inspected and receive a current inspection report

If the **insurer** has to issue any subsequent reminder reports that still show the item status as 'not available' or 'not located,' cover will cease immediately until the item in question has been inspected

4. Excluded Parts

Damage to:

- a) glass or non-metallic parts
- b) any device for safety or protection when it operates for that purpose
- c) bulbs, thermionic valves, electric heating elements, photo electric cells, transistors, cathode ray and x-ray tubes and similar apparatus
- d) track rails, wear plates, cutting edges, crushing, grinding or hammering surfaces, cutting, shaping or drilling tools and the like

5. Fire and Perils

Damage by fire howsoever caused, lightning, explosion other than Explosion where cover code S or EC applies, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal at the Site or at any other premises or working site while temporarily removed

6. Inadequate Maintenance

Damage to any item of Plant caused by or arising from non-compliance by the **insured** with the maintenance requirements specified by the Plant manufacturer or supplier

7. Installation

Damage to any item of Plant during its installation, erection or dismantling

8. Known Defects

Loss or damage caused by known defects which are noted on the current report of inspection, regardless of which competent inspection authority issued the current report

If the current inspection report was not issued by the **insurer** then the **insurer** will require the **insured** to supply the **insurer** with a copy of that report if requested

9. Modifications

Damage to any item of Plant caused by or arising from modifications to that item beyond the specifications laid down by its manufacturer

10. Multiple Lifts

Damage arising out of any raising or lowering operations in which a single load is shared between any item of Lifting and Handling Plant and any other equipment unless such operation is carried out in accordance with the British or European Code of Practice for the Safe Use of Cranes applying at the time of loss

11. Newly Installed Plant

Damage to any item of Plant due to its own Breakdown, Explosion or Collapse:

- a) where it has not successfully completed its performance acceptance tests
- b) occurring within 28 days of its initial installation at the Site

12. Product Recall

Damage to any item of Plant caused by or arising from non-compliance by the **insured** with a recall notice issued by the Plant manufacturer or supplier

13. Supplier's Responsibility

Damage for which a manufacturer, supplier, contractor or repairer is responsible to the extent that the **insured** are able to recover from such party either by law or under contract

14. Testing or Repair

Damage to any item of Plant:

- a) which at the time of its occurrence is undergoing a hydraulic test or any form of testing involving abnormal stresses or intentional overloading
- b) caused by the application of any tool or process in the course of its maintenance, inspection, repair, alteration, modification or overhaul

15. Wear and Tear

the cost of rectifying or making good wear and tear, scratching of painted or polished surfaces, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts, defective joints or seams but resulting Damage is not excluded.

Section 4 – Special Provisions

1. Obsolete or Foreign Plant

In the event of a claim in respect of Plant which is obsolete or of foreign manufacture and for which replacement parts cannot be supplied by the makers from stock the **insurer's** liability will be limited to the price of corresponding parts of current Plant of similar size and type together with the estimated cost of installing them.

2. Subrogation Waiver

In the event of a claim the **insurer** agrees to waive any right, remedy or relief to which the **insurer** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary or subsidiary to parent to the **insured** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Damage
- b) any company which is a subsidiary of a parent company of which the **insured** is itself a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Damage.

3. Suspension of Cover

The **insurer** reserves the right at any time to suspend the insurance on any Plant until the **insurer's** requirements for its safe operation have been fulfilled.

Section 5 – Special Condition

1. Access

The **insured** will afford reasonable facilities for the **insurer's** representatives to examine any Plant.

Part N – deterioration of stock

Section 1 – Special Definitions

Accident

- a) Rise or fall in temperature in the cold chambers of the Refrigeration Plant at the **premises** as a direct result of:
 - i) sudden and unforeseen **damage** to the Refrigeration Plant or non-operation of its controlling devices by any cause not otherwise excluded
 - ii) failure of the public supply of electricity at the terminal ends of the supplier's service feeders at the **premises**
 - iii) failure of the electrical installation connecting the Refrigeration Plant to the supplier's service feeders
- b) action of refrigerant fumes escaping from the Refrigeration Plant.

Refrigeration Plant

Refrigerators and freezers advised to the **insurer**.

Replacement Value

The cost of replacing the Stored Goods including the cost of any processing and packaging undertaken by the **insured**.

Stored Goods

Chilled or frozen foods contained in the Refrigeration Plant or elsewhere at the **premises** and which would have been contained in the Refrigeration Plant but for an Accident.

Section 2 – Cover

In the event of deterioration, putrefaction or contamination of Stored Goods caused by an Accident the **insurer** will indemnify the **insured** in respect of:

- a) their Replacement Value less any amount received by the **insured** from their sale
- b) reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in their value which but for such additional expenditure would have taken place but not exceeding the amount of the reduction avoided

less any sum saved in respect of any costs or expenses which may cease or are reduced in consequence of the Accident.

The **insurer's** liability will not exceed in respect of any one item of Refrigeration Plant the sum insured stated in the schedule.

2.1 Additional Costs

The **insurer** will also indemnify the **insured** in respect of reasonable costs and expenses necessarily incurred by the **insured** with the **insurer's** consent for:

- a) obtaining a condemnation certificate issued by an environmental health officer as proof of loss in respect of any valid claim
- b) the disposal of Stored Goods for which a condemnation certificate has been issued as a result of an Accident for which the **insurer** has admitted liability
- c) the cleaning or decontamination of the Refrigeration Plant following an Accident for which the **insurer** has admitted liability.

2.2 Automatic Reinstatement of Sum Insured

In the absence of written notice by the **insurer** or the **insured** to the contrary this insurance will not be reduced by the amount of any loss in consideration of which the **insured** will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance.

2.3 Loss Minimisation and Prevention Expenditure

The insurance under this part includes reasonable costs and expenses necessarily incurred by the **insured** in:

- a) preventing or mitigating **damage** to Stored Goods in the event of an imminent Accident
- b) preventing or mitigating further **damage** to Stored Goods after or in consequence of actual **damage**.

Provided always that:

- i) the impending Accident was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred
- ii) the costs and expenses incurred prevented or mitigated the **damage**
- iii) the **insurer's** limit of liability does not exceed £2,500 in the aggregate in any one period of insurance.

Section 3 – Special Exclusions

This part does not cover:

1. Consequential Loss

consequential loss of whatsoever nature

2. Fire and Perils

loss in consequence of fire howsoever caused, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal at the **premises** or at any other **premises** or working site while temporary removed

3. Utilities

loss in consequence of a failure of the supply of electricity directly or indirectly due to:

- a) a deliberate act of the supplier not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- b) a scheme of rationing not necessitated by **damage** to the supplier's generating or supply equipment
- c) the inability of the supplier to maintain the supply system due to industrial action by any of its employees.

Section 4 – Special Provisions

1. Subrogation Waiver

In the event of a claim the **insurer** agrees to waive any right, remedy or relief to which the **insurer** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary or subsidiary to parent to the **insured** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Accident
- b) any company which is a subsidiary of a parent company of which the **insured** is itself a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Accident.

2. Underinsurance

If at the commencement of an Accident the sum insured at the **premises** where the Accident has occurred is less than the total Replacement Value of the Stored Goods thereat the **insured** will be considered as being their own insurer for the difference and the amount payable will be proportionately reduced.

For the avoidance of doubt clause c) iii) of General Condition 6 will not apply.

Section 5 – Special Condition

1. Access

The **insured** will afford reasonable facilities for the **insurer's** representatives to examine any Refrigeration Plant.

Part O – fidelity guarantee

Section 1 – Special Definition

Assets

Money, securities, goods or other property belonging to the **insured** or in the **insured's** trust or custody for which the **insured** is legally responsible.

Computer Equipment

- a) Computer hardware and its peripheral devices including interconnecting wiring and media used for electronic processing, communication and storage of data
- b) temperature and environmental control, power supply and voltage regulating equipment and protective devices exclusively for use with computer hardware
- c) third party proprietary software held on media

in the **insured's** custody and control.

Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of loss of Assets belonging to the **insured** or in the **insured's** trust or custody for which the **insured** is legally responsible occurring as a direct result of any act of fraud or dishonesty committed by any person guaranteed stated in the schedule during the period of insurance.

Provided always that such loss is discovered not more than 24 months following:

- a) the termination of the insurance relative to the person guaranteed concerned in such loss
- b) the termination of employment with the **insured** of the person guaranteed or the last of the respective persons guaranteed if more than one was concerned with the fraud or dishonesty
- c) the termination of this part

whichever happens first.

2.1 Auditors Fees

The **insurer** will indemnify the **insured** in addition to the sum guaranteed in respect of costs and expenses incurred by the **insured** in investigating and proving any act of fraud or dishonesty which results in a claim under this part provided always that the liability of the **insurer** under this clause will not exceed 10% of the amount otherwise payable in respect of such claim.

2.2 Third Party Computer Fraud

Where this clause is stated by endorsement in the schedule as being operative and subject to the following supplementary conditions the **insurer** will indemnify the **insured** in respect of loss of Assets directly resulting from **hacking** occurring during the period of insurance which is discovered during that period of insurance or within a period of 24 months following the expiry of that period of insurance.

Provided always that the **insurer** will not be liable under this clause for:

a) Electronic Data

any loss not involving addition, amendment, substitution, corruption or distortion of or to electronic data

b) Employee Dishonesty

any loss caused by an **employee** or by any other party or parties acting in collusion with any **employee**

c) Excess

the first £5,000 or any higher amount stated by endorsement in the schedule in respect of any one claim or series of claims consequent upon or attributable to any person or any group of persons acting in collusion

d) Loss Limitation

more than the sum insured stated by endorsement in the schedule in respect of:

- i) any one loss
- ii) the total of all losses discovered during any one period of insurance where any losses discovered within 24 months of the termination of this cover extension will be treated as having been discovered during the final period of insurance
- iii) any number of losses during any number of periods of insurance forming the basis of any one claim whether under this special extension or any similar policies issued in addition to them or in substitution for them

e) Other Insurance

any loss caused by any other person in respect of whom employee dishonesty or fidelity guarantee insurance has been effected by the **insured** or caused by any other party or parties acting in collusion with any such person.

Supplementary Conditions to Cover 2.2

1. Employee Dishonesty and Data Erasure Insurance

It is a condition precedent to the liability of the **insurer** under this clause that:

- a) employee dishonesty or fidelity guarantee insurance for all **employees** must be insured with the **insurer** under this part; and
- b) the basic sum guaranteed under such employee dishonesty or fidelity guarantee insurance must be equal to or more than the limit of liability under this clause; and
- c) the **insured** must have in place insurance against erasure, destruction, corruption or distortion of software or data which is the subject of **hacking**.

2. Notification of Loss

It is a condition precedent to the **insurer's** liability under this clause that the **insured** will as soon as practicable and with due diligence give notification in writing to the **insurer** of any loss or possible loss. The **insurer** will not be liable for any loss arising after such notification attributable to the same source of the unauthorised interference which gave rise to such notification.

3. Particulars of Loss

The **insured** will at the **insured's** own expense and within 3 months (or such longer period as the **insurer** may allow) following notification of a claim deliver to the **insurer** full particulars of the loss including the amount and the identity of the person or persons alleged to have been responsible and will provide the **insurer** with further particulars, information, proofs and explanations as may be reasonably required.

4. Systems of Security

It is a condition precedent to the insurer's liability in respect of **hacking** that:

- a) a documented information security policy must be maintained and this must be approved by management, published and communicated to all **employees** using Computer Equipment
- b) access to all networks and systems must be authenticated by means of individual user identifications and passwords which are unpredictable, alphanumeric of at least 6 characters and required to be changed at least every 90 days
- c) firewalls must be in place to prevent **hacking** on all connections from internal networks and systems to external networks
- d) remote users must be authenticated before being allowed to connect to internal networks and systems
- e) anti-virus software must be installed on all networks and systems to protect against viruses, worms and other malicious code.

Section 3 – Special Exclusions

This part does not cover:

1. Consequential Loss

any loss of interest or consequential loss of any kind

2. Excess

an **excess** the amount of which is stated in the schedule. Unless stated otherwise the **excess** will apply to each and every loss

3. Employees or Governors Known to have Committed Prior Fraudulent or Dishonest Acts

any loss arising from the engagement of any **employee** or appointment of any **governor** who to the **insured's** knowledge previously committed any fraudulent or dishonest act except for convictions regarded as spent under the Rehabilitation of Offenders Act 1974

4. Reasonable Grounds for Suspicion

any loss arising out of any act of fraud or dishonesty committed by any person guaranteed after the **insured** or any person acting on behalf of the **insured** has become aware of or has reasonable grounds for suspicion of any act of fraud, dishonesty or improper or irregular conduct on the part of that person guaranteed and this exclusion will also be a bar to any claim involving such a person guaranteed acting in collusion with another or others even though such other person(s) may not have committed or have given reasonable grounds for suspicion of any act of fraud or dishonesty or irregular conduct

5. References not passed to the Insurer

any loss where the original references relating to any defaulting **employee** have not been passed to the **insurer**

6. Written References

any loss unless the **insured** within 6 weeks of engaging any **employee** obtains written references from former employers covering the whole period of 3 years immediately preceding the **employee's** engagement by the **insured**.

Section 4 – Special Provisions

1. Automatic Reinstatement

Upon discovery of a loss leading to a valid claim under this part the sum guaranteed or the sum insured under clause 2.2 will be reinstated by the amount of such loss as subsequently ascertained.

Provided always that:

- a) the amount by which the sum guaranteed or sum insured is reinstated will only apply to acts of fraud or dishonesty committed subsequent to the date of such reinstatement
- b) the **insured** will pay any additional premium required by the **insurer**.

2. Insurer's Rights

The commencement of criminal proceedings against any person guaranteed alleged by the **insured** to have committed any act of fraud or dishonesty will not be a condition precedent to the right of the **insured** to indemnity under this part but in the event of the **insurer** being required to indemnify the **insurer** will be entitled to exercise in the name of the **insured** (but at its own expense) for its own benefit all the **insured's** rights of action against the person guaranteed or their estate. This policy will be evidence of the **insurer's** leave so to do and the **insured** will provide all such assistance as the **insurer** may require in pursuit of the said rights.

3. Reduction of Claim

Any **money** or the value of any property in the hands of the **insured** and belonging to or otherwise due to any person guaranteed whose fraud or dishonesty has given rise to a loss for which a claim is made under this part and which may legally be retained by the **insured** will be deducted from any amount that would otherwise be payable to the **insured**.

4. Sum Guaranteed

The sum guaranteed stated in the schedule is the **insurer's** monetary limit in respect of:

- a) any one loss irrespective of the number of persons guaranteed involved
- b) the total of all losses discovered during any one period of insurance. Any losses discovered within the 24 month period allowed under section 2 c) will be treated as having been discovered during the final period of insurance
- c) the total liability of the **insurer** during any number of periods of insurance and for any number of losses forming the basis of any one claim whether under this part or any similar policies issued in addition to or in substitution for them.

Where more than one sum guaranteed appears in the schedule the **insurer's** monetary limit will be the higher sum guaranteed relevant to the persons guaranteed involved in the loss or losses.

Part P – personal accident

Section 1 – Special Definitions

Annual Salary

The total annual gross salary excluding overtime, bonus or commission payments (unless specifically agreed otherwise) payable by the **insured** to the Insured Person at the date Bodily Injury is sustained.

Benefit Period

The total period (not necessarily consecutive) for which benefits for Temporary Total Disablement or Temporary Partial Disablement are payable in respect of any one loss to any Insured Person.

Where an Insured Person is employed by the **insured** on a fixed period contract the benefit period will cease at expiry of the contract or as defined in the schedule whichever is earlier.

Bodily Injury

Bodily injury which is caused by an Event.

Channel Islands

Jersey, Guernsey, Alderney and Sark.

Child

Any child of an Insured Person who is unmarried and dependant and under 18 years of age or under 25 years of age if in full time education.

Conveyance

An aircraft, ship, train, coach or similar means of transport which operates under a scheduled published timetable.

Country of Permanent Residence

The country where an Insured Person resides indefinitely or where an Insured Person has the intent to reside indefinitely.

For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

Country of Secondment

The country where an Insured Person:

- a) temporarily resides under a contract of employment with the **insured**
- b) undertakes an activity associated with the **business**

for more than 6 months and agreed by the **insurer** in a Country of Secondment endorsement attached to and forming part of this policy.

For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

Deferment Period

The beginning of a period of temporary disablement during which compensation for Temporary Total Disablement or Temporary Partial Disablement will not be payable.

Employee

Any person under a contract of service or apprenticeship with the **insured** or any person the **insured** has the right to instruct in their performance.

Event

A sudden, unforeseen and identifiable occurrence.

All occurrences or series of occurrences arising from or attributable to one source or original cause will be regarded as a single occurrence where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

Event Aggregate Limit

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event as stated in section 4.

Gross Weekly Wage

The gross average weekly equivalent of Annual Salary.

Hi-Jack

The unlawful seizure or taking control of a Conveyance in which the Insured Person is travelling.

Insured Person

Any person or category of persons as stated in the schedule.

Journey

A journey not exceeding 6 months in duration authorised by the **insured** and undertaken by an Insured Person in connection with the **business** and commencing during the period of insurance.

Kidnap

The unlawful abduction and detention of an Insured Person against their will.

Medical Expenses

All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified Medical Practitioner and all hospital, nursing home or ambulance charges. Dental, optical expenses and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

Medical Practitioner

Any legally qualified Medical Practitioner other than an Insured Person, a member of the immediate family of an Insured Person or a non-executive director of the **insured**, a **governor** or Employee.

Multi-Engined Aeroplane Limit

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event involving the same multi-engined aeroplane as stated in section 4.

Operative Time

The period of time during which the **insured** or an Insured Person are covered under this part as stated in the schedule.

Other Forms of Aerial Transport Limit

The maximum amount for which the **insurer** can be held liable in respect of all claims for Bodily Injury arising out of any one Event involving the same aircraft (not being a multi-engined aeroplane) as stated in section 4.

Paraplegia

The permanent and total paralysis of the 2 lower limbs.

Partner

The spouse, co-habiting partner or any other person recognised as the lawful partner of the Insured Person.

Permanent Total Disablement

- a) In respect of an Insured Person who is an Employee and aged above 16 years of age but below state retirement age: disablement caused other than by **loss of limb, loss of sight, Total Loss of Hearing or Total Loss of Speech** which will in all probability totally prevent the Insured Person from engaging in their Usual Occupation for the remainder of their life.
- b) In respect of an Insured Person who is:
 - i) neither an Employee nor a **governor**
 - ii) an Employee and above the state retirement age or below 16 years of age:
disablement caused other than by **loss of limb, loss of sight, Total Loss of Hearing or Total Loss of Speech** which will in all probability entirely prevent the Insured Person from engaging in any occupation for the remainder of their life.
- c) In respect of an Insured Person who is a **governor**: disablement caused other than by **loss of limb, loss of sight, Total Loss of Hearing or Total Loss of Speech** which will in all probability prevent the Insured Person from engaging in the main occupation for which they are suited by training and qualifications for the remainder of their life.

Quadriplegia

The permanent and total paralysis of all 4 limbs of the body.

Temporary Partial Disablement

- a) In respect of an Insured Person who is an Employee and aged above 16 years of age but below state retirement age: disablement which prevents the Insured Person from engaging in more than 60% of their Usual Occupation for the Benefit Period.
- b) In respect of an Insured Person who is:
 - i) neither an Employee nor a **governor**
 - ii) an Employee above the state retirement age or below 16 years of age:
disablement of the Insured Person to a substantial extent from engaging in any occupation for the Benefit Period or in the case of an Insured Person who is a pupil from engaging in their scholastic duties for the Benefit Period.
- c) In respect of an Insured Person who is a **governor**: disablement from engaging in more than 60% of the main occupation of the Insured Person for which they are suited by training and qualifications for the duration of the Benefit Period.

Temporary Total Disablement

- a) In respect of an Insured Person who is an Employee and aged above 16 years of age but below state retirement age: disablement which totally prevents the Insured Person from engaging in all elements of their Usual Occupation for the Benefit Period.
- b) In respect of an Insured Person who is:
 - i) neither an Employee nor a **governor**
 - ii) an Employee above the state retirement age or below 16 years of age:
disablement which entirely prevents the Insured Person from engaging in any occupation for the Benefit Period or in the case of an Insured Person who is a pupil from engaging in their scholastic duties for the Benefit Period.
- c) In respect of an Insured Person who is a **governor**: disablement which totally prevents the Insured Person from engaging in all elements of the main occupation for which they are suited by training and qualifications for the duration of the Benefit Period.

Total Loss of Hearing

Total and permanent loss of hearing.

Total Loss of Speech

Total and permanent loss of speech.

United Kingdom

England, Scotland, Wales and Northern Ireland.

Usual Occupation

The main occupation of the Insured Person for which they are suited by training and qualifications under a contract of employment with the **insured**.

War

Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

Section 2 – Cover

If an Insured Person sustains Bodily Injury during the Operative Time that within 24 months solely and independently of any other cause results in death or disablement the **insurer** will pay the **insured** the appropriate benefit stated in the schedule.

In respect of any one Insured Person a benefit will not be payable under more than one of benefits 1 to 7 with the exception of benefit 6 or benefit 7 which are payable in addition to benefit 4. Any benefit payable under benefit 8 or benefit 9 will immediately cease should a benefit under one of benefits 1 to 7 subsequently be payable by the **insurer** to the **insured**.

In respect of an Insured Person under the age of 16 the maximum compensation payable under benefit 1 will be £10,000.

2.1 Childcare Costs and Domestic Staff Expenses

In the event of a claim being agreed by the **insurer** for Temporary Total Disablement the **insurer** will indemnify the **insured** on behalf of any **governor** or Employee for childcare costs and domestic staff expenses up to a maximum amount of £500 per week for a maximum period of 26 weeks or until the date of return full time to Usual Occupation whichever is the lesser period.

2.2 Coma Benefit

In the event of the continuous unconsciousness of the Insured Person caused solely and independently by Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** £375 per week for each full week of continuous unconsciousness up to a maximum period of 104 weeks.

2.3 Damage to Personal Effects

If an Insured Person sustains **damage** to their personal effects consisting of money, articles of clothing, footwear and other **property** worn or carried by the Insured Person as a result of Bodily Injury in respect of which benefit becomes payable under this part or unprovoked assault during the Operative Time the **insurer** will pay the **insured** up to a maximum amount of £500.

2.4 Dental Injury Expenses

If an Insured Person sustains **damage** to teeth or fixed dentures during the Operative Time the **insurer** will pay the **insured** for the cost of necessary dental treatment required within 12 months of the Event giving rise to the **damage** up to a maximum amount of £500.

2.5 Dependants' Benefit

If a payment is made under benefit 1 the **insurer** will pay the **insured** an amount per Child of 2% of the amount stated under benefit 1 subject to a maximum of £5,000 per Child and up to a total of 10% of the amount stated under benefit 1 or £50,000 whichever is the lesser.

2.6 Disability Assistance

If an Insured Person sustains Bodily Injury during the Operative Time that within 24 months solely and independently of any other cause results in either Paraplegia or Quadriplegia the **insurer** will pay the **insured** up to £20,000 for expenses incurred with the **insurer's** prior written consent for alterations that are required to the Insured Person's home or car.

Provided always that expenses must have been incurred within 12 months of the **insured** receiving a benefit payment for either Paraplegia or Quadriplegia from the **insurer**.

2.7 Disappearance

If an Insured Person disappears and after a suitable period of time as judged reasonable by the appropriate legal authority it is reasonable to believe that the Insured Person's death resulted from Bodily Injury during the Operative Time the **insurer** will pay the **insured** the sum insured under benefit 1 in the schedule. If it later transpires that the Insured Person has not died any amount paid will be refunded by the **insured** to the **insurer**.

2.8 Domestic Travel Expenses

If an Insured Person sustains Bodily Injury while on a Journey during the Operative Time and requires an in-patient hospital admission within the Insured Person's Country of Permanent Residence or Country of Secondment the **insurer** will pay the **insured** up to £5,000 for all reasonable costs necessarily incurred for:

- a) travel, sustenance and accommodation expenses for up to 2 nominated persons who on medical advice are required to travel to or remain with the Insured Person until the Insured Person's return to the place where the Insured Person permanently resides within the country where they are an in-patient
- b) the return transportation of the Insured Person to the place where the Insured Person permanently resides within the country where they are an in-patient
- c) the transportation of the Insured Person to their final resting place within their Country of Permanent Residence or Country of Secondment in the event of the death of the Insured Person as a result of such Bodily Injury.

2.9 Exposure

If an Insured Person suffers unavoidable exposure to the elements during the Operative Time that within 24 months solely and independently of any other cause results in death or disablement the **insurer** will pay the **insured** in accordance with the benefits stated in the schedule.

2.10 Facial Scarring

If an Insured Person sustains Bodily Injury during the Operative Time which results in permanent scarring to no less than 15% of the facial area the **insurer** will pay the **insured** £1,500 and this benefit will be increased proportionally to a maximum amount of £10,000 on the basis of actual scarring of the facial area up to 100%.

2.11 Funeral Expenses

If a payment is made under benefit 1 the **insurer** will pay the **insured** up to £10,000 for reasonable funeral expenses. The **insurer** will not be liable for more than the Event Aggregate Limit stated in section 4.

2.12 Hi-Jack or Kidnap

If an Insured Person is the victim of a Hi-Jack or Kidnap during the Operative Time the cover provided under this section will remain in force until the Insured Person has returned to their Country of Permanent Residence or Country of Secondment or until a period of 12 months from the date of the Hi-Jack or Kidnap has expired whichever occurs first.

2.13 Hospitalisation Benefit

If an Insured Person is admitted to hospital as an in-patient as a result of Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** £375 for each full week of hospitalisation up to a maximum period of 52 weeks.

2.14 Medical Expenses

If an Insured Person incurs Medical Expenses as a result of Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** up to 20% of the amounts paid under benefits 1 to 7 inclusive or 30% of the amounts paid under either benefit 8 or benefit 9 whichever is the greater but not exceeding £20,000.

2.15 Moving Costs

Where an Insured Person sustains Permanent Total Disablement and the **insurer** agrees to a claim for such disablement the **insurer** will pay the **insured** on behalf of the Insured Person up to a maximum amount of £20,000 for estate agent's fees, stamp duty and removal costs incurred by the Insured Person within 24 months of the Event giving rise to the disablement as a result of which it becomes necessary to move their permanent residence to an alternative permanent residence.

2.16 Permanent Partial Disablement

If the Insured Person sustains permanent partial disablement during the Operative Time the **insurer** will pay the **insured** the following percentages of the sum insured under benefit 5 for permanent severance or permanent total loss of use of:

a) one thumb	30%
b) forefinger	20%
c) any finger other than forefinger	10%
d) big toe	15%
e) any toe other than big toe	5%
f) shoulder or elbow	25%
g) wrist, hip, knee or ankle	20%
h) lower jaw by surgical operation	30%

Provided always that:

- i) when an Insured Person suffers more than one form of permanent partial disablement as a result of an Event the percentages from each will be added together but the **insurer** will not pay more than 100% of benefit 5.
- ii) any permanent partial disablement not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above without reference to the Insured Person's occupation.
- iii) if a claim is payable for loss of or loss of use of a whole part of the body a claim for any component part of that part cannot also be made.

2.17 Physiotherapy

In the event of a claim being agreed by the **insurer** for Temporary Total Disablement the **insurer** will pay the **insured** on behalf of the Insured Person for the cost of physiotherapy up to a maximum amount of £500.

2.18 Rehabilitation Support

Where an Insured Person suffers Bodily Injury resulting in disablement for which the **insurer** agrees to pay a benefit under this part the **insurer** will at its discretion for a maximum period of 12 months from the date of such disablement enlist the services of Zurich Medical Management to:

- a) carry out by telephone an initial medical assessment of the Insured Person in conjunction with the Insured Person's medical advisors and discuss options for beneficial medical, prosthetic and counselling services
- b) provide support to the Insured Person during the recovery period to minimise the effects of their Bodily Injury and to follow the agreed rehabilitation plan and to advise on and coordinate a return to work plan.

Provided always that the **insured** or the Insured Person will bear the cost of any treatment or other services taken up as a result of such support or arrangements offered or made by Zurich Medical Management other than that cost allowed for under clause 2.17.

2.19 Retraining Expenses – Insured Person or Partner

If the insurer makes a payment for Permanent Total Disablement the insurer will also pay the insured up to £15,000 for reasonable expenses incurred in retraining any governor or Employee for an alternative occupation and in the event of the governor or Employee being unable to undertake retraining for any alternative occupation the insurer will pay the insured up to £15,000 for reasonable expenses incurred in retraining the governor's or Employee's Partner for a new or alternative occupation.

Section 3 – Special Exclusions

This part does not cover any expense or loss arising from:

1. Active Service

an Insured Person engaging in active service in any of the armed forces of any nation

2. Age Limitation

an Insured Person who has attained the age of 80 years unless such Bodily Injury, loss or expense occurs during the period of insurance in which the Insured Person attains the age of 80 years

3. Excluded Causes

any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post traumatic stress disorder other than as a direct result of Bodily Injury caused by an Event

4. Excluded Travel to Dangerous or Unsettled Areas

a Journey to the countries or specific areas of countries listed in the schedule

5. Non Passenger Air Travel

an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

6. Suicide or Self-Injury

an Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury

7. War Risks

War within the Insured Person's Country of Permanent Residence or Country of Secondment.

Section 4 – Special Provisions

1. Any One Insured Person Maximum Benefit

The maximum amounts payable under this part are as follows:

Maximum benefit any one Insured Person (benefits 1 to 7)	£500,000
Maximum benefit any one Insured Person (benefits 8 and 9)	£500,000.

2. Event Aggregate Limitation

The maximum amount payable under this part as the Event Aggregate Limit is £5,000,000.

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event exceeds the Event Aggregate Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Event Aggregate Limit.

3. Multi-Engined Aeroplane and Other Forms of Aerial Transport Limitation

The maximum amounts payable under this part are as follows:

Multi-Engined Aeroplane Limit	£1,000,000
Other Forms of Aerial Transport Limit	£500,000.

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event involving the same:

- a) multi-engined aeroplane exceeds the Multi-Engined Aeroplane Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Multi-Engined Aeroplane Limit
- b) aircraft (not being a multi-engined aeroplane) exceeds the Other Forms of Aerial Transport Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Other Forms of Aerial Transport Limit.

Section 5 – Special Conditions

1. Assignment

This insurance may not be assigned without the prior written consent of the **insurer**.

2. Duplicate Cover

If a loss is covered under this part or any section of parts Q(1) or Q(2) to this policy the **insurer** will provide cover under the section or part that provides the most cover but never under more than one section or part. In no event will the **insurer** make duplicate payments for the same loss.

3. Interest

No sum payable under this part will carry interest.

4. Special Claims Conditions

It is a condition precedent to the **insurer's** liability under this part that in the event of any circumstances which could give rise to a claim the **insured** will:

- a)
 - i) give notice to the **insurer** as soon as reasonably possible by writing to the following address: Zurich Casualty Claims (A&H), 1 East Parade, Leeds, LS1 2AA, e-mailing LeedsCasualtyClaims@uk.zurich.com or telephoning 0113 2427742 (fax 0113 2421421)
 - ii) make no admission of liability without the **insurer's** prior written consent
 - iii) provide the **insurer** or the **insurer's** appointed representatives with:
 - 1) all necessary assistance in a timely manner
 - 2) all information reasonably required
 - 3) all documentation and records necessary to establish and assess indemnity under this part
 - iv) prove the loss to the **insurer's** reasonable satisfaction
 - v) forward immediately to the **insurer** or the **insurer's** representatives any letter, writ or other document received in connection with any claim made under this part
 - vi) assist and concur with all reasonable arrangements for the **insurer's** medical advisors to examine an Insured Person in respect of whom a claim has arisen

- b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by the **insurer** on all matters connected with a claim at such reasonable time and place as the **insurer** may designate.

No act by the **insurer** or the **insurer's** representatives in connection with any investigation will be deemed a waiver of any defence which the **insurer** might otherwise have. All acts will be deemed to have been made without prejudice to the **insurer's** liability.

The **insurer** reserves the right to:

- a) take such steps as the **insurer** deems necessary to prevent, mitigate or minimise a loss
- b) take over and conduct the defence or settlement of claims made against an Insured Person that is covered by this part
- c) pursue all rights or remedies available to the **insured** whether or not payment has been made.

5. Third Party Rights

A person who is not a party to this contract including specifically any Insured Person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

Part Q (1) – school journey (winter sports excluded)

Section 1 – Special Definitions

Bodily Injury

Injury which is caused by an Event.

Cancellation or Curtailment Limit

The maximum amount for which the **insurer** can be held liable in respect of all claims under section 2F for loss and expense arising out of any one Event.

Consultants' Costs

Reasonable fees and expenses of the **insurer's** chosen consultants necessarily incurred in response to a Kidnap.

Conveyance

An aircraft, ship, train, coach or similar means of transport which operates under a scheduled published timetable.

Electronic Business Equipment

Property owned by the **insured** and provided to the **insured person** to enable the **insured person** to perform their occupational tasks. These items must be of an electronic nature and cannot be items supplied or manufactured by the **insured**.

Emergency Repatriation Expenses

All reasonable costs including the cost of medical attendants necessarily incurred in transporting the Insured Person to an appropriate hospital or nursing home or to the United Kingdom if recommended by Zurich Travel Assistance in conjunction with the local attending Medical Practitioner.

Employee

Any person under a contract of service or apprenticeship with the **insured** or any person the **insured** have the right to instruct in their performance.

Event

A sudden unforeseen and identifiable occurrence.

All occurrences attributable to one source or original cause will be regarded as a single occurrence where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

Event Aggregate Limit

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event.

Hi-jack

The unlawful seizure or taking control of a Conveyance in which the Insured Person is travelling.

Insured Person

Any member of a party approved by the **insured** who is involved in full-time education or is an adult helper or accompanying child authorised by the **insured** to participate in a Journey.

Journey

A journey for educational purposes not exceeding 31 days in duration approved by the **insured** and commencing during the period of insurance excluding winter sports trips.

Kidnap

The unlawful abduction and detention of an Insured Person against their will.

Legal Expenses

- a) Any reasonable fees, expenses and other disbursements necessarily incurred with the **insurer's** written consent by a solicitor, firm of solicitors or any other appropriately qualified person, firm or company appointed by the **insured** or by the Insured Person including costs and expenses of expert witnesses and any such fees, expenses and other disbursements incurred by the **insurer** in connection with such claims or procedures; and
- b) any costs for which an Insured Person is legally liable following an award of costs by any court or tribunal and any costs following an out of court settlement made in connection with any claim or legal proceedings.

Medical Practitioner

Any legally qualified medical practitioner other than an Insured Person, a member of the immediate family of an Insured Person, a **governor** or Employee.

Missed Departure

The failure of a Conveyance in which an Insured Person is travelling to reach its destination point at the published expected time of arrival resulting in the Insured Person missing the first Conveyance at the beginning of a Journey which involves travel outside the United Kingdom.

Missed International Connection

The failure of a Conveyance in which an Insured Person is travelling to reach its destination point outside the United Kingdom at the published expected time of arrival resulting in the Insured Person missing an onward connecting Conveyance on which the Insured Person is booked to travel in the course of a Journey.

Money

Current coins, bank and currency notes, bankers drafts, bills of exchange, letters of credit, postal and money orders, postal stamps, signed travellers and other cheques, postal and money orders, phone cards, travel tickets, debit/credit cards, charge cards, gift tokens and coupons which belong to or are in the custody and control of the Insured Person on a Journey and are intended for travel, meals, accommodation and personal expenditure only.

Multi-Engined Aeroplane Limit

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event involving the same multi-engined aeroplane.

Natural Catastrophe

An Event caused by a natural phenomenon including earthquake, flood, hurricane, landslide, tornado, tsunami, volcanic eruption or wildfire.

Operative Time

The period of time during which an Insured Person undertakes a Journey commencing from the time:

- a) the Insured Person leaves the school boundaries until their return to the school boundaries for Journeys within a single day with no overnight stay
- b) the Insured Person leaves their normal place of residence until their return to their normal place of residence on completion of the Journey in the case of Journeys exceeding one day.

Other Forms of Aerial Transport Limit

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event involving the same aircraft (not being a multi-engined aeroplane).

Overseas Medical Expenses

All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified Medical Practitioner and all hospital, nursing home or ambulance charges outside the United Kingdom. Dental, optical and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

Personal Property

Personal goods belonging to the Insured Person which are taken by them on a Journey, sent in advance of a Journey or acquired during a Journey excluding Money.

Political and Natural Disaster Evacuation Limit

The maximum amount for which the **insurer** can be held liable in respect of all claims under section 2H for loss and expense arising out of any one Event.

Total Loss of Hearing

Total and permanent loss of hearing.

Total Loss of Speech

Total and permanent loss of speech.

Travel Expenses

All reasonable costs necessarily incurred:

- a) for travel, sustenance and accommodation expenses of up to 2 nominated persons who on medical advice are required to travel to or remain with the Insured Person up to a maximum of £10,000 any one claim
- b) for funeral expenses incurred in the burial of the Insured Person outside the United Kingdom
- c) in transporting the Insured Person's body or ashes and Personal Property back to the United Kingdom.

United Kingdom

England, Scotland, Wales and Northern Ireland.

War

Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

Zurich Travel Assistance

The coordinator on the **insurer's** behalf of a range of services in connection with medical assistance aspects of this part and a range of security services in connection with Kidnap or political and natural disaster evacuation and other non-medical emergency aspects of this part supported by a 24 hour helpline

Please note that these services are supplied by third parties who are contracted to the insurer.

Section 2 – Cover

Section 2A – Personal Accident

The Cover

If an Insured Person sustains Bodily Injury while on a Journey during the Operative Time that within 24 months solely and independently of any other cause results in death or disablement the **insurer** will pay the **insured** the following benefits:

Benefits

- A death of an Insured Person:
- | | |
|---------------------------|---------|
| 1. aged 16 years and over | £25,000 |
| 2. aged under 16 years | £10,000 |
- B **loss of sight, loss of limb, Total Loss of Hearing or Total Loss of Speech** £25,000
- C permanent total disablement other than in B above which will in all probability entirely prevent the Insured Person from engaging in any occupation for the remainder of their life £25,000
- D permanent partial disablement according to the following percentages of benefit C:
- Permanent severance or permanent total loss of use of:
- | | |
|-------------------------------------|-----|
| 1. one thumb | 30% |
| 2. forefinger | 20% |
| 3. any finger other than forefinger | 10% |
| 4. big toe | 15% |
| 5. any toe other than big toe | 5% |
| 6. shoulder or elbow | 25% |
| 7. wrist, hip knee or ankle | 20% |
| 8. lower jaw by surgical operation | 30% |
- E temporary total disablement for a period not exceeding 104 weeks from the date of disablement from engaging in:
- | | |
|--|---------------|
| 1. any occupation in respect of an Insured Person aged 16 years and over | £100 per week |
| 2. scholastic duties in respect of an Insured Person aged under 16 years | £25 per week |

Provided always that:

- a) in respect of benefit D
- when an Insured Person suffers more than one form of permanent partial disablement as a result of an Event the percentages from each will be added together but the **insurer** will not pay more than 100% of benefit C
 - any permanent partial disablement not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above without reference to the Insured Person's occupation

- iii) if a claim is payable for loss of or loss of use of a whole part of the body a claim for any component part of that part cannot also be made
- b) in respect of any one Insured Person a benefit will not be payable under more than one of benefits A to D and any benefit payable under benefit E will immediately cease should a benefit under one of benefits A to D subsequently be payable by the **insurer**.

2A.1 Dental Injury Expenses

If an Insured Person sustains **damage** to teeth or fixed dentures during the Operative Time the **insurer** will pay the **insured** for the cost of necessary dental treatment required within 12 months of the Event giving rise to the **damage** up to £1,000.

2A.2 Disappearance

If an Insured Person disappears and after a suitable period of time as judged reasonable by the appropriate legal authority it is reasonable to believe that the Insured Person's death resulted from Bodily Injury during the Operative Time the **insurer** will pay the **insured** the sum insured under benefit A. If it later transpires that the Insured Person has not died any amount paid will be refunded by the **insured** to the **insurer**.

2A.3 Exposure

If an Insured Person suffers unavoidable exposure to the elements during the Operative Time that within 24 months solely and independently of any other cause results in death or disablement the **insurer** will pay the **insured** in accordance with the benefits stated above.

2A.4. Facial Scarring

If an Insured Person sustains Bodily Injury during the Operative Time which results in permanent scarring to no less than 15% of the facial area the **insurer** will pay the **insured** up to a maximum amount of £2,500.

2A.5 Funeral Expenses

If a payment is made under this part in respect of death of an Insured Person the **insurer** will pay their legal representative or executor up to £5,000 for reasonable funeral expenses.

2A.6 Hi-jack or Kidnap

If an Insured Person is the victim of a Hi-jack or Kidnap during the Operative Time the cover provided under this section will remain in force until the Insured Person has returned to the United Kingdom or until a period of 12 months from the date of the Hi-jack or Kidnap has expired whichever will occur first.

Exclusion to Section 2A

This section does not cover:

1. Excluded Causes

any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post traumatic stress disorder other than as a direct result of Bodily Injury.

Provisions to Section 2A

1. Event Aggregate Limitation

The maximum amount payable under this section as the Event Aggregate Limit is £5,000,000.

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event exceeds the Event Aggregate Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Event Aggregate Limit.

2. Multi-Engined Aeroplane and Other Forms of Aerial Transport Limitation

The maximum amount payable under this section as:

- a) the Multi-Engined Aeroplane Limit is £1,000,000
- b) the Other Forms of Aerial Transport Limit is £500,000.

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event involving the same:

- i) multi-engined aeroplane exceeds the Multi-Engined Aeroplane Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Multi-Engined Aeroplane Limit
- ii) aircraft (not being a multi-engined aeroplane) exceeds the Other Forms of Aerial Transport Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Other Forms of Aerial Transport Limit.

Section 2B – Medical and Associated Expenses

The Cover

The **insurer** will pay the **insured** or the Insured Person for:

- a) Overseas Medical Expenses
- b) Travel Expenses
- c) Emergency Repatriation Expenses

incurred as a direct result of an Insured Person becoming ill or sustaining Bodily Injury while on a Journey during the Operative Time for a period not exceeding 2 years from the date of the Bodily Injury or first diagnosis of the illness up to a maximum of £10,000,000.

Provided always that the **insured** or an Insured Person must contact Zurich Travel Assistance as soon as possible if illness or Bodily Injury results in the need for in-patient hospital treatment.

2B.1 Premature Childbirth

In the event of the premature birth of a child to an Insured Person while on a Journey outside of the United Kingdom during the Operative Time the **insurer** will pay the **insured** up to a maximum amount of £10,000,000 for the Overseas Medical Expenses and Emergency Repatriation Expenses actually incurred on behalf of the prematurely born child.

2B.2 Search and Rescue Expenses

Where an Insured Person is reported missing to the appropriate authorities during a Journey the **insurer** will pay the **insured** on behalf of the Insured Person for costs incurred by recognised rescue authorities in searching for and rescuing the Insured Person up to a maximum amount of £50,000 per Insured Person provided always that the **insurer** will not pay more than £100,000 irrespective of the number of Insured Persons involved in one Event.

2B.3 Supplementary Hospital Expenses

In the event of a valid claim under this section the **insurer** will pay the reasonable costs of hospital in-patient medical charges necessarily incurred within the 3 months immediately following the date of return to the United Kingdom up to a maximum of £25,000.

Exclusions to Section 2B

This section does not cover:

1. Known Medication

the cost of medication known to be required or to be continued while on the Journey

2. Other Insurances

any expense which has been recovered from:

- a) any other insurance policy in the **insured's** or the Insured Person's name
- b) any national insurance programme which is applicable to the Insured Person

3. Unapproved Emergency Repatriation Expenses

any Emergency Repatriation Expenses incurred without the prior consent of Zurich Travel Assistance

4. Unapproved Hospital Treatment

any hospital treatment provided on an in-patient basis where the Insured Person has not made all reasonable attempts to obtain the prior consent of Zurich Travel Assistance or obtained the consent of Zurich Travel Assistance at the first opportunity after such treatment.

Section 2C – Personal Property

The Cover

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £2,500 in the event of **damage** to Personal Property on a Journey during the Operative Time subject to:

- a) a single article limit for each lost or damaged article of £500
- b) a maximum of £750 overall in respect of **damage** to jewellery, watches, binoculars, telescopes and all forms of audio, communications, electronic games, photographic or video equipment.

2C.1 Delayed Personal Property

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £125 for any reasonable expenses necessarily incurred in purchasing essential replacement items if while on a Journey during the Operative Time an Insured Person's Personal Property is temporarily lost for more than 12 consecutive hours during the outward or onward trip of the Journey. Any payment the **insurer** makes will be deducted from the total amount payable under this section if the Personal Property is permanently lost.

2C.2 Passport or Visa Indemnity

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £750 for reasonable additional travel and accommodation expenses necessarily incurred including any charges levied by the issuing office for a replacement passport or visa if an Insured Person loses or damages their passport while on a Journey during the Operative Time.

Provided always that the maximum amounts stated in this section will apply to any one Insured Person.

Exclusions to Section 2C

This section does not cover:

1. Changes in Environment, Moth or Vermin, Mechanical or Electrical Failure and Process Risks

damage due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring, repairing or alteration

2. Confiscation or Detention

loss due to confiscation or detention by customs or any other competent authority

3. Excess

the first £50 of each and every loss incurred by any one Insured Person other than under clause 2C.1

4. Excluded Property

damage to vehicles, their accessories, spare parts or trailers, fragile or brittle articles or contact lenses

5. Loss from Unattended Vehicles

damage to Personal Property left in any unattended vehicle unless the Personal Property was out of sight in a locked compartment

6. Other Insurances

damage to Personal Property which is insured under any other insurance policy

7. Police Reporting

loss not reported to the police within 24 hours of discovery

8. Sports Gear

damage to sports gear in use.

Assistance Services

The **insurer** will also provide assistance in replacing lost or stolen tickets, passport or other travel documents and assistance in locating lost or delayed luggage.

Section 2D – Money

The Cover

In the event of **damage** to Money or financial loss suffered as the result of the fraudulent use of credit, debit or charge cards on a Journey during the Operative Time or the 72 hours immediately preceding the commencement of a Journey or the 72 hours immediately following its completion the **insurer** will pay:

- a) the **insured** or the Insured Person up to a maximum of £500 per Insured Person in respect of Money belonging to that Insured Person
- b) the **insured** a maximum of £2,500 in respect of all Money in the custody of a responsible adult.

Assistance Services

The **insurer** will also provide assistance in replacing cash lost or stolen during a Journey provided always that the value of any cash advance will be deducted from any subsequent claim under section 2D. Where no claim is made under this section the value of the cash advanced will be reimbursed by the **insured** to the **insurer** upon completion of the Journey.

Exclusions to Section 2D

This section does not cover:

1. Confiscation or Detention

loss due to confiscation or detention by customs or any other authority

2. Excess

the first £50 of each and every loss incurred by any one Insured Person

3. Failure to Comply with Credit, Debit or Charge Card Terms and Conditions

loss arising from fraudulent use of a credit, debit or charge cards unless the Insured Person has complied where it was reasonably possible with all the terms and conditions under which the card was issued

4. Loss from Unattended Vehicles

damage to Money left in any unattended vehicle unless the Money was out of sight in a locked compartment

5. Money Shortages and Depreciation

devaluation of currency or shortages due to errors or omissions during monetary transactions

6. Police Reporting

loss not reported to the police within 24 hours of discovery.

Section 2E – Electronic Business Equipment

The Cover

The insurer will pay the insured up to a maximum of £1,500 in the event of **damage** to Electronic Business Equipment on a Journey during the Operative Time.

Exclusions to Section 2E

This section does not cover:

1. Changes in Environment, Moth or Vermin, Mechanical or Electrical Failure and Process Risks

damage due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring, repairing or alteration

2. Confiscation or Detention

loss due to confiscation or detention by customs or any other authority

3. Excess

the first £100 of any loss or **damage** occurring to Electronic Business Equipment

4. Loss from Unattended Vehicles

damage to Electronic Business Equipment left in any unattended vehicle unless the Electronic Business Equipment was out of sight in a locked compartment

5. Other Insurances

damage to Electronic Business Equipment which is insured under any other insurance policy.

Section 2F – Cancellation, Curtailment, Rearrangement and Replacement Expenses

The Cover

If during the Operative Time or between the confirmed booking of the Journey and the Operative Time any part of the pre-booked travel arrangements for a Journey are cancelled, curtailed or rearranged as a direct result of any cause outside the control of the **insured** or the Insured Person the **insurer** will pay the **insured** or the Insured Person up to maximum of £3,000 and subject to the Cancellation or Curtailment Limit for:

- a) deposits, advance payments and other charges which have not been and will not be used but which become forfeit or payable under contract or cannot be recovered elsewhere
- b) reasonable additional travel and accommodation expenses necessarily incurred.

2F.1 Disruptive Pupil Expenses

The **insurer** will pay the **insured** up to a maximum of £3,000 for expenses limited to the reasonable cost of an air flight and other essential expenses necessarily incurred as a result of a reasonable decision made by the **insured** requiring a disruptive pupil to be returned to their normal place of residence including such expenses incurred in respect of an authorised accompanying adult and for the return of that adult or a substitute adult person to rejoin the trip that constitutes the original Journey.

2F.2 Funeral of Close Relative

The **insurer** will pay the **insured** or the **Insured** Person all reasonable costs necessarily incurred by the Insured Person in returning to the United Kingdom to attend the funeral of a close relative occurring during the Journey.

2F.3 Missed International Connection and Missed Departure

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £500 for the reasonable additional costs of travel, accommodation and subsistence which are necessarily incurred less any amount recoverable elsewhere if an Insured Person suffers a Missed International Connection or Missed Departure during the Operative Time.

Provided always that in respect of Missed International Connection or Missed Departure:

- a) an Insured Person must obtain written confirmation from the relevant travel provider detailing the actual time of arrival of the Conveyance at its destination and written confirmation from the connecting operator that the connection has been missed as a result of the late arrival of the Conveyance
- b) an Insured Person must accept an alternative equivalent means of travel if this is offered by the travel provider within the period of delay.

2F.4 Replacement Expenses

The **insurer** will pay the **insured** up to a maximum of £2,000 for expenses limited to the reasonable cost of an air flight and other essential expenses necessarily incurred in sending a substitute adult person to complete the original Insured Person's Journey if during the Operative Time any part of the pre-booked travel arrangements in respect of the original Insured Person's Journey are cancelled, curtailed or rearranged as a direct result of any cause outside the control of the **insured** or the original Insured Person except such circumstances as are provided for under section 2F.1 involving a disruptive pupil.

2F.5 Travel Delay

If the departure of a Conveyance on which an Insured Person is booked to travel in order to get to their planned destination at the commencement, onward connection or completion of a Journey is delayed due to strike, industrial action, adverse weather conditions, Natural Catastrophe or mechanical breakdown the **insurer** will pay the Insured Person £50 after a delay of 12 hours and a further £50 for each subsequent 24 hour period of delay up to a maximum of £250.

Exclusions to Section 2F

This section does not cover:

1. Cancellation Before Cover Inception

any loss arising from the cancellation of pre-booked travel arrangements for a Journey where the cause of the cancellation occurs prior to the period of insurance

2. Cancellation or Curtailment of an Event Held by the Insured

any loss arising from the cancellation or curtailment of an event held by the **insured** or a subsidiary or parent company of the **insured**

3. Default of Transport or Accommodation Provider or Agent

any expense arising from the default of any provider or their agent of transport or accommodation or any agent acting for the **insured** or the Insured Person

4. Disinclination to Travel

any expense incurred solely as a result of disinclination to travel or to continue the Journey

5. Failure to Check-in

the failure of the Insured Person to check in for any Journey according to the itinerary supplied unless due to fortuitous circumstances beyond the control of the Insured Person

6. Financial Circumstances

any expense incurred due to the **insured's** or the Insured Person's financial circumstances

7. Other Insurances

any loss which is insured under any other insurance policy

8. Pre-existing Circumstances

any expense due to:

- a) failure of the means of transport other than disruption of road or rail services by avalanche, landslide, snow or flood
- b) Natural Catastrophe, strike, labour dispute or mechanical breakdown

which existed or for which advanced warning had been given prior to the date on which the Journey was booked

9. Prior Redundancy or Termination of Employment

any expense incurred as a result of the Insured Person's redundancy or the termination of their employment more than 31 days prior to a Journey taking place

10. Public Authority or Government Regulations

any expense incurred as a result of regulations made by any public authority or government

11. Withdrawal from Service of Aircraft

any claim for cancellation, curtailment, extension or rearrangement of a Journey following delay to an aircraft that is withdrawn from service temporarily or permanently:

- a) on the orders or recommendation the Civil Aviation Authority or any similar or replacement body in any country as a result of withdrawal of the certificate of airworthiness for the aircraft or class of aircraft
- b) on the recommendation of the manufacturer

12. Withdrawal from Service of Ship or Train

any claim for cancellation, curtailment, extension or rearrangement of a Journey following delay to a ship or train that is withdrawn from service temporarily or permanently on the orders or recommendation of the Maritime and Coastguard Agency, any port authority, rail authority or any similar or replacement bodies in any country as a result of actual or alleged unsafe or un-seaworthy condition of the ship or unsafe condition of the train.

Provisions to Section 2F

1. Event Limit

If the total amount of all claims under this section for loss and expense arising out of any one Event exceeds the Cancellation or Curtailment Limit of £50,000 each individual claim will be proportionately reduced until the total value of all claims does not exceed the Cancellation or Curtailment Limit of £50,000.

2. Natural Catastrophe

Where cancellation, curtailment, rearrangement or replacement expenses cannot be recovered elsewhere and are as a direct result of Natural Catastrophe the **insurer** will pay all such reasonable expenses necessarily incurred by the **insured** or the Insured Person up to a maximum of £3,000 and subject to the Cancellation or Curtailment Limit.

3. Per Person Limit

The total amount payable under this section in respect of any one Insured Person arising from any one Event will not exceed £3,000.

Section 2G – Kidnap

The Cover

The **insurer** will pay the **insured** up to a maximum of £250,000 for Consultants' Costs incurred solely and independently as a result of Kidnap occurring on a Journey during the Operative Time and while outside the United Kingdom. Any incident that could potentially give rise to a claim under this section must be notified immediately to Zurich Travel Assistance who are appointed by the **insurer**.

Their contact number is +44 (0)1489 868 888

Provided always that:

- a) the **insurer** will not pay for more than a maximum of £500,000 during any one period of insurance in respect of Consultants' Costs.
- b) in the event of any circumstances that could give rise to a claim under this section the **insured** will give notice to Zurich Travel Assistance by the most expeditious means and provide Zurich Travel Assistance with all assistance and information in a timely manner.

Exclusions to Section 2G

This section does not cover:

1. Claims by Parent or Guardian

any claim for a child by its parent or guardian

2. Damages and Legal Costs

any sums the **insured** become legally liable to pay as the result of any legal action for damages including legal costs incurred by the **insured** in defence of such action as the result of:

- a) alleged negligence or incompetence in hostage retrieval operations or negotiations following Kidnap
- b) alleged negligence in not preventing Kidnap

3. Excluded Territories

any Kidnap which occurs in the following territories: Afghanistan, Algeria, Argentina, Bangladesh, Brazil, Colombia, Congo (Dem Rep), Ecuador, El Salvador, Guatemala, Haiti, Honduras, Iran, Iraq, Israel, Mexico, Nigeria, Pakistan, Papua New Guinea, Philippines, Russia, Somalia, Venezuela, Yemen.

4. Fraudulent, Dishonest or Criminal Acts

loss due to any fraudulent, dishonest or criminal act committed or attempted by the **insured** or any **governor**, Employee or authorised representative of the **insured** including any person who has custody of any ransom monies

5. Payments for Ransom

any sums, **property** or other consideration surrendered to any person making a ransom demand

6. Prior Cancellation or Declinature of Kidnap Insurance

any claim if the **insured** or the Insured Person has had kidnap insurance declined or cancelled.

Section 2H – Political and Natural Disaster Evacuation

The Cover

The **insurer** will pay the **insured** up to a maximum of £5,000 for the reasonable costs necessarily incurred while an Insured Person is travelling on a Journey during the Operative Time outside the United Kingdom to evacuate the Insured Person to the United Kingdom or the nearest place of safety when:

- a) officials of the country to or in which the Insured Person is travelling on a Journey recommend that certain categories of person including the Insured Person should leave that country for safety reasons
- b) the British Government through its Foreign and Commonwealth Office issues a travel advice for a particular country or region in which the Insured Person is travelling on a Journey recommending that certain categories of person including the Insured Person should leave that country or region
- c) the Insured Person is expelled or declared persona non grata in the country where the Insured Person is travelling on a Journey
- d) the Insured Person's **property** is seized, confiscated or expropriated during a Journey
- e) a state of emergency has been declared in the country where the Insured Person is travelling on a Journey necessitating immediate evacuation.

Provided always that the **insured** or an Insured Person must contact Zurich Travel Assistance as soon as possible if evacuation becomes necessary.

2H.1 Accommodation Expenses

In the event that the Insured Person is unable to return to the United Kingdom the **insurer** will pay the **insured** for reasonable accommodation costs necessarily incurred up to a maximum of £150 per day for a total of 14 days.

Provided always that:

- a) where the Insured Person holds a valid return ticket to the United Kingdom or to another place of safety the insurer will indemnify the insured or the Insured Person only for any additional costs necessarily incurred to evacuate the Insured Person
- b) where the Insured Person is entitled to a refund on an unused ticket the insurer will be entitled to deduct the value of the unused portion from the indemnity provided to the insured or the Insured Person
- c) in respect of any necessary air flight the insurer will indemnify the insured or the Insured Person for the cost of an economy flight fare.

Exclusions to Section 2H

This section does not cover:

1. Breach of Contract, Bond or License

failure of the **insured** or the Insured Person to honour any contractual obligation, bond or specific performance condition in a license

2. Foreseeable Costs

any claim where the conditions leading to the Insured Person's departure were in existence prior to the Insured Person entering the country or where such conditions were reasonably foreseeable prior to the Insured Person entering the country on a Journey

3. Missing or Invalid Documentation

failure of the Insured Person to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the country in which a Journey takes place

4. Nationality

any claim where the Insured Person is a national of the country in which they are on a Journey

5. Property Repossession

repossession by a titleholder or other interested party of **property** belonging to the **insured** or the Insured Person in order to satisfy any debt, insolvency, financial failure or other financial obligation of the **insured** or of the Insured Person

6. Violation of Laws or Regulations

violation by the Insured Person of the laws or regulations of the country in which a Journey takes place.

Provision to Section 2H

1. Event Limit

The total amount payable under this section in respect of any one Insured Person arising from any one Event will not exceed £5,000.

If the total amount of all claims under this section for loss and expense arising out of any one Event exceeds the Political and Natural Disaster Evacuation Limit of £50,000 each individual claim will be proportionately reduced until the total value of all claims does not exceed the Political and Natural Disaster Evacuation Limit of £50,000.

Section 2I – Legal Expenses

The Cover

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £25,000 for Legal Expenses incurred in the pursuit of a claim by an Insured Person against a third party for damages or compensation in respect of Bodily Injury, death or illness sustained while on a Journey during the Operative Time.

The **insured** or the Insured Person will have the right to appoint a suitably qualified legal representative in connection with any claim or legal proceedings including the appointment of expert witnesses.

The **insurer's** consent to pay Legal Expenses must be obtained in writing. This consent will be given if the **insured** or the Insured Person can satisfy the **insurer** that:

- a) there are reasonable grounds for pursuing or defending the legal proceedings and it is always more likely than not that the Insured Person will recover damages or obtain any other legal remedy which the **insurer** has agreed or make a successful defence. The decision to grant consent will take into account the **insurer's** opinion or that of the Insured Person's appointed representative as well as that of the **insurer's** own advisors; and
- b) it is reasonable for Legal Expenses to be provided in a particular case.

Provided always that if the Insured Person is successful in the claim any Legal Expenses the **insurer** provide will be reimbursed to the **insurer**.

Exclusions to Section 2I

This section does not cover:

1. Claims Eligible for Consideration under Arbitration Schemes or Complaints Procedures

any Legal Expenses incurred in the pursuit of any claim against a travel agent, tour operator, insurer or their agents which are eligible for consideration under an arbitration scheme or complaints procedure

2. Claims or Legal Proceedings by Third Parties

any Legal Expenses incurred for the defence of any civil claim or legal proceedings made or brought by a third party against the Insured Person

3. Criminal or Wilful Acts

any Legal Expenses incurred in connection with any criminal or wilful act

4. Fines or Penalties

any fines or penalties

5. Late Notification

any claim or circumstance notified more than 24 months after the incident from which the cause of action arose.

Section 2J – Personal Liability

The Cover

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £5,000,000 for any legal liability incurred by the Insured Person while on a Journey during the Operative Time in respect of:

- a) accidental Bodily Injury or illness of any person
- b) accidental **damage** to the **property** of any person
- c) any claimant's costs and expenses arising out of a) or b) above which the Insured Person or the Insured Person's representatives are legally liable to pay
- d) any other costs and expenses incurred with the **insurer's** prior written consent.

Provided always that:

- i) no admission of liability, offer, promise or payment will be made by the **insured** or the Insured Person without the **insurer's** prior written consent
- ii) the **insured** will provide the **insurer** with all assistance and information required in defence of a claim under this part
- iii) the **insurer** or the **insurer's** appointed representatives may at the **insurer's** discretion decide to take over and conduct the defence or settlement of any claim against the **insured** or an Insured Person.

Exclusions to Section 2J

This section does not cover:

1. Advice

liability arising out of the rendering or failure to render advice

2. Asbestos Related Risks

liability arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos

3. Fines or Penalties

any fines or penalties

4. Insured Person's Immediate Family

injury or illness to any member of the Insured Person's immediate family

5. More Specific Insurance

any damages which should more specifically be claimed under any other contract of insurance in the **insured's** name or that of the Insured Person

6. Ownership or Occupation of Land or Buildings

liability arising out of the ownership or occupation of land or buildings

7. Property Held in Trust

damage to **property** belonging to, held in trust by or in the custody or control of the **insured** or the Insured Person, any person under a contract of service or apprenticeship with the **insured** or any person the **insured** has the right to instruct in their performance or any member of the Insured Person's immediate family

8. Sexually Transmitted Infections, AIDS or AIDS Related Conditions

any damages resulting from venereal disease, sexually transmitted infections, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition

9. USA and Canada

any claim or legal proceedings instituted:

- a) within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada
- b) to enforce a judgment obtained in any court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada

10. Vessels and Craft

any injury, illness, loss or **damage** arising directly or indirectly as a result of the ownership, possession or use of any mechanically propelled vehicle, aircraft or watercraft

11. Wilful, Malicious or Unlawful Acts

any criminal, malicious or wilful act.

Section 3 – Special Exclusions

The following exclusions apply to each of sections 2A to 2J inclusive in addition to the exclusions contained in those sections.

The **insurer** will not make any payment of any benefit or in respect of any expense or loss arising from:

1. Age Limitation

any Insured Person who has attained the age of 70 years unless such Bodily Injury, loss or expense occurs during the period of insurance in which the Insured Person attains the age of 70 years

2. Drug or Alcohol Abuse Expenses

drug or alcohol abuse by the Insured Person

3. Excluded Activities

an Insured Person engaging in:

- a) motor cycling
- b) racing of any kind other than on foot
- c) winter sports other than skiing or snowboarding in the United Kingdom on a dry ski slope or within a snow dome, skating or curling
- d) aerial pursuits including but not limited to ballooning, bungee-jumping, gliding, hang-gliding, micro lighting, parachuting, paragliding or parascending
- e) jet skiing or white water rafting
- f) mountaineering or rock climbing using ropes or guides
- g) hiking, trekking or mountaineering above 3,000 metres
- h) caving using caving equipment
- i) diving using external breathing apparatus

4. Non Passenger Air Travel

an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

5. Suicide or Self-Injury

an Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury

6. Travelling Against Medical Advice

an Insured Person travelling or intending to travel against the advice of a Medical Practitioner

7. Travelling for Medical Treatment or Advice

an Insured Person travelling or intending to travel for the purpose of obtaining medical treatment or medical advice

8. Travel to Dangerous or Unsettled Areas

a Journey to countries and specific areas in countries where at the time of booking or departure the Foreign and Commonwealth Office are advising against all travel or all non-essential travel but this exclusion will not apply to charges and expenses covered under section 2F where the Foreign and Commonwealth Office publishes such advice after the time of booking the Journey

9. War Risks

War within the United Kingdom.

Section 4 – Special Conditions

1. Duplicate Cover

If a loss is covered under more than one section of this part the **insurer** will provide cover under the section that provides the most cover but never under more than one section. In no event will the **insurer** make duplicate payments for the same loss.

2. Interest

No sum payable under this part will carry interest.

3. Other Insurances

If at the time of an Event insured under this part other than under section 2A there is any other insurance covering the same loss, **damage** or liability or any part of them the **insurer** will only pay the **insured's** rateable proportion of the claim except where this is excluded under the specific section.

4. Reasonable Care

The **insured** and any Insured Person will exercise reasonable care to avoid or diminish any loss or any circumstances likely to give rise to a claim under this part.

5. Special Claims Conditions

It is a condition precedent to the **insurer's** liability under this part that in the event of any circumstances which could give rise to a claim the **insured** will:

- a)
 - i) give written notice to the **insurer** as soon as reasonably possible
 - ii) make no admission of liability without the **insurer's** prior written consent

- iii) provide the **insurer** or the **insurer's** appointed representatives with:
 - 1) all necessary assistance in a timely manner
 - 2) all information reasonably required
 - 3) all documentation and records necessary to establish and assess indemnity under this part
- iv) prove the loss to the **insurer's** reasonable satisfaction
- v) forward immediately to the **insurer** or the **insurer's** representatives any letter, writ or other document received in connection with any claim made under this part
- vi) assist and concur with all reasonable arrangements for the **insurer's** medical advisers to examine any Insured Person in respect of whom a claim has arisen
- b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by the **insurer** on all matters connected with a claim at such reasonable time and place as the **insurer** may designate.

No act by the **insurer** or the **insurer's** representatives in connection with any investigation will be deemed a waiver of any defence which the **insurer** might otherwise have. All acts will be deemed to have been made without prejudice to the **insurer's** liability.

The **insurer** reserves the right to:

- 1) take such steps as the **insurer** deem necessary to prevent, mitigate or minimise a loss
- 2) take over and conduct the defence or settlement of claims made against an Insured Person who is covered by this part
- 3) pursue all rights or remedies available to the **insured** whether or not payment has been made.

6. Supervision of Activities

Where Insured Persons are participating in activities including but not limited to organised sports and physical leisure activities, hiking, trekking, mountaineering, rock climbing, pot-holing, caving, skin diving and outward bound activities to the extent that they are not otherwise excluded it is a condition of this insurance that such activities are supervised and the persons in charge have reached a reasonable standard of proficiency in the activity in which the Insured Persons are participating.

This condition will not apply to Insured Persons participating in Winter Sports – Advanced to the extent such activities are insured under this part.

7. Supervision of Water Sports

Where canoeing or sailing of any kind including the use of powered vessels is being undertaken it is a condition of this insurance that:

- a) the persons in charge have achieved a reasonable standard of sailing and navigational competence
- b) for yachting and canoeing life jackets or buoyancy aids are worn by all the Insured Persons participating and for other sailing except in rowing boats life saving equipment is carried in the vessel.

8. Third Party Rights

A person who is not a party to this contract including specifically any Insured Person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

Section 5 – Medical Assistance and Security Assistance

The cover provided under this part includes a range of assistance services supported by the Zurich Travel Assistance 24 hour helpline.

Please note that these services are provided on the insurer's behalf by third parties who are contracted to the insurer.

(A) Medical and Other Assistance

In the event that an Insured Person is travelling on a Journey during the Operative Time and requires assistance they should contact the emergency helpline:

+44 (0)1489 868 888

The helpline is manned 24 hours a day 365 days a year by multi-lingual assistance co-ordinators experienced in managing medical assistance cases with hospitals and clinics worldwide.

The **insured** or an Insured Person must contact Zurich Travel Assistance as soon as possible if illness or Bodily Injury results in the need for in-patient hospital treatment.

The **insurer** will not pay for any Emergency Repatriation Expenses incurred without the prior consent of Zurich Travel Assistance or for any hospital treatment provided on an in-patient basis where the Insured Person has not made all reasonable attempts to obtain the prior consent of Zurich Travel Assistance or obtained the consent of Zurich Travel Assistance at the first opportunity after such treatment.

When seeking medical or travel assistance please make sure the following information is available:

- a) the Insured Person's name
- b) the name of the school, educational establishment or LEA and their policy number
- c) the telephone or facsimile number where an Insured Person can be contacted
- d) the Insured Person's address and point of contact abroad or those of the responsible adult seeking assistance on their behalf
- e) the nature of the emergency or the assistance required.

The medical assistance services provided are:

Air Ambulance

The medical assistance service has the resources to provide repatriation by air ambulance or scheduled airline services depending on the circumstances. If necessary this can include a fully qualified medical escort.

Direct Billing

The medical assistance service has the ability to arrange direct billing with a network of hospitals and clinics worldwide which guarantees the payment for treatment provided.

Emergency Medical Supplies

Assistance in locating and forwarding medicine or medical equipment that might be unavailable locally.

Emergency Travel Assistance

Where an Insured Person falls ill or sustains Bodily Injury during a Journey and the attending Medical Practitioner recommends that 2 relatives or friends travel to and remain with the Insured Person assistance will be provided in making the travel and accommodation arrangements.

Medical Referral

Where out-patient treatment is required referral can be made to a suitable hospital, doctor or dentist. With access to a team of highly qualified medical consultants advice can be provided on a range of medical conditions.

Medical Staff

The medical assistance service has a team of medical consultants and nursing staff on hand at any time to coordinate any medical assistance cases, arranging hospital admissions and ensuring that the most appropriate treatment is provided.

The medical assistance service also includes a range of additional services which are summarised below:

Emergency Cash Advance

Assistance in replacing cash lost or stolen during a Journey. The value of any cash advance will be deducted from any subsequent claim under section 2D. Where no claim is made the value of the cash advanced will be reimbursed by the **insured** to the **insurer** upon completion of the Journey.

Emergency Message Communication

Forwarding on messages to family or colleagues in an emergency.

Legal Referral

The service enables the Insured Person to have access to an Embassy or Consulate if legal assistance is required including referral to an English speaking lawyer. Assistance can also be provided in facilitating the payment of bail subject to a satisfactory financial guarantee of reimbursement.

Lost Ticket and Baggage Location

Assistance in replacing lost or stolen tickets, passport or other travel documents and assistance in locating lost or delayed luggage.

On-line Information

A web information service is also available and accessed via www.zurich.co.uk/travelassistance and provides valuable medical and travel information including online country guides that provide security information reflecting the situation in numerous territories. Access is gained by entering the **insured's** policy number when prompted.

Travel Advice

The Insured Person has access to a wealth of helpful and relevant information including currency and banking information, visa details, health requirements and reciprocal health agreements.

Vehicle Return

The assistance service can organise the return of a rental or privately owned vehicle where an Insured Person falls ill or sustains Bodily Injury during a Journey.

(B) Security Assistance Services

The **insurer** has partnered with security experts to provide the **insured** with a comprehensive range of security services.

In the event that an Insured Person is travelling on a Journey during the Operative Time and requires security assistance they should contact the emergency helpline:

+44 (0)1489 868 888

or visit www.zurich.co.uk/travelassistance

The security assistance services provided are:

Daily News

Subscription is available to email reports sent each weekday, covering political instability, civil unrest, disease outbreaks, crime patterns and terrorism news from around the world. Please subscribe/unsubscribe for these reports at:

www.zurich.co.uk/travelassistance

Emergency Response

Where serious difficulties or a life-threatening situation arise during a Journey abroad (Insured Persons missing, attacked or kidnapped or a rapid deterioration in the safety of the location – as insured under sections 2G and 2H Zurich Travel Assistance's team of security specialists will be available to assist the **insured** and **insured's** personnel with advice, kidnap negotiation and coordination of their return to safety.

Please contact Zurich Travel Assistance on: +44 (0)1489 868 888.

Travel Security website

Security information on over 180 countries worldwide via the Zurich Travel Assistance website www.zurich.co.uk/travelassistance

Travel Security and Safety Briefings

With 48 hours' notice the security partner of Zurich Travel Assistance will provide the **insured's** personnel with a security briefing tailored for their travel itinerary for high risk destinations, subject to a maximum of 2 briefings per trip or group booking. This will cover the risks, preventative measures and important contact details the **insured's** personnel require to help them remain safe while abroad on a Journey. For all standard destinations the Zurich Travel Assistance website www.zurich.co.uk/travelassistance is available.

Section 6 – Notes

Passports

It is recommended that a copy of the passport header page be taken on a Journey. Loss of passport is the most common mishap to befall UK travellers and a copy assists with emergency replacement.

Travelling Against Medical Advice

In line with many travel insurance policies, this part has an exclusion of "travelling or intending to travel against medical advice".

It is strongly recommended that if there is any doubt over a current or recent medical condition that the Insured Person visits their doctor to ensure they are fit to travel and are not invalidating their cover. This will help to avoid potential difficulties should the need to claim arise later for cancellation or sickness happening during the trip.

“Fit to travel” implies that during the trip the medical condition is unlikely to create the need for medical attention or other additional costs such as emergency evacuation or visit of a relative that would ordinarily qualify as a claim under this part.

The Insured Person should obtain a written statement from their GP or other medical practitioner at most 7 days before the trip starts stating that they are fit to travel having regard to:

- a) the condition itself; and
- b) the following features of the trip:
 - i) destination
 - ii) activities
 - iii) duration
 - iv) methods of travel.

The Insured Person should tell the medical professional that the required statement is for specific insurance purposes and that it may be relied upon to substantiate the validity of a claim should it later need to be made.

Where a trip is booked (incurring non-refundable expenses) a considerable time before the departure date, it is prudent to consider an additional earlier consultation with the medical professional to obtain a similar statement. This is in case a medical condition being experienced at the time of booking worsens to cause cancellation of the trip before departure, and the need for a Cancellation claim to be made.

Winter Sports

This part does not cover winter sports. Please contact the **insurer** if you wish to discuss cover for this.

Part Q (2) – school journey (winter sports included)

Section 1 – Special Definitions

Bodily Injury

Injury which is caused by an Event.

Cancellation or Curtailment Limit

The maximum amount for which the **insurer** can be held liable in respect of all claims under section 2F for loss and expense arising out of any one Event.

Consultants' Costs

Reasonable fees and expenses of the **insurer's** chosen consultants necessarily incurred in response to a Kidnap.

Conveyance

An aircraft, ship, train, coach or similar means of transport which operates under a scheduled published timetable.

Electronic Business Equipment

Property owned by the **insured** and provided to the **insured person** to enable the **insured person** to perform their occupational tasks. These items must be of an electronic nature and cannot be items supplied or manufactured by the **insured**.

Emergency Repatriation Expenses

All reasonable costs including the cost of medical attendants necessarily incurred in transporting the Insured Person to an appropriate hospital or nursing home or to the United Kingdom if recommended by Zurich Travel Assistance in conjunction with the local attending Medical Practitioner.

Employee

Any person under a contract of service or apprenticeship with the **insured** or any person the **insured** have the right to instruct in their performance.

Event

A sudden unforeseen and identifiable occurrence.

All occurrences attributable to one source or original cause will be regarded as a single occurrence where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

Event Aggregate Limit

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event.

Hi-jack

The unlawful seizure or taking control of a Conveyance in which the Insured Person is travelling.

Insured Person

Any member of a party approved by the **insured** who is involved in full-time education or is an adult helper or accompanying child authorised by the **insured** to participate in a Journey.

Journey

A journey for educational purposes not exceeding 31 days in duration approved by the **insured** and commencing during the period of insurance and including winter sports trips.

Kidnap

The unlawful abduction and detention of an Insured Person against their will.

Legal Expenses

- a) Any reasonable fees, expenses and other disbursements necessarily incurred with the **insurer's** written consent by a solicitor, firm of solicitors or any other appropriately qualified person, firm or company appointed by the **insured** or by the Insured Person including costs and expenses of expert witnesses and any such fees, expenses and other disbursements incurred by the **insurer** in connection with such claims or procedures; and
- b) any costs for which an Insured Person is legally liable following an award of costs by any court or tribunal and any costs following an out of court settlement made in connection with any claim or legal proceedings.

Medical Practitioner

Any legally qualified medical practitioner other than an Insured Person, a member of the immediate family of an Insured Person, a **governor** or Employee.

Missed Departure

The failure of a Conveyance in which an Insured Person is travelling to reach its destination point at the published expected time of arrival resulting in the Insured Person missing the first Conveyance at the beginning of a Journey which involves travel outside the United Kingdom.

Missed International Connection

The failure of a Conveyance in which an Insured Person is travelling to reach its destination point outside the United Kingdom at the published expected time of arrival resulting in the Insured Person missing an onward connecting Conveyance on which the Insured Person is booked to travel in the course of a Journey.

Money

Current coins, bank and currency notes, bankers drafts, bills of exchange, letters of credit, postal and money orders, postal stamps, signed travellers and other cheques, postal and money orders, phone cards, travel tickets, debit/credit cards, charge cards, gift tokens and coupons which belong to or are in the custody and control of the Insured Person on a Journey and are intended for travel, meals, accommodation and personal expenditure only.

Multi-Engined Aeroplane Limit

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event involving the same multi-engined aeroplane.

Natural Catastrophe

An Event caused by a natural phenomenon including earthquake, flood, hurricane, landslide, tornado, tsunami, volcanic eruption or wildfire.

Operative Time

The period of time during which an Insured Person undertakes a Journey commencing from the time:

- a) the Insured Person leaves the school boundaries until their return to the school boundaries for Journeys within a single day with no overnight stay
- b) the Insured Person leaves their normal place of residence until their return to their normal place of residence on completion of the Journey in the case of Journeys exceeding one day.

Other Forms of Aerial Transport Limit

The insurer's maximum liability in respect of all claims for Bodily Injury arising out of any one Event involving the same aircraft (not being a multi-engined aeroplane).

Overseas Medical Expenses

All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified Medical Practitioner and all hospital, nursing home or ambulance charges outside the United Kingdom. Dental, optical and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

Personal Property

- a) Personal goods belonging to the Insured Person which are taken by them on a Journey, sent in advance of a Journey or acquired during a Journey excluding Money.
- b) Winter Sports Equipment hired by the Insured Person during the course of a Journey but only where the Insured Person is made responsible for **damage** under the hiring contract.

Political and Natural Disaster Evacuation Limit

The maximum amount for which the insurer can be held liable in respect of all claims under section 2H for loss and expense arising out of any one Event.

Total Loss of Hearing

Total and permanent loss of hearing.

Total Loss of Speech

Total and permanent loss of speech.

Travel Expenses

All reasonable costs necessarily incurred:

- a) for travel, sustenance and accommodation expenses of up to 2 nominated persons who on medical advice are required to travel to or remain with the Insured Person up to a maximum of £10,000 any one claim
- b) for funeral expenses incurred in the burial of the Insured Person outside the United Kingdom
- c) in transporting the Insured Person's body or ashes and Personal Property back to the United Kingdom.

United Kingdom

England, Scotland, Wales and Northern Ireland.

War

Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

Winter Sports – Advanced

- a) Skiing and snowboarding including off-piste
- b) skating and the use of ski-bobs and toboggans
- c) transit by lifts.

Winter Sports Equipment

Skis, snowboards, ski or snowboard boots and bindings and ski poles.

Winter Sports – Standard

Any winter sports activity comprising:

- a) skiing, snowboarding, curling, skating, the use of ski-bobs and toboggans all to a standard appropriate to the Insured Person's experience and training as judged by a qualified instructor
- b) transits by lifts and recognised paths to and from skiing, boarding or ski-bob pistes all under the supervision of qualified instructors or teachers
- c) unaccompanied use of nursery ski slopes or skating with the consent of a qualified instructor.

Zurich Travel Assistance

The coordinator on the **insurer's** behalf of a range of services in connection with medical assistance aspects of this part and a range of security services in connection with Kidnap or political and natural disaster evacuation and other non-medical emergency aspects of this part supported by a 24 hour helpline

Please note that these services are supplied by third parties who are contracted to the insurer.

Section 2 – Cover

Section 2A – Personal Accident

The Cover

If an Insured Person sustains Bodily Injury while on a Journey during the Operative Time that within 24 months solely and independently of any other cause results in death or disablement the **insurer** will pay the **insured** the following benefits:

Benefits

- | | | |
|---|---|---------|
| A | death of an Insured Person: | |
| | 1. aged 16 years and over | £25,000 |
| | 2. aged under 16 years | £10,000 |
| B | loss of sight, loss of limb, Total Loss of Hearing or Total Loss of Speech | £25,000 |
| C | permanent total disablement other than in B above which will in all probability entirely prevent the Insured Person from engaging in any occupation for the remainder of their life | £25,000 |
| D | permanent partial disablement according to the following percentages of benefit C: | |
| | Permanent severance or permanent total loss of use of: | |
| | 1. one thumb | 30% |
| | 2. forefinger | 20% |
| | 3. any finger other than forefinger | 10% |
| | 4. big toe | 15% |
| | 5. any toe other than big toe | 5% |
| | 6. shoulder or elbow | 25% |
| | 7. wrist, hip knee or ankle | 20% |
| | 8. lower jaw by surgical operation | 30% |

- E temporary total disablement for a period not exceeding 104 weeks from the date of disablement from engaging in:
- | | |
|--|---------------|
| 1. any occupation in respect of an Insured Person aged 16 years and over | £100 per week |
| 2. scholastic duties in respect of an Insured Person aged under 16 years | £25 per week |

Provided always that:

- a) in respect of benefit D
- i) when an Insured Person suffers more than one form of permanent partial disablement as a result of an Event the percentages from each will be added together but the **insurer** will not pay more than 100% of benefit C
 - ii) any permanent partial disablement not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above without reference to the Insured Person's occupation
 - iii) if a claim is payable for loss of or loss of use of a whole part of the body a claim for any component part of that part cannot also be made
- b) in respect of any one Insured Person a benefit will not be payable under more than one of benefits A to D and any benefit payable under benefit E will immediately cease should a benefit under one of benefits A to D subsequently be payable by the **insurer**.

2A.1 Dental Injury Expenses

If an Insured Person sustains **damage** to teeth or fixed dentures during the Operative Time the **insurer** will pay the **insured** for the cost of necessary dental treatment required within 12 months of the Event giving rise to the **damage** up to £1,000.

2A.2 Disappearance

If an Insured Person disappears and after a suitable period of time as judged reasonable by the appropriate legal authority it is reasonable to believe that the Insured Person's death resulted from Bodily Injury during the Operative Time the **insurer** will pay the **insured** the sum insured under benefit A. If it later transpires that the Insured Person has not died any amount paid will be refunded by the **insured** to the **insurer**.

2A.3 Exposure

If an Insured Person suffers unavoidable exposure to the elements during the Operative Time that within 24 months solely and independently of any other cause results in death or disablement the **insurer** will pay the **insured** in accordance with the benefits stated above.

2A.4. Facial Scarring

If an Insured Person sustains Bodily Injury during the Operative Time which results in permanent scarring to no less than 15% of the facial area the **insurer** will pay the **insured** up to a maximum amount of £2,500.

2A.5 Funeral Expenses

If a payment is made under this part in respect of death of an Insured Person the **insurer** will pay their legal representative or executor up to £5,000 for reasonable funeral expenses.

2A.6 Hi-jack or Kidnap

If an Insured Person is the victim of a Hi-jack or Kidnap during the Operative Time the cover provided under this section will remain in force until the Insured Person has returned to the United Kingdom or until a period of 12 months from the date of the Hi-jack or Kidnap has expired whichever will occur first.

Exclusion to Section 2A

This section does not cover:

1. Excluded Causes

any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post traumatic stress disorder other than as a direct result of Bodily Injury.

Provisions to Section 2A

1. Event Aggregate Limitation

The maximum amount payable under this section as the Event Aggregate Limit is £5,000,000.

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event exceeds the Event Aggregate Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Event Aggregate Limit.

2. Multi-Engined Aeroplane and Other Forms of Aerial Transport Limitation

The maximum amount payable under this section as:

- a) the Multi-Engined Aeroplane Limit is £1,000,000
- b) the Other Forms of Aerial Transport Limit is £500,000.

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event involving the same:

- i) multi-engined aeroplane exceeds the Multi-Engined Aeroplane Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Multi-Engined Aeroplane Limit
- ii) aircraft (not being a multi-engined aeroplane) exceeds the Other Forms of Aerial Transport Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Other Forms of Aerial Transport Limit.

Section 2B – Medical and Associated Expenses

The Cover

The **insurer** will pay the **insured** or the Insured Person for:

- a) Overseas Medical Expenses
- b) Travel Expenses
- c) Emergency Repatriation Expenses

incurred as a direct result of an Insured Person becoming ill or sustaining Bodily Injury while on a Journey during the Operative Time for a period not exceeding 2 years from the date of the Bodily Injury or first diagnosis of the illness up to a maximum of £10,000,000.

Provided always that the **insured** or an Insured Person must contact Zurich Travel Assistance as soon as possible if illness or Bodily Injury results in the need for in-patient hospital treatment.

2B.1 Premature Childbirth

In the event of the premature birth of a child to an Insured Person while on a Journey outside of the United Kingdom during the Operative Time the **insurer** will pay the **insured** up to a maximum amount of £10,000,000 for the Overseas Medical Expenses and Emergency Repatriation Expenses actually incurred on behalf of the prematurely born child.

2B.2 Search and Rescue Expenses

Where an Insured Person is reported missing to the appropriate authorities during a Journey the **insurer** will pay the **insured** on behalf of the Insured Person for costs incurred by recognised rescue authorities in searching for and rescuing the Insured Person up to a maximum amount of £50,000 per Insured Person provided always that the **insurer** will not pay more than £100,000 irrespective of the number of Insured Persons involved in one Event.

2B.3 Supplementary Hospital Expenses

In the event of a valid claim under this section the **insurer** will pay the reasonable costs of hospital in-patient medical charges necessarily incurred within the 3 months immediately following the date of return to the United Kingdom up to a maximum of £25,000.

Exclusions to Section 2B

This section does not cover:

1. Known Medication

the cost of medication known to be required or to be continued while on the Journey

2. Other Insurances

any expense which has been recovered from:

- a) any other insurance policy in the **insured's** or the Insured Person's name
- b) any national insurance programme which is applicable to the Insured Person

3. Unapproved Emergency Repatriation Expenses

any Emergency Repatriation Expenses incurred without the prior consent of Zurich Travel Assistance

4. Unapproved Hospital Treatment

any hospital treatment provided on an in-patient basis where the Insured Person has not made all reasonable attempts to obtain the prior consent of Zurich Travel Assistance or obtained the consent of Zurich Travel Assistance at the first opportunity after such treatment.

Section 2C – Personal Property

The Cover

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £2,500 in the event of **damage** to Personal Property on a Journey during the Operative Time subject to:

- a) a single article limit for each lost or damaged article of £500
- b) a maximum of £750 overall in respect of **damage** to hired Winter Sports Equipment, jewellery, watches, binoculars, telescopes and all forms of audio, communications, electronic games, photographic or video equipment.

2C.1 Delayed Personal Property

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £125 for any reasonable expenses necessarily incurred in purchasing essential replacement items if while on a Journey during the Operative Time an Insured Person's Personal Property is temporarily lost for more than 12 consecutive hours during the outward or onward trip of the Journey. Any payment the **insurer** makes will be deducted from the total amount payable under this section if the Personal Property is permanently lost.

2C.2 Passport or Visa Indemnity

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £750 for reasonable additional travel and accommodation expenses necessarily incurred including any charges levied by the issuing office for a replacement passport or visa if an Insured Person loses or damages their passport while on a Journey during the Operative Time.

Provided always that the maximum amounts stated in this section will apply to any one Insured Person.

Exclusions to Section 2C

This section does not cover:

1. Changes in Environment, Moth or Vermin, Mechanical or Electrical Failure and Process Risks

damage due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring, repairing or alteration

2. Confiscation or Detention

loss due to confiscation or detention by customs or any other competent authority

3. Excess

the first £50 of each and every loss incurred by any one Insured Person other than under clause 2C.1

4. Excluded Property

damage to vehicles, their accessories, spare parts or trailers, fragile or brittle articles or contact lenses

5. Loss from Unattended Vehicles

damage to Personal Property left in any unattended vehicle unless the Personal Property was out of sight in a locked compartment

6. Other Insurances

damage to Personal Property which is insured under any other insurance policy

7. Police Reporting

loss not reported to the police within 24 hours of discovery

8. Sports Gear

damage to sports gear in use other than Winter Sports Equipment.

Assistance Services

The **insurer** will also provide assistance in replacing lost or stolen tickets, passport or other travel documents and assistance in locating lost or delayed luggage.

Section 2D – Money

The Cover

In the event of **damage** to Money or financial loss suffered as the result of the fraudulent use of credit, debit or charge cards on a Journey during the Operative Time or the 72 hours immediately preceding the commencement of a Journey or the 72 hours immediately following its completion the **insurer** will pay:

- a) the **insured** or the Insured Person up to a maximum of £500 per Insured Person in respect of Money belonging to that Insured Person
- b) the **insured** a maximum of £2,500 in respect of all Money in the custody of a responsible adult.

Assistance Services

The **insurer** will also provide assistance in replacing cash lost or stolen during a Journey provided always that the value of any cash advance will be deducted from any subsequent claim under section 2D. Where no claim is made under this section the value of the cash advanced will be reimbursed by the **insured** to the **insurer** upon completion of the Journey.

Exclusions to Section 2D

This section does not cover:

1. Confiscation or Detention

loss due to confiscation or detention by customs or any other authority

2. Excess

the first £50 of each and every loss incurred by any one Insured Person

3. Failure to Comply with Credit, Debit or Charge Card Terms and Conditions

loss arising from fraudulent use of a credit, debit or charge cards unless the Insured Person has complied where it was reasonably possible with all the terms and conditions under which the card was issued

4. Loss from Unattended Vehicles

damage to Money left in any unattended vehicle unless the Money was out of sight in a locked compartment

5. Money Shortages and Depreciation

devaluation of currency or shortages due to errors or omissions during monetary transactions

6. Police Reporting

loss not reported to the police within 24 hours of discovery.

Section 2E – Electronic Business Equipment

The Cover

The **insurer** will pay the **insured** up to a maximum of £1,500 in the event of **damage** to Electronic Business Equipment on a Journey during the Operative Time.

Exclusions to Section 2E

This section does not cover:

1. Changes in Environment, Moth or Vermin, Mechanical or Electrical Failure and Process Risks

damage due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring, repairing or alteration

2. Confiscation or Detention

loss due to confiscation or detention by customs or any other authority

3. Excess

the first £100 of any loss or **damage** occurring to Electronic Business Equipment

4. Loss from Unattended Vehicles

damage to Electronic Business Equipment left in any unattended vehicle unless the Electronic Business Equipment was out of sight in a locked compartment

5. Other Insurances

damage to Electronic Business Equipment which is insured under any other insurance policy.

Section 2F – Cancellation, Curtailment, Rearrangement and Replacement Expenses

The Cover

If during the Operative Time or between the confirmed booking of the Journey and the Operative Time any part of the pre-booked travel arrangements for a Journey are cancelled, curtailed or rearranged as a direct result of any cause outside the control of the **insured** or the Insured Person the **insurer** will pay the **insured** or the Insured Person up to maximum of £3,000 and subject to the Cancellation or Curtailment Limit for:

- a) deposits, advance payments and other charges which have not been and will not be used but which become forfeit or payable under contract or cannot be recovered elsewhere
- b) reasonable additional travel and accommodation expenses necessarily incurred.

2F.1 Disruptive Pupil Expenses

The **insurer** will pay the **insured** up to a maximum of £3,000 for expenses limited to the reasonable cost of an air flight and other essential expenses necessarily incurred as a result of a reasonable decision made by the **insured** requiring a disruptive pupil to be returned to their normal place of residence including such expenses incurred in respect of an authorised accompanying adult and for the return of that adult or a substitute adult person to rejoin the trip that constitutes the original Journey.

2F.2 Funeral of Close Relative

The **insurer** will pay the **insured** or the Insured Person all reasonable costs necessarily incurred by the Insured Person in returning to the United Kingdom to attend the funeral of a close relative occurring during the Journey.

2F.3 Missed International Connection and Missed Departure

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £500 for the reasonable additional costs of travel, accommodation and subsistence which are necessarily incurred less any amount recoverable elsewhere if an Insured Person suffers a Missed International Connection or Missed Departure during the Operative Time.

Provided always that in respect of Missed International Connection or Missed Departure:

- a) an Insured Person must obtain written confirmation from the relevant travel provider detailing the actual time of arrival of the Conveyance at its destination and written confirmation from the connecting operator that the connection has been missed as a result of the late arrival of the Conveyance
- b) an Insured Person must accept an alternative equivalent means of travel if this is offered by the travel provider within the period of delay.

2F.4 Replacement Expenses

The **insurer** will pay the **insured** up to a maximum of £2,000 for expenses limited to the reasonable cost of an air flight and other essential expenses necessarily incurred in sending a substitute adult person to complete the original Insured Person's Journey if during the Operative Time any part of the pre-booked travel arrangements in respect of the original Insured Person's Journey are cancelled, curtailed or rearranged as a direct result of any cause outside the control of the **insured** or the original Insured Person except such circumstances as are provided for under section 2F.1 involving a disruptive pupil.

2F.5 Travel Delay

If the departure of a Conveyance on which an Insured Person is booked to travel in order to get to their planned destination at the commencement, onward connection or completion of a Journey is delayed due to strike, industrial action, adverse weather conditions, Natural Catastrophe or mechanical breakdown the **insurer** will pay the Insured Person £50 after a delay of 12 hours and a further £50 for each subsequent 24 hour period of delay up to a maximum of £250.

2F.6 Winter Sports – Piste Closure

In the event of the closure of all the pistes due to insufficient snow at a recognised resort within Europe during the period 15 December to 29 April inclusive the **insurer** will pay each Insured Person:

- a) up to a maximum of £30 per day for the cost of additional travel to an alternative resort or purchase of daily lift passes
- b) £30 per day for the loss of each full day of skiing where transport to an alternative resort is not reasonably possible.

Provided always that:

- i) the **insurer** will not pay more than £300 in respect of any one Insured Person on any one Journey
- ii) where a booking for the Journey is made within 14 days of its commencement cover will not apply if it is publicly known that the pistes are closed due to insufficient snow at the resort intended as the destination of the Journey.

Exclusions to Section 2F

This section does not cover:

1. Cancellation Before Cover Inception

any loss arising from the cancellation of pre-booked travel arrangements for a Journey where the cause of the cancellation occurs prior to the period of insurance

2. Cancellation or Curtailment of an Event Held by the Insured

any loss arising from the cancellation or curtailment of an event held by the **insured** or a subsidiary or parent company of the **insured**

3. Default of Transport or Accommodation Provider or Agent

any expense arising from the default of any provider or their agent of transport or accommodation or any agent acting for the **insured** or the Insured Person

4. Disinclination to Travel

any expense incurred solely as a result of disinclination to travel or to continue the Journey

5. Failure to Check-in

the failure of the Insured Person to check in for any Journey according to the itinerary supplied unless due to fortuitous circumstances beyond the control of the Insured Person

6. Financial Circumstances

any expense incurred due to the insured's or the Insured Person's financial circumstances

7. Other Insurances

any loss which is insured under any other insurance policy

8. Pre-existing Circumstances

any expense due to:

- a) failure of the means of transport other than disruption of road or rail services by avalanche, landslide, snow or flood
- b) Natural Catastrophe, strike, labour dispute or mechanical breakdown

which existed or for which advanced warning had been given prior to the date on which the Journey was booked

9. Prior Redundancy or Termination of Employment

any expense incurred as a result of the Insured Person's redundancy or the termination of their employment more than 31 days prior to a Journey taking place

10. Public Authority or Government Regulations

any expense incurred as a result of regulations made by any public authority or government

11. Withdrawal from Service of Aircraft

any claim for cancellation, curtailment, extension or rearrangement of a Journey following delay to an aircraft that is withdrawn from service temporarily or permanently:

- a) on the orders or recommendation the Civil Aviation Authority or any similar or replacement body in any country as a result of withdrawal of the certificate of airworthiness for the aircraft or class of aircraft
- b) on the recommendation of the manufacturer

12. Withdrawal from Service of Ship or Train

any claim for cancellation, curtailment, extension or rearrangement of a Journey following delay to a ship or train that is withdrawn from service temporarily or permanently on the orders or recommendation of the Maritime and Coastguard Agency, any port authority, rail authority or any similar or replacement bodies in any country as a result of actual or alleged unsafe or un-seaworthy condition of the ship or unsafe condition of the train.

Provisions to Section 2F

1. Event Limit

If the total amount of all claims under this section for loss and expense arising out of any one Event exceeds the Cancellation or Curtailment Limit of £50,000 each individual claim will be proportionately reduced until the total value of all claims does not exceed the Cancellation or Curtailment Limit of £50,000.

2. Natural Catastrophe

Where cancellation, curtailment, rearrangement or replacement expenses cannot be recovered elsewhere and are as a direct result of Natural Catastrophe the **insurer** will pay all such reasonable expenses necessarily incurred by the **insured** or the Insured Person up to a maximum of £3,000 and subject to the Cancellation or Curtailment Limit.

3. Per Person Limit

The total amount payable under this section in respect of any one Insured Person arising from any one Event including piste closure under section 2F.5 will not exceed £3,000.

Section 2G – Kidnap

The Cover

The **insurer** will pay the **insured** up to a maximum of £250,000 for Consultants' Costs incurred solely and independently as a result of Kidnap occurring on a Journey during the Operative Time and while outside the United Kingdom. Any incident that could potentially give rise to a claim under this section must be notified immediately to Zurich Travel Assistance who are appointed by the **insurer**.

Their contact number is +44 (0)1489 868 888

Provided always that:

- a) the **insurer** will not pay for more than a maximum of £500,000 during any one period of insurance in respect of Consultants' Costs.
- b) in the event of any circumstances that could give rise to a claim under this section the **insured** will give notice to Zurich Travel Assistance by the most expeditious means and provide Zurich Travel Assistance with all assistance and information in a timely manner.

Exclusions to Section 2G

This section does not cover:

1. Claims by Parent or Guardian

any claim for a child by its parent or guardian

2. Damages and Legal Costs

any sums the **insured** become legally liable to pay as the result of any legal action for damages including legal costs incurred by the **insured** in defence of such action as the result of:

- a) alleged negligence or incompetence in hostage retrieval operations or negotiations following Kidnap
- b) alleged negligence in not preventing Kidnap

3. Excluded Territories

any Kidnap which occurs in the following territories: Afghanistan, Algeria, Argentina, Bangladesh, Brazil, Colombia, Congo (Dem Rep), Ecuador, El Salvador, Guatemala, Haiti, Honduras, Iran, Iraq, Israel, Mexico, Nigeria, Pakistan, Papua New Guinea, Philippines, Russia, Somalia, Venezuela, Yemen.

4. Fraudulent, Dishonest or Criminal Acts

loss due to any fraudulent, dishonest or criminal act committed or attempted by the **insured** or any **governor**, Employee or authorised representative of the **insured** including any person who has custody of any ransom monies

5. Payments for Ransom

any sums, **property** or other consideration surrendered to any person making a ransom demand

6. Prior Cancellation or Declinature of Kidnap Insurance

any claim if the **insured** or the Insured Person has had kidnap insurance declined or cancelled.

Section 2H – Political and Natural Disaster Evacuation

The Cover

The **insurer** will pay the **insured** up to a maximum of £5,000 for the reasonable costs necessarily incurred while an Insured Person is travelling on a Journey during the Operative Time outside the United Kingdom to evacuate the Insured Person to the United Kingdom or the nearest place of safety when:

- a) officials of the country to or in which the Insured Person is travelling on a Journey recommend that certain categories of person including the Insured Person should leave that country for safety reasons
- b) the British Government through its Foreign and Commonwealth Office issues a travel advice for a particular country or region in which the Insured Person is travelling on a Journey recommending that certain categories of person including the Insured Person should leave that country or region
- c) the Insured Person is expelled or declared persona non grata in the country where the Insured Person is travelling on a Journey
- d) the Insured Person's **property** is seized, confiscated or expropriated during a Journey
- e) a state of emergency has been declared in the country where the Insured Person is travelling on a Journey necessitating immediate evacuation.

Provided always that the **insured** or an Insured Person must contact Zurich Travel Assistance as soon as possible if evacuation becomes necessary.

2H.1 Accommodation Expenses

In the event that the Insured Person is unable to return to the United Kingdom the **insurer** will pay the **insured** for reasonable accommodation costs necessarily incurred up to a maximum of £150 per day for a total of 14 days.

Provided always that:

- a) where the Insured Person holds a valid return ticket to the United Kingdom or to another place of safety the insurer will indemnify the insured or the Insured Person only for any additional costs necessarily incurred to evacuate the Insured Person
- b) where the Insured Person is entitled to a refund on an unused ticket the insurer will be entitled to deduct the value of the unused portion from the indemnity provided to the insured or the Insured Person
- c) in respect of any necessary air flight the insurer will indemnify the insured or the Insured Person for the cost of an economy flight fare.

Exclusions to Section 2H

This section does not cover:

1. Breach of Contract, Bond or License

failure of the **insured** or the Insured Person to honour any contractual obligation, bond or specific performance condition in a license

2. Foreseeable Costs

any claim where the conditions leading to the Insured Person's departure were in existence prior to the Insured Person entering the country or where such conditions were reasonably foreseeable prior to the Insured Person entering the country on a Journey

3. Missing or Invalid Documentation

failure of the Insured Person to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the country in which a Journey takes place

4. Nationality

any claim where the Insured Person is a national of the country in which they are on a Journey

5. Property Repossession

repossession by a titleholder or other interested party of **property** belonging to the **insured** or the Insured Person in order to satisfy any debt, insolvency, financial failure or other financial obligation of the **insured** or of the Insured Person

6. Violation of Laws or Regulations

violation by the Insured Person of the laws or regulations of the country in which a Journey takes place.

Provision to Section 2H

1. Event Limit

The total amount payable under this section in respect of any one Insured Person arising from any one Event will not exceed £5,000.

If the total amount of all claims under this section for loss and expense arising out of any one Event exceeds the Political and Natural Disaster Evacuation Limit of £50,000 each individual claim will be proportionately reduced until the total value of all claims does not exceed the Political and Natural Disaster Evacuation Limit of £50,000.

Section 2I – Legal Expenses

The Cover

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £25,000 for Legal Expenses incurred in the pursuit of a claim by an Insured Person against a third party for damages or compensation in respect of Bodily Injury, death or illness sustained while on a Journey during the Operative Time.

The **insured** or the Insured Person will have the right to appoint a suitably qualified legal representative in connection with any claim or legal proceedings including the appointment of expert witnesses.

The **insurer's** consent to pay Legal Expenses must be obtained in writing. This consent will be given if the **insured** or the Insured Person can satisfy the **insurer** that:

- a) there are reasonable grounds for pursuing or defending the legal proceedings and it is always more likely than not that the Insured Person will recover damages or obtain any other legal remedy which the **insurer** has agreed or make a successful defence.
The decision to grant consent will take into account the **insurer's** opinion or that of the Insured Person's appointed representative as well as that of the **insurer's** own advisors; and
- b) it is reasonable for Legal Expenses to be provided in a particular case.

Provided always that if the Insured Person is successful in the claim any Legal Expenses the **insurer** provide will be reimbursed to the **insurer**.

Exclusions to Section 2I

This section does not cover:

1. Claims Eligible for Consideration under Arbitration Schemes or Complaints Procedures

any Legal Expenses incurred in the pursuit of any claim against a travel agent, tour operator, insurer or their agents which are eligible for consideration under an arbitration scheme or complaints procedure

2. Claims or Legal Proceedings by Third Parties

any Legal Expenses incurred for the defence of any civil claim or legal proceedings made or brought by a third party against the Insured Person

3. Criminal or Wilful Acts

any Legal Expenses incurred in connection with any criminal or wilful act

4. Fines or Penalties

any fines or penalties

5. Late Notification

any claim or circumstance notified more than 24 months after the incident from which the cause of action arose.

Section 2J – Personal Liability

The Cover

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £5,000,000 for any legal liability incurred by the Insured Person while on a Journey during the Operative Time in respect of:

- a) accidental Bodily Injury or illness of any person
- b) accidental **damage** to the **property** of any person
- c) any claimant's costs and expenses arising out of a) or b) above which the Insured Person or the Insured Person's representatives are legally liable to pay
- d) any other costs and expenses incurred with the **insurer's** prior written consent.

Provided always that:

- i) no admission of liability, offer, promise or payment will be made by the **insured** or the Insured Person without the **insurer's** prior written consent
- ii) the **insured** will provide the **insurer** with all assistance and information required in defence of a claim under this part
- iii) the **insurer** or the **insurer's** appointed representatives may at the **insurer's** discretion decide to take over and conduct the defence or settlement of any claim against the **insured** or an Insured Person.

Exclusions to Section 2J

This section does not cover:

1. Advice

liability arising out of the rendering or failure to render advice

2. Asbestos Related Risks

liability arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos

3. Fines or Penalties

any fines or penalties

4. Insured Person's Immediate Family

injury or illness to any member of the Insured Person's immediate family

5. More Specific Insurance

any damages which should more specifically be claimed under any other contract of insurance in the **insured's** name or that of the Insured Person

6. Ownership or Occupation of Land or Buildings

liability arising out of the ownership or occupation of land or buildings

7. Property Held in Trust

damage to **property** belonging to, held in trust by or in the custody or control of the **insured** or the Insured Person, any person under a contract of service or apprenticeship with the **insured** or any person the **insured** has the right to instruct in their performance or any member of the Insured Person's immediate family

8. Sexually Transmitted Infections, AIDS or AIDS Related Conditions

any damages resulting from venereal disease, sexually transmitted infections, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition

9. USA and Canada

any claim or legal proceedings instituted:

- a) within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada
- b) to enforce a judgment obtained in any court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada

10. Vessels and Craft

any injury, illness, loss or **damage** arising directly or indirectly as a result of the ownership, possession or use of any mechanically propelled vehicle, aircraft or watercraft

11. Wilful, Malicious or Unlawful Acts

any criminal, malicious or wilful act.

Section 3 – Special Exclusions

The following exclusions apply to each of sections 2A to 2J inclusive in addition to the exclusions contained in those sections.

The **insurer** will not make any payment of any benefit or in respect of any expense or loss arising from:

1. Age Limitation

any Insured Person who has attained the age of 70 years unless such Bodily Injury, loss or expense occurs during the period of insurance in which the Insured Person attains the age of 70 years

2. Drug or Alcohol Abuse Expenses

drug or alcohol abuse by the Insured Person

3. Excluded Activities

an Insured Person engaging in:

- a) motor cycling
- b) racing of any kind other than on foot
- c) aerial pursuits including but not limited to ballooning, bungee-jumping, gliding, hang-gliding, micro lighting, parachuting, paragliding or parascending
- d) jet skiing or white water rafting
- e) mountaineering or rock climbing using ropes or guides
- f) hiking, trekking or mountaineering above 3,000 metres
- g) caving using caving equipment
- h) diving using external breathing apparatus

4. Excluded Winter Sports

an Insured Person engaging in:

- a) Winter Sports – Advanced unless the Insured Person is:
 - i) 18 years of age or over; and
 - ii) qualified by training and experience to engage in such activities; and
 - iii) accompanied by a guide or instructor when skiing or snowboarding off piste
- b) any winter sports activity not comprising Winter Sports – Standard or Winter Sports – Advanced

5. Non Passenger Air Travel

an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

6. Suicide or Self-Injury

an Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury

7. Travelling Against Medical Advice

an Insured Person travelling or intending to travel against the advice of a Medical Practitioner

8. Travelling for Medical Treatment or Advice

an Insured Person travelling or intending to travel for the purpose of obtaining medical treatment or medical advice

9. Travel to Dangerous or Unsettled Areas

a Journey to countries and specific areas in countries where at the time of booking or departure the Foreign and Commonwealth Office are advising against all travel or all non-essential travel but this exclusion will not apply to charges and expenses covered under section 2F where the Foreign and Commonwealth Office publishes such advice after the time of booking the Journey

10. War Risks

War within the United Kingdom.

Section 4 – Special Conditions

1. Duplicate Cover

If a loss is covered under more than one section of this part the **insurer** will provide cover under the section that provides the most cover but never under more than one section. In no event will the **insurer** make duplicate payments for the same loss.

2. Interest

No sum payable under this part will carry interest.

3. Other Insurances

If at the time of an Event insured under this part other than under section 2A there is any other insurance covering the same loss, **damage** or liability or any part of them the **insurer** will only pay the **insured's** rateable proportion of the claim except where this is excluded under the specific section.

4. Reasonable Care

The **insured** and any Insured Person will exercise reasonable care to avoid or diminish any loss or any circumstances likely to give rise to a claim under this part.

5. Special Claims Conditions

It is a condition precedent to the **insurer's** liability under this part that in the event of any circumstances which could give rise to a claim the **insured** will:

- a)
 - i) give written notice to the **insurer** as soon as reasonably possible
 - ii) make no admission of liability without the **insurer's** prior written consent
 - iii) provide the **insurer** or the **insurer's** appointed representatives with:
 - 1) all necessary assistance in a timely manner
 - 2) all information reasonably required
 - 3) all documentation and records necessary to establish and assess indemnity under this part
 - iv) prove the loss to the **insurer's** reasonable satisfaction
 - v) forward immediately to the **insurer** or the **insurer's** representatives any letter, writ or other document received in connection with any claim made under this part
 - vi) assist and concur with all reasonable arrangements for the **insurer's** medical advisers to examine any Insured Person in respect of whom a claim has arisen

- b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by the **insurer** on all matters connected with a claim at such reasonable time and place as the **insurer** may designate.

No act by the **insurer** or the **insurer's** representatives in connection with any investigation will be deemed a waiver of any defence which the **insurer** might otherwise have. All acts will be deemed to have been made without prejudice to the **insurer's** liability.

The **insurer** reserves the right to:

- 1) take such steps as the **insurer** deem necessary to prevent, mitigate or minimise a loss
- 2) take over and conduct the defence or settlement of claims made against an Insured Person who is covered by this part
- 3) pursue all rights or remedies available to the **insured** whether or not payment has been made.

6. Supervision of Activities

Where Insured Persons are participating in activities including but not limited to organised sports and physical leisure activities, hiking, trekking, mountaineering, rock climbing, pot-holing, caving, skin diving and outward bound activities to the extent that they are not otherwise excluded it is a condition of this insurance that such activities are supervised and the persons in charge have reached a reasonable standard of proficiency in the activity in which the Insured Persons are participating.

This condition will not apply to Insured Persons participating in Winter Sports – Advanced to the extent such activities are insured under this part.

7. Supervision of Water Sports

Where canoeing or sailing of any kind including the use of powered vessels is being undertaken it is a condition of this insurance that:

- a) the persons in charge have achieved a reasonable standard of sailing and navigational competence
- b) for yachting and canoeing life jackets or buoyancy aids are worn by all the Insured Persons participating and for other sailing except in rowing boats life saving equipment is carried in the vessel.

8. Third Party Rights

A person who is not a party to this contract including specifically any Insured Person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

9. Winter Sports Safety Helmets

It is a condition of this insurance that Insured Persons under the age of 18 years participating in skiing, snowboarding or the use of ski-bobs or toboggans wear appropriate helmets.

Section 5 – Medical Assistance and Security Assistance

The cover provided under this part includes a range of assistance services supported by the Zurich Travel Assistance 24 hour helpline.

Please note that these services are provided on the insurer's behalf by third parties who are contracted to the insurer.

(A) Medical and Other Assistance

In the event that an Insured Person is travelling on a Journey during the Operative Time and requires assistance they should contact the emergency helpline:

+44 (0)1489 868 888

The helpline is manned 24 hours a day 365 days a year by multi-lingual assistance co-ordinators experienced in managing medical assistance cases with hospitals and clinics worldwide.

The **insured** or an Insured Person must contact Zurich Travel Assistance as soon as possible if illness or Bodily Injury results in the need for in-patient hospital treatment.

The **insurer** will not pay for any Emergency Repatriation Expenses incurred without the prior consent of Zurich Travel Assistance or for any hospital treatment provided on an in-patient basis where the Insured Person has not made all reasonable attempts to obtain the prior consent of Zurich Travel Assistance or obtained the consent of Zurich Travel Assistance at the first opportunity after such treatment.

When seeking medical or travel assistance please make sure the following information is available:

- a) the Insured Person's name
- b) the name of the school, educational establishment or LEA and their policy number
- c) the telephone or facsimile number where an Insured Person can be contacted
- d) the Insured Person's address and point of contact abroad or those of the responsible adult seeking assistance on their behalf
- e) the nature of the emergency or the assistance required.

The medical assistance services provided are:

Air Ambulance

The medical assistance service has the resources to provide repatriation by air ambulance or scheduled airline services depending on the circumstances. If necessary this can include a fully qualified medical escort.

Direct Billing

The medical assistance service has the ability to arrange direct billing with a network of hospitals and clinics worldwide which guarantees the payment for treatment provided.

Emergency Medical Supplies

Assistance in locating and forwarding medicine or medical equipment that might be unavailable locally.

Emergency Travel Assistance

Where an Insured Person falls ill or sustains Bodily Injury during a Journey and the attending Medical Practitioner recommends that 2 relatives or friends travel to and remain with the Insured Person assistance will be provided in making the travel and accommodation arrangements.

Medical Referral

Where out-patient treatment is required referral can be made to a suitable hospital, doctor or dentist. With access to a team of highly qualified medical consultants advice can be provided on a range of medical conditions.

Medical Staff

The medical assistance service has a team of medical consultants and nursing staff on hand at any time to coordinate any medical assistance cases, arranging hospital admissions and ensuring that the most appropriate treatment is provided.

The medical assistance service also includes a range of additional services which are summarised below:

Emergency Cash Advance

Assistance in replacing cash lost or stolen during a Journey. The value of any cash advance will be deducted from any subsequent claim under section 2E. Where no claim is made the value of the cash advanced will be reimbursed by the **insured** to the **insurer** upon completion of the Journey.

Emergency Message Communication

Forwarding on messages to family or colleagues in an emergency.

Legal Referral

The service enables the Insured Person to have access to an Embassy or Consulate if legal assistance is required including referral to an English speaking lawyer. Assistance can also be provided in facilitating the payment of bail subject to a satisfactory financial guarantee of reimbursement.

Lost Ticket and Baggage Location

Assistance in replacing lost or stolen tickets, passport or other travel documents and assistance in locating lost or delayed luggage.

On-line Information

A web information service is also available and accessed via www.zurich.co.uk/travelassistance and provides valuable medical and travel information including online country guides that provide security information reflecting the situation in numerous territories. Access is gained by entering the **insured's** policy number when prompted.

Travel Advice

The Insured Person has access to a wealth of helpful and relevant information including currency and banking information, visa details, health requirements and reciprocal health agreements.

Vehicle Return

The assistance service can organise the return of a rental or privately owned vehicle where an Insured Person falls ill or sustains Bodily Injury during a Journey.

(B) Security Assistance Services

The **insurer** has partnered with security experts to provide the **insured** with a comprehensive range of security services.

In the event that an Insured Person is travelling on a Journey during the Operative Time and requires security assistance they should contact the emergency helpline:

+44 (0)1489 868 888

or visit www.zurich.co.uk/travelassistance

The security assistance services provided are:

Daily News

Subscription is available to email reports sent each weekday, covering political instability, civil unrest, disease outbreaks, crime patterns and terrorism news from around the world. Please subscribe/unsubscribe for these reports at:

www.zurich.co.uk/travelassistance

Emergency Response

Where serious difficulties or a life-threatening situation arise during a Journey abroad (Insured Persons missing, attacked or kidnapped or a rapid deterioration in the safety of the location – as insured under sections 2G and 2H Zurich Travel Assistance’s team of security specialists will be available to assist the **insured** and **insured’s** personnel with advice, kidnap negotiation and coordination of their return to safety.

Please contact Zurich Travel Assistance on: +44 (0)1489 868 888.

Travel Security website

Security information on over 180 countries worldwide via the Zurich Travel Assistance website www.zurich.co.uk/travelassistance

Travel Security and Safety Briefings

With 48 hours’ notice the security partner of Zurich Travel Assistance will provide the **insured’s** personnel with a security briefing tailored for their travel itinerary for high risk destinations, subject to a maximum of 2 briefings per trip or group booking. This will cover the risks, preventative measures and important contact details the **insured’s** personnel require to help them remain safe while abroad on a Journey. For all standard destinations the Zurich Travel Assistance website www.zurich.co.uk/travelassistance is available.

Section 6 – Notes

Passports

It is recommended that a copy of the passport header page be taken on a Journey. Loss of passport is the most common mishap to befall UK travellers and a copy assists with emergency replacement.

Travelling Against Medical Advice

In line with many travel insurance policies, this part has an exclusion of “travelling or intending to travel against medical advice”.

It is strongly recommended that if there is any doubt over a current or recent medical condition that the Insured Person visits their doctor to ensure they are fit to travel and are not invalidating their cover. This will help to avoid potential difficulties should the need to claim arise later for cancellation or sickness happening during the trip.

“Fit to travel” implies that during the trip the medical condition is unlikely to create the need for medical attention or other additional costs such as emergency evacuation or visit of a relative that would ordinarily qualify as a claim under this part.

The Insured Person should obtain a written statement from their GP or other medical practitioner at most 7 days before the trip starts stating that they are fit to travel having regard to:

- a) the condition itself; and
- b) the following features of the trip:
 - i) destination
 - ii) activities
 - iii) duration
 - iv) methods of travel.

The Insured Person should tell the medical professional that the required statement is for specific insurance purposes and that it may be relied upon to substantiate the validity of a claim should it later need to be made.

Where a trip is booked (incurring non-refundable expenses) a considerable time before the departure date, it is prudent to consider an additional earlier consultation with the medical professional to obtain a similar statement. This is in case a medical condition being experienced at the time of booking worsens to cause cancellation of the trip before departure, and the need for a Cancellation claim to be made.

Winter Sports

Please refer specifically to the definitions of Winter Sports – Standard and Winter Sports – Advanced in section 1 and to the “excluded winter sports” special exclusion in section 3. Any winter sports activity not mentioned in these definitions is excluded (generally those of a more hazardous nature). There are important requirements about age, experience levels and supervision within these definitions. Please refer to the **insurer** if in doubt.

There is also additional cover related to winter sports in section 2C for hired equipment and section 2F for piste closure.

Please note the requirement for under-18s to wear helmets for certain activities (see special conditions).

Part R – legal expenses

Important Note

Please do not ask for help from a solicitor or accountant before this has been agreed by the Agent. Costs incurred before agreement and approval by the Agent will not be paid.

Section 1 – Special Definitions

Agent

The claims handling agent as stated in the schedule who will handle all claims and act on behalf of the insurer.

Aspect Enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of the insured's self assessment and/or corporation tax return.

Costs and Expenses

Legal Costs

All reasonable and necessary costs chargeable by the Representative on a standard basis.

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

Accountant's Costs

A reasonable amount in respect of all costs reasonably incurred by the Representative.

Attendance Expenses

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any arbitration, court or tribunal hearing at the request of the Representative or while attending jury service. The insurer will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount the insurer will pay is based on the following:

- a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is 8 hours
- b) if the Insured Person works full time the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages
- c) if the Insured Person works part-time the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

Date of Occurrence

- a) For civil cases (other than under Insured Incident – 7 Tax Protection) the date of occurrence is when the cause of action first accrued.
- b) For criminal cases the date of occurrence is when the Insured Person commenced or is alleged to have commenced to violate the criminal law in question.
- c) For licence or registration appeals the date of occurrence is when the insured first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the insured's licence, mandatory registration or British Standard Certificate of Registration.
- d) For Full Enquiries or Aspect Enquiries the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

- e) For Tax Intervention Enquiries the date of occurrence is when HM Revenue & Customs first contacts the **insured** in relation to commencing an intervention enquiry into their business accounts.
- f) For Employers' Compliance and Value Added Tax disputes the date of occurrence is when the relevant authority sends an assessment or written decision to the **insured**.

Full Enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of the **insured's** tax affairs excluding those enquiries which are limited to one or more specific aspects of the **insured's** self assessment and/or corporation tax return.

Insured Person

The **insured** and the **governors**, employees and any other individuals declared to the **insurer** by the **insured**.

Period of Insurance

The period for which the **insurer** has agreed to cover the Insured Person and for which the premium has been paid.

Representative

The lawyer, accountant or other suitably qualified person who has been appointed to act for an Insured Person in accordance with the terms of this policy.

Tax Intervention Enquiry

An examination by HM Revenue & Customs to measure the level of compliance in the **insured's** financial accounting records to highlight areas where errors have or may occur.

Territorial Limit

For Insured Incidents 2 Legal Defence (excluding 2(4)), and 6(b) Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other Insured Incidents

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

Section 2 – Cover

The **insurer** agrees to provide the insurance in this part in accordance with the operative covers stated in the schedule provided always that:

- a) the Date of Occurrence of the Insured Incident happens during the Period of Insurance and within the Territorial Limit; and
- b) any legal proceedings will be dealt with by a court or other body which the **insurer's** agree to in the Territorial Limit; and
- c) in civil claims it is always more likely than not that an Insured Person will recover damages (or obtain any other legal remedy which the **insurer** has agreed to) or make a successful defence.

For all Insured Incidents the Agent will help in appealing or defending an appeal provided always that the Insured Person tells the Agent within the time limits allowed that they want the Agent to appeal. Before the **insurer** pays any Costs and Expenses for appeals the Agent must agree that it is always more likely than not that the appeal will be successful.

If a Representative is used the **insurer** will pay the Costs and Expenses incurred for this.

The **insurer** will pay Compensation Awards that the Agent has agreed to.

The most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the limit of indemnity stated in the schedule.

Insured Incidents

1. Employment Disputes and Compensation Awards

a) Employment Disputes

The Agent will defend the **insured's** legal rights:

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

Exclusions to Insured Incident 1 a)

Insured Incident 1 a) does not cover:

1. any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this part
2. any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this part if the Date of Occurrence was within the first 180 days of the indemnity provided by this part
3. any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this part
4. any claim in respect of damages for personal injury or loss of or damage to property.

b) Compensation Awards

The **insurer** will pay:

- i) any basic and compensatory award; and/or
- ii) an order for compensation following a breach of the **insured's** statutory duties under employment legislation

in respect of a claim the **insurer** has accepted under Insured Incident 1 a).

Provided always that:

- 1) in cases relating to performance and/or conduct the **insured** has throughout the employment dispute either:
 - A) followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service
 - B) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
 - C) sought and followed advice from the Agent's legal advice service
- 2) for an order of compensation following the **insured's** breach of statutory duty under employment legislation the **insured** has at all times sought and followed advice from the Agent's legal advice service since the date when the **insured** should have known about the employment dispute
- 3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the **insured** has sought and followed advice from the Agent's Claims Department prior to serving notice of redundancy
- 4) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by the Agent
- 5) the total of the compensation awards payable by the **insurer** will not exceed £1,000,000 in any one Period of Insurance.

Exclusions to Insured Incident 1 b)

Insured Incident 1 b) does not cover:

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

c) Service Occupancy

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

Exclusion to Insured Incident 1 c)

Insured Incident 1 c) does not cover:

1. any claim relating to defending the **insured's** legal rights other than defending a counter-claim.

2. Legal Defence

At the **insured's** request:

- a) the Agent will defend the Insured Person's legal rights:
 - i) prior to the issue of legal proceedings when dealing with the:
 - 1) police
 - 2) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged that the Insured Person has or may have committed a criminal offence
 - ii) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction
 - iii) if civil action is taken against the Insured Person for compensation under section 13 of the Data Protection Act 1998. The **insurer** will also pay any compensation award made against the Insured Person under section 13 of the Data Protection Act 1998
- b) the Agent will defend the **insured's** legal rights following civil action taken against the **insured** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance
- c) the Agent will defend the Insured Person's (other than the **insured's**) legal rights if:
 - i) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion
 - ii) civil action is taken against them as a trustee of a pension fund set up for the benefit of employees
- d) the Agent will represent the Insured Person in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the **business**
- e) the Agent will represent the **insured** in appealing against the refusal of the Information Commissioner to register the **insured's** application for registration
- f) the **insurer** will pay the attendance expenses of an Insured Person for jury service.

Provided always that:

- 1) in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned the Territorial Limit will be any place where the Act applies
- 2) at the time of the Insured Incident the **insured** has registered with the Information Commissioner in respect of Insured Incident 1) c).

Exclusion to Insured Incident 2

Insured Incident 2 does not cover:

1. any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3. Statutory Licence Protection

The Agent will represent the **insured** in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend or alter the terms of or refuse to renew or cancel the **insured's** licence, mandatory registration or British Standard Certificate of Registration.

Exclusions to Insured Incident 3

Insured Incident 3 does not cover:

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

4. Contract Disputes

This insured incident is only operative if shown in the schedule.

The Agent will negotiate for the **insured's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the **insured** for the purchase, hire, sale or provision of goods or of services.

Provided always that:

- a) the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, the **insured** will be responsible for the first £500 of Legal Costs in each and every claim
- b) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250
- c) if the dispute relates to money owed to the **insured** a claim under the policy is made within 90 days of the money becoming due and payable.

Exclusions to Insured Incident 4

Insured Incident 4 does not cover:

1. any dispute arising from an agreement entered into prior to the inception date of the indemnity provided under this part if the Date of Occurrence is within the first 90 days of the indemnity provided under this part
2. any claim relating to the following:
 - a) the settlement payable under an insurance policy
 - b) a lease, licence or tenancy of land or buildings other than a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement
 - c) a loan, mortgage, pension or any other financial product and choses in action
 - d) a motor vehicle owned by or hired or leased to the **insured** other than agreements relating to the sale of motor vehicles where the **insured** is engaged in the business of selling motor vehicles
3. a dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **insured**
4. a dispute which arises out of the:
 - a) sale or provision of computer hardware, software, systems or services
 - b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the **insured's** own specification

5. a dispute arising from a breach or alleged breach of professional duty by an Insured Person
6. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

5. Debt Recovery

This insured incident is only operative if shown in the schedule.

The Agent will negotiate for the **insured's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.

Provided always that:

- a) the debt exceeds £250
- b) a claim for debt recovery under this policy is made within 90 days of the money becoming due and payable
- c) the Agent has the right to select the method of enforcement or to forego enforcing judgment if the **insurer** is not satisfied that there are or will be sufficient assets available to satisfy judgment.

Exclusions to Insured Incident 5

Insured Incident 5 does not cover:

1. any debt arising from an agreement entered into prior to the inception date of the indemnity provided under this part if the debt is due within the first 90 days of the indemnity provided under this part
2. any claim relating to the following:
 - a) the settlement payable under an insurance policy
 - b) a lease, licence or tenancy of land or buildings
 - c) a loan, mortgage, pension or any other financial product and choses in action
 - d) a motor vehicle owned by or hired or leased to the **insured** other than agreements relating to the sale of motor vehicles where the **insured** is engaged in the business of selling motor vehicles
3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
4. the recovery of money and interest due from another party where the other party intimates that a defence exists.

6. Property Protection and Bodily Injury

a) Property Protection

The Agent will negotiate for the **insured's** legal rights in any civil action relating to **property** which is owned by or the responsibility of the **insured** following:

- i) any event which causes **damage** to such **property**
- ii) any nuisance or trespass.

Exclusions to Insured Incident 6 a)

Insured Incident 6 a) does not cover any claim relating to:

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

b) Bodily Injury

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

Exclusions to Insured Incident 6 b)

Insured Incident 6 b) does not cover any claim relating to:

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

7. Tax Protection

a) Full or Aspect Enquiries

The Agent will negotiate on behalf of the **insured** in respect of a Full Enquiry and/or Aspect Enquiry and represent them in any subsequent appeal proceedings.

b) Tax Intervention Enquiries

The Agent will negotiate on behalf of the **insured** and represent them in any dealings with HM Revenue & Customs in respect of a Tax Intervention Enquiry.

c) Employers' Compliance

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

d) VAT Disputes

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

Provided always that:

- i) for all Insured Incidents the **insured** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed
- ii) the **insurer** will not pay more than £2,000 for claims in respect of Aspect Enquiries or Tax Intervention Enquiries.

Exclusions to Insured Incident 7

Insured Incident 7 does not cover:

1. in respect of Aspect Enquiries and Tax Intervention Enquiries the first £200 of Costs and Expenses in each and every claim
2. any Insured Incident arising from a tax avoidance scheme
3. any Insured Incident caused by the failure of the **insured** to register for Value Added Tax
4. any Insured Incident arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office
5. any Insured Incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Section 3 – Special Exclusions

This part does not cover:

1. any claim reported to the Agent more than 180 days after the date the Insured Person should have known about the Insured Incident
2. Costs and Expenses incurred before the written acceptance of a claim by the Agent
3. fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Insured Incident 1b) Compensation Awards and 2 Legal Defence
4. any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
5. any claim relating to rights under a franchise or agency agreement entered into by the **insured**
6. any Insured Incident deliberately or intentionally caused by an Insured Person
7. a dispute with the Agent not otherwise dealt with under special condition 7
8. any claim relating to a shareholding or partnership share in the **insured** unless such shareholding was acquired under a scheme open to all employees of the **insured** or a substantial number of them of a certain minimum grade other than the directors or partners of the **insured**
9. judicial review
10. legal action an Insured Person takes which the Agent or the Representative have not agreed to or where the Insured Person does anything that hinders the Agent or the Representative
11. when either at the commencement of or during the course of a claim the **insured** is bankrupt or has filed a bankruptcy petition or winding-up petition or has made an arrangement with its creditors or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator
12. apart from the **insurer** or Agent the Insured Person is the only person who may enforce all or any of this part and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this part in relation to any third-party rights or interest.

Section 4 – Special Conditions

1. An Insured Person must:
 - a) take reasonable steps to keep any amount the **insurer** has to pay as low as possible
 - b) try to prevent anything happening that may cause a claim
 - c) send in writing everything the Agent asks for
 - d) give the Agent full details of any claim as soon as possible and give the Agent any information the Agent needs.
 2. a) The Agent can take over and conduct in the name of the Insured Person any claim or legal proceedings at any time.

The Agent can negotiate any claim on behalf of an Insured Person.
 - b) The Agent will choose the Representative to represent an Insured Person in any proceedings where the **insurer** is liable to pay a compensation award. In any other case an Insured Person is free to choose a Representative (by sending the Agent a suitably qualified person's name and address) if:
 - i) the Agent agrees to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an Insured Person in those proceedings
 - ii) there is a conflict of interest.
 - c) Before an Insured Person chooses a lawyer or an accountant the Agent can appoint a Representative.
 - d) Any Representative will be appointed by the Agent and represent an Insured Person according to the Agent's standard terms of appointment (which may include a 'no win, no fee' agreement). The Representative must co-operate fully with the Agent at all times.
 - e) The Agent will have direct contact with the Representative.
 - f) An Insured Person must co-operate fully with the Agent and with the Representative and must keep the Agent up-to-date with the progress of the claim.
 - g) An Insured Person must give the Representative any instructions that the Agent requires.
3. a) An Insured Person must tell the Agent if anyone offers to settle a claim and must not agree to any settlement without the Agent's written consent.
- b) If an Insured Person does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
- c) The **insurer** may decide to pay the Insured Person the amount of damages that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
4. a) If the Agent asks an Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited.
- b) An Insured Person must take every step to recover Costs and Expenses that the **insurer** has to pay and must pay the **insurer** any Costs and Expenses that are recovered.
5. If a Representative refuses to continue acting for the Insured Person with good reason or if the **insured** dismiss a Representative without good reason the cover the **insurer** provides will end at once unless the Agent agrees to appoint another Representative.

6. If an Insured Person settles a claim or withdraws their claim without the Agent's agreement or does not give suitable instructions to a Representative the cover the **insurer** provides will end at once and the **insurer** will be entitled to re-claim any Costs and Expenses paid by the **insurer**.
7. If there is a disagreement about the way the Agent handles a claim that is not resolved through the **insurer's** internal complaints procedure the Agent and the Insured Person can choose a suitably qualified person to arbitrate. The Agent and the Insured Person must both agree to the choice of this person in writing. Failing this the Agent will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
8. The Agent may at their discretion require the **insured** to obtain an opinion from counsel at the **insured's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings the cost of obtaining the opinion will be paid by the **insurer**.
9. The **insurer** will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this policy did not exist.
10. This part will be governed by English law.
11. All Acts of Parliament within the policy wording will include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Claims

To make a claim under this part please telephone DAS Legal Expenses Insurance Company Limited (DAS) on 0117 934 2116 for advice on **your** legal dispute. If the dispute needs to be dealt with as a claim under this part **you** will be provided with a claim reference number. At this point DAS will not be able to confirm cover but will pass on the information given to the claims handling team who will explain what to do next.

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

Alternatively **you** can email **your** claim to newclaims@das.co.uk

Claims are usually handled by a Representative appointed by the Agent but sometimes the Agent deals with claims themselves. Claims outside the United Kingdom may be dealt with by other offices of the Agent elsewhere in Europe.

Part S – computer

Section 1 – Special Definitions

Accident

Damage excluding Breakdown, Fire Perils and Residual Breakdown.

Additional Expenditure

Additional expenditure incurred in order to maintain effectively the services provided by the Computer Equipment including the fitting up of alternative premises, costs of removal, purchase of time using alternative Computer Equipment or the hiring of alternative machinery and related expenses, including the increased costs incurred for rent, rates, taxes, lighting, heating, cleaning and insurance as a result of the enforced occupation of temporary premises.

Additional Interest

Interest charges payable on money borrowed by the **insured** solely and necessarily to maintain income normally received in the conduct of the **business** provided always that the rate of interest will not exceed by more than 1% the London Interbank Offered Rate at the date of borrowing.

Breakdown

The electrical or mechanical failure of Computer Equipment arising from internal causes or fluctuation in power supply which requires repair or replacement to enable normal operation to continue excluding Damage by fire other than such Damage to the item of Computer Equipment in which the failure occurs.

Computer Equipment

- a) Computer hardware and its peripheral devices including interconnecting wiring and media used for electronic processing, communication and storage of data
- b) temperature and environmental control, power supply and voltage regulating equipment and protective devices exclusively for use with computer hardware
- c) third party proprietary software held on media

in the **insured's** custody and control.

Computer Suite Equipment

Mainframe systems and servers plus all inter-connected wiring, fixed disks, telecommunication equipment, ancillary, peripheral and terminal equipment linked into the mainframe contained within a purpose built computer suite.

Damage

Sudden and unforeseen **damage**.

Denial of Access

- a) Damage by Perils Insured to **property** in the vicinity of Computer Equipment or the building housing such Computer Equipment at the **premises**
- b) the exercise by any public or police authority of its powers for the sole purpose of safeguarding life or **property**

which in each case prevents the **insured's** access to or use of such Computer Equipment.

Erasure

Erasure, destruction, corruption or distortion of software or data on media forming part of Computer Equipment.

Failure of Electricity Supply

Failure or fluctuation of the supply of electricity to Computer Equipment.

Failure of Telecommunications

Failure of any telecommunication system linked to Computer Equipment.

Fire Perils

Fire, lightning, explosion or aircraft or other aerial devices dropped from them.

Incident

Damage to Computer Equipment by or the operation of any of the Perils Insured stated in the schedule.

Indemnity Period

The period beginning with the occurrence of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the **business** are affected.

Maintenance Agreement

An agreement which provides on-call remedial maintenance encompassing free repair or replacement in the event of Breakdown arising out of normal use. The **insured** will supply to the **insurer** a copy of any such agreement on request.

Maximum Indemnity Period

The period stated in the schedule.

Other Computer Equipment

All Computer Equipment other than Computer Suite Equipment.

Perils Insured

- A. Accident.
- B. Fire Perils.
- C. Residual Breakdown
- D. Breakdown.
- E. Denial of Access.
- F. Failure of Electricity Supply.
- G. Failure of Telecommunications.
- H. Erasure.

Residual Breakdown

Breakdown provided always that at the time of Damage the item of Computer Equipment is the subject of a Maintenance Agreement and the Damage is the responsibility of the **insured** under that agreement.

Revenue

Money paid or payable to the **insured** for services provided through the use of Computer Equipment in the course of the **business**.

Savings

Any sum recoverable under other insurance effected by or on behalf of the **insured** or any saving in the **insured's** normal expenditure effected in consequence of the Incident.

Section 2 – Material Damage

The Cover

In the event of Damage to Computer Equipment stated in the schedule occurring during the period of insurance within the **territorial limits** caused by any of the Perils Insured stated in the schedule the **insurer** will at the option of the **insurer** indemnify the **insured** by payment, reinstatement, replacement or repair.

Provided always that the liability of the **insurer** under this section will not exceed:

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

2.1 Automatic Reinstatement of Sum Insured

Payment of a claim will not reduce the sums insured except upon written notice by the **insurer** to the contrary provided always that the **insured** takes immediate steps to effect such additions to or variations in the protections of Computer Equipment as the **insurer** may require.

2.2 Capital Additions and Acquisitions

This section includes additional Computer Equipment acquired which is not otherwise insured.

Provided always that:

- a) the sum insured stated in the schedule may be increased in any one period of insurance by up to £250,000 in the aggregate
- b) within one month of the expiry of each period of insurance the **insured** will supply to the **insurer** details of all acquisitions and deletions whereupon the **insurer** will charge or allow one half of the annual premium in respect of such acquisitions and deletions the premium for the ensuing year being calculated accordingly.

2.3 Debris Removal

This section includes in addition to any sum insured reasonable costs and expenses necessarily incurred with the **insurer's** consent in dismantling and removing debris of Computer Equipment following insured Damage provided always that the amount payable in respect of any one occurrence will not exceed £5,000 or 2.5% of the sum insured whichever is the greater but subject to a maximum of £50,000.

2.4 European Union and Public Authority Requirements (Excluding Undamaged Property)

Subject to the following supplementary conditions this section includes the additional cost of reinstatement incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Union legislation
- b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

referred to below as the 'Stipulations'.

The **insurer** will not pay for:

- i) the cost incurred in complying with the Stipulations:
 - 1) in respect of Damage not insured under this section
 - 2) under which notice has been served upon the **insured** prior to the happening of the Damage
 - 3) for which there is an existing requirement which has to be implemented within a given period
 - 4) in respect of undamaged Computer Equipment or undamaged portions of Computer Equipment
- ii) the additional cost which would have been required to make good the Computer Equipment suffering Damage to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Computer Equipment or by its owner by reason of compliance with the Stipulations.

Supplementary Conditions

1. The work of reinstatement must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the liability of the **insurer** not being increased.
2. If the liability of the **insurer** under this section apart from this clause is reduced by the application of any of the terms and conditions of this section then the liability of the **insurer** under this clause will be reduced in like proportion.
3. The total amount payable under this clause will not exceed in respect of the Computer Equipment suffering Damage its sum insured.

2.5 Incompatibility of Computer Media

This section includes in addition to any sum insured costs of:

- a) modification of Computer Equipment
- b) replacement of computer media together with the restoration of data or software on such media

whichever is the lesser to achieve compatibility in the event that the loss of Computer Equipment has resulted in undamaged computer media being incompatible with the replacement Computer Equipment provided always that the amount payable in respect of any one occurrence will not exceed £5,000.

2.6 Investigation Costs

This section includes in addition to any sum insured costs incurred with the prior consent of the **insurer** for investigations and tests in respect of possible repair, replacement or restoration following Damage provided always that the amount payable in respect of any one occurrence will not exceed £5,000.

2.7 Mitigation of Impending Loss

This section includes in addition to any sum insured costs incurred in taking reasonable and exceptional measures prior to Damage occurring to avoid or mitigate such impending Damage for which the **insurer** would have been liable under this section.

Provided always that:

- a) the impending Damage does not stem from any reasonably foreseeable cause or any defect in the Computer Equipment, media, data or software or as a consequence of the **insured's** failure to suitably maintain or protect the Computer Equipment prior to the **insured** becoming aware of the impending occurrence
- b) the **insurer** is satisfied that:
 - i) the Damage would have been the natural outcome in the absence of such measures; and
 - ii) in all probability the costs incurred are less than the amount of the Damage mitigated or avoided in consequence of the measures taken; and
- c) the amount payable by the **insurer** will not exceed £5,000 in respect of the occurrence.

2.8 Recharging of Gas Cylinders

This section includes in addition to any sum insured the cost of recharging gas cylinders installed solely for the protection of Computer Equipment following accidental discharge but excluding discharge arising:

- a) during repairs or alterations to the building in which the cylinders are situated
- b) during installation, repair, removal, alteration, extension or testing of all or part of the gas flooding system

provided always that the amount payable in respect of any one occurrence will not exceed £5,000.

2.9 Reinstatement

Subject to the following supplementary conditions the basis upon which the amount payable in respect of Computer Equipment is to be calculated will be **reinstatement**.

Supplementary Conditions

1. The **insurer's** liability for the repair of partially damaged Computer Equipment will not exceed the amount which would have been payable had such Computer Equipment been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this clause will be made:
 - a) unless **reinstatement** commences and proceeds without unreasonable delay
 - b) until the cost of **reinstatement** has been incurred
 - c) if the Computer Equipment at the time of its **damage** is insured by any other insurance effected by the **insured** or on the **insured's** behalf which is not on the same basis of **reinstatement**.
3. All the terms and conditions of this section will apply:
 - a) in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
 - b) where claims are payable as if this clause had not been incorporated.

Exclusions to Section 2

This section does not cover:

1. Excess

- a) the first £1,000 of any claim resulting from theft
- b) the first £100 of any other claim except in the case of Damage caused by Fire Perils or in respect of any increased amount as stated in any endorsement to this section appearing in the schedule

2. Guarantee or Maintenance

Damage for which:

- a) any manufacturer, supplier, agent or maintenance undertaking is responsible under the terms of a guarantee or Maintenance Agreement
- b) the **insured** is relieved of responsibility under any rental, hire or lease agreement

3. Loss of Data

erasure, destruction, corruption or distortion of data

4. Theft from the Premises

theft from the **premises** that does not involve entry to or exit from any building at the **premises** by forcible and violent means.

Provisions to Section 2

1. Inventory

The **property** insured is more particularly described and valued in an inventory prepared and maintained by the **insured**. In the event of Damage being occasioned to any item insured by this section the said inventory will be referred to for evidence of the value of such item and the **insurer** will not be liable to pay more than the sum set against each item in the said inventory.

2. Other Interests

It is agreed that various parties may have a legal interest in a part of the Computer Equipment and the **insured** undertakes to declare the name, nature and extent of any interest of such party at the time of Damage.

3. Underinsurance

If at the commencement of Damage a sum insured under any item is less than 85% of the new replacement value of the Computer Equipment covered under that item the **insured** will be considered as being their own insurer for the difference and the amount payable will be proportionately reduced.

The sum insured under each item is declared to be separately subject to this provision.

For the avoidance of doubt solely in respect of any item under this policy that is declared to be subject to underinsurance clause c) iii) of General Condition 6 will not apply.

Section 3 – Data and Information

The Cover

In the event of Damage caused by any of the Perils Insured stated in the schedule occurring during the period of insurance to current and back-up computer records (excluding fixed disks and paper records of any description) incorporating stored programs and information on them while the media containing such data and information is anywhere within the **territorial limits** the **insurer** will indemnify the **insured** in respect of the costs and expenses incurred in the replacement or restoration of such data and information.

Provided always that the liability of the **insurer** under this section and any extensions to it in respect of loss of data and information will not exceed the sum insured stated in the schedule at the time of the Incident.

3.1 Accountants' Fees

This section includes in addition to any sum insured reasonable accountants' fees necessarily incurred by the **insured** for producing any evidence or information as may be required under general condition 4 and reporting that such particulars are in accordance with the **insured's** books of accounts, other business books or documents provided always that the amount payable in respect of any one occurrence will not exceed £5,000.

3.2 Automatic Reinstatement of Sum Insured

Payment of a claim will not reduce the sums insured except upon written notice by the **insurer** to the contrary provided always that the **insured** takes immediate steps to effect such additions to or variations in the protections of Computer Equipment as the **insurer** may require.

Provision to Section 3

1. Replacement or Restoration of Data and Information in Updated Form

The replacement or restoration of data and information lost or suffering Damage may be carried out in an updated form provided always that the **insurer's** liability will not exceed the amount which would have been incurred in replacement or restoration of data and information in the form existing at the time of the loss or Damage.

Section 4 – Additional Expenditure/Additional Interest

The Cover

In the event of an Incident which manifests itself during the period of insurance the **insurer** will pay to the **insured** the amount of any reasonable Additional Expenditure and Additional Interest necessarily incurred during the Indemnity Period in consequence of the Incident less Savings.

Provided always that:

- a) insurance is in force at the time of the Incident covering the interest of the **insured** in the Computer Equipment against such Incident; and
- b) payment has been made or liability admitted for such Incident or payment would have been made or liability admitted for such Incident but for a proviso excluding liability for losses below a certain amount; and
- c) the liability of the **insurer** under this section and any extensions to it will not exceed the sum insured stated in the schedule at the time of the Incident.

4.1 Accountants' Fees

This section includes in addition to any sum insured reasonable accountants' fees necessarily incurred by the **insured** for producing any evidence or information as may be required under general condition 4 and reporting that such particulars are in accordance with the **insured's** books of accounts, other business books or documents provided always that the amount payable in respect of any one occurrence will not exceed £5,000.

4.2 Additional Lease Charges

This section includes in addition to any sum insured additional lease or hire charges arising out of the replacement of a lease or hire agreement in respect of Computer Equipment by a new agreement for similar equipment in consequence of Damage covered under section 2.

Provided always that:

- a) the period in respect of which such charges will be paid will not extend beyond the expiry date of the original agreement
- b) the amount payable in respect of any one occurrence will not exceed £25,000.

4.3 Automatic Reinstatement of Sum Insured

Payment of a claim will not reduce the sums insured except upon written notice by the **insurer** to the contrary provided always that the **insured** takes immediate steps to effect such additions to or variations in the protections of Computer Equipment as the **insurer** may require.

Section 5 – Loss of Revenue

In the event of an Incident which manifests itself during the period of insurance the **insurer** will pay to the **insured** the amount of any loss of Revenue resulting from the Incident less Savings.

Provided always that:

- a) insurance is in force at the time of the Incident covering the interest of the **insured** in the Computer Equipment against such Incident; and
- b) payment has been made or liability admitted for such Incident or payment would have been made or liability admitted for such Incident but for a proviso excluding liability for losses below a certain amount; and
- c) the liability of the **insurer** under this section and any extensions to it will not exceed the sum insured stated in the schedule at the time of the Incident
- d) the amount payable in respect of loss of Revenue will be:
 - i) the amount by which the Revenue during the Indemnity Period does in consequence of the Incident fall short of the Revenue in respect of the period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period; and
 - ii) reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of reduction in Revenue in consequence avoided.

Provided always that:

- 1) such amount will be adjusted to allow for special circumstances affecting the Revenue either before or after the Incident or which would have affected the Revenue had the Incident not occurred
- 2) if during the Indemnity Period services are rendered elsewhere than at the premises containing the Computer Equipment either by the **insured** or by others on the **insured's** behalf the money paid or payable in respect of such services will be brought into account in arriving at the loss of Revenue during the Indemnity Period.

5.1 Accountants' Fees

This section includes in addition to any sum insured reasonable accountants' fees necessarily incurred by the **insured** for producing any evidence or information as may be required under general condition 4 and reporting that such particulars are in accordance with the **insured's** books of accounts, other business books or documents provided always that the amount payable in respect of any one occurrence will not exceed £5,000.

5.2 Automatic Reinstatement of Sum Insured

Payment of a claim will not reduce the sums insured except upon written notice by the **insurer** to the contrary provided always that the **insured** takes immediate steps to effect such additions to or variations in the protections of Computer Equipment as the **insurer** may require.

Provisions to Section 5

1. Current Cost Accounting

For the purposes of this section any adjustment implemented in current cost accounting will be disregarded.

2. Underinsurance

If the sum insured stated in the schedule in respect of Revenue is less than the Revenue during the 12 months immediately before the date of the Incident giving rise to the claim or a proportionate multiple where the Indemnity Period exceeds or is less than 12 months the amount payable will be proportionately reduced.

For the avoidance of doubt solely in respect of any item under this policy that is declared to be subject to underinsurance clause c) iii) of General Condition 6 will not apply.

3. Value Added Tax

To the extent that the **insured** is accountable to the tax authorities for value added tax all terms in this section will be exclusive of such tax.

Section 6 – Exclusions to Sections 3, 4 and 5

Sections 3, 4 and 5 do not cover:

1. Excess

the first £500 of any one claim or series of claims consequent upon or attributable to one source or original cause other than Fire Perils

2. Failure of Electricity

Additional Expenditure, Additional Interest or loss of Revenue in consequence of a Failure of Electricity Supply directly or indirectly due to:

- a) a deliberate act of the supplier not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- b) a scheme of rationing not necessitated by **damage** to the supplier's generating or supply equipment
- c) the inability of the supplier to maintain the supply system due to industrial action by any of its employees

3. Failure of Telecommunications

Additional Expenditure, Additional Interest or loss of Revenue in consequence of a Failure of Telecommunications directly or indirectly due to:

- a) a deliberate act of the supplier or the exercise by the supplier of its power to withhold or restrict operation of the system
- b) the inability of the supplier to maintain the system due to industrial action by any of its employees
- c) the use by the **insured** of equipment which is not approved by the supplier
- d) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
- e) atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite

4. Programming Errors or Design Defects

the costs of rectifying programming errors or design defects in software and additional expenditure in consequence of such errors or defects

5. Value of Data

the value to the **insured** of data stored on Computer Equipment.

Section 7 – Special Exclusions

This part does not cover:

1. Electronic Risks

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

but this will not exclude:

- i) Damage, Additional Expenditure, Additional Interest or loss of Revenue which results from a **defined peril** including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence otherwise covered under this part
- ii) Additional Expenditure, Additional Interest or loss of Revenue in consequence of Erasure caused by or arising from **virus or similar mechanism, hacking or denial of service attack** to the extent to which Erasure is insured by sections 3, 4 and 5

2. Software Licences

replacement of software licence agreements unless otherwise agreed by the **insurer**

3. Theft from Unattended Motor Vehicles

Damage, Additional Expenditure, Additional Interest or loss of Revenue caused by theft or attempted theft from any unattended motor vehicle unless:

- a) the **property** insured is concealed in a glove compartment or locked luggage compartment; and
- b) all doors are locked; and
- c) all windows and the roof are closed and fastened; and
- d) all security devices are put in full and effective operation; and
- e) all keys or any other removable ignition device of the vehicle are removed

4. Unexplained Losses

Damage caused by or consisting of or Additional Expenditure, Additional Interest or loss of Revenue arising directly or indirectly from disappearance, unexplained or inventory shortage, misfiling or misplacing of information or shortages due to error or omission

5. Wear, Tear and Corrosion

the cost of rectifying or making good:

- a) wear and tear or scratching of painted or polished surfaces
- b) any form of corrosion or erosion howsoever arising

but not Damage resulting therefrom or Additional Expenditure, Additional Interest or loss of Revenue in consequence of such Damage unless otherwise excluded.

Section 8 – Special Provisions

1. Subrogation Waiver

In the event of a claim the **insurer** agrees to waive any right, remedy or relief to which the **insurer** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary or subsidiary to parent of the **insured** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Accident or **damage**
- b) any company which is a subsidiary of a parent company of which the **insured** is itself a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Damage or Incident
- c) any company whose activities are conducted or managed by the **insured** in whole or in part or who are regular shared time users of Computer Equipment.

2. Virus or Similar Mechanism, Hacking and Denial of Service Attack Limitation

The combined liability of the **insurer** under sections 3, 4 or 5 of this part in consequence of Erasure directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack** will not exceed in any one period of insurance the sum of:

- a) £25,000 in respect of **virus or similar mechanism** however arising
- b) £100,000 in respect of **hacking** or **denial of service attack**.

Section 9 – Special Conditions

1. Back-Up

It is a condition precedent to the liability of the **insurer** for any loss or expenditure in consequence of Erasure of software or data that:

- a)
 - i) duplicate copies of software are held where allowed under the terms of the relevant software licence; and
 - ii) data is backed-up no less frequently than once every 7 days or as otherwise agreed by the **insurer**; and
 - iii) duplicate software and backed-up data is stored off-site and maintained in accordance with makers' recommendations; and
- b) testing is carried out at least monthly to ensure that all critical data is correctly backed-up and recoverable.

2. System Security

It is a condition precedent to the liability of the **insurer** for any loss or expenditure in consequence of Erasure of software or data that:

- a) a documented information security policy must be maintained and this must be approved by management, published and communicated to all **employees** using Computer Equipment
- b) firewalls must be in place to prevent unauthorised access on all connections from internal networks and systems to external networks
- c) anti-virus software must be installed on all desktops and mission critical servers to protect against **denial of service attack, hacking or virus or similar mechanism** and it must be installed on all entry points including e-mail attachments and internet downloads.

Part T – terrorism

Section 1 – Special Definitions

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

Terrorism

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

Section 2 – Cover

In the event of:

- a) **damage to property** insured under parts A, C, D, M and S
- b) **business interruption** insured under parts B and S

caused by or arising from Terrorism the **insurer** will pay to the **insured** the amount of such loss or in the case of a) above at the **insurer's** option replace, reinstate or repair the **property** or any part of it.

Provided always that:

- i) the liability of the **insurer** will not exceed:
 - 1) in the whole the total sum insured
 - 2) in respect of any item its sum insured
 - 3) any other limit of indemnitystated in the schedule to this part at the time of the **damage**
- ii) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been Terrorism or in the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been Terrorism that refusal is reversed by the decision of a validly constituted tribunal
- iii) such **damage** and/or **business interruption** occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- iv) in any action, suit or other proceedings where the **insurer** alleges that any **damage** or **business interruption** is not covered under section 2 the burden of proving that such **damage** or **business interruption** is covered will fall upon the **insured**
- v) the insurance effected by section 2 excludes:
 - 1) any losses whatsoever:
 - A) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

- B) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from the alteration, modification, distortion, corruption of or **damage** to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software or any alteration, modification, distortion, erasure, corruption of data processed by any such computer or other equipment or component or system or item and whether the property of the **insured** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or Phishing or **denial of service attack** or **business interruption** directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or Phishing or **denial of service attack**
- 2) any type of **property** which has been specifically excluded under parts A, C, D, M and S
- 3) 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**
- vi) save for the exclusions listed in proviso v) above no other exclusions applicable to parts A, B, C, D, M, and S will apply to the insurance effected by section 2 of this part. All the other terms, definitions, provisions and conditions of said parts including but not limited to any **excess** or deductible to be borne by the **insured** will apply to the insurance effected by section 2 of this part except for:
 - 1) any Long Term Agreement applying to this policy
 - 2) any terms which provide for adjustments of premium based upon declarations on expiry or during the period of insurance
 - 3) any extension of **premises** to locations outside England and Wales and Scotland.

2.1 Uncertified Terrorism

In the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been Terrorism and such refusal is upheld by the decision of a validly constituted tribunal general exclusion 4 will not apply to parts A, B, C, D, M and S in respect of such event or occurrence.

Provided always that:

- a) such **damage** and/or **business interruption** occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- b) the liability of the **insurer** will not exceed:
 - i) in the whole the total sum insured
 - ii) in respect of any item its sum insured
 - iii) any other limit of indemnity
 stated in the schedule to parts A, B, C, D, M, and S at the time of the said event or occurrence
- c) save for proviso a) above the terms, definitions, provisions and conditions applicable to parts A, B, C, D, M and S will apply to this clause.

Our complaints procedure

Not applicable to part L

Our commitment to customer service

We value the opportunity to look into any concerns you may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly.

Who to contact in the first instance

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

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

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

The Financial Ombudsman Service (ombudsman)

If we are unable to resolve your complaint to your satisfaction within eight weeks or if you remain dissatisfied following receipt of our final response letter you may be able to ask the ombudsman to formally review your case. You must contact the ombudsman within six months of our final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a "fixed line" (for example a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

or e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and you are entitled to contact the ombudsman at any stage of your complaint.

The ombudsman can help with most complaints if you are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If you are unsure whether the ombudsman will consider your complaint or for more information please contact the ombudsman directly, or visit <http://www.financial-ombudsman.org.uk>

The Financial Services Compensation Scheme (FSCS)

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



DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company number 103274. Website: www.das.co.uk

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DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales | Company number 5417859. Website: www.daslaw.co.uk

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UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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