



Sports

Policy Wording

Bspoke Sports & Leisure is a trading name of Bspoke Commercial Ltd. Bspoke Commercial Ltd is registered in England and Wales Company Number. 09284678. Registered Office: Brookfield Court, Selby Rd, Leeds LS25 1NB. Bspoke Commercial Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 709456.

Welcome

Welcome to Bspoke Sports & Leisure

Thank You for selecting Bspoke Sports & Leisure. We are confident your trust is well placed and are determined to provide you with outstanding customer service at all times and to make insuring with us as easy and trouble-free as possible.

This policy wording outlines all the information you need to know about the cover, please read the wording in full and make sure you are happy with the cover provided and that it meets your requirements.

About Bspoke Sports & Leisure

A specialist commercial MGA,, Bspoke Sports & Leisure's operating style is to develop products according to the requirements outlined by you and demanded by our brokers. We provide insurance solutions for a range of product categories including Commercial Property and Liabilities.

Our wealth of commercial expertise and industry experience enables us to maintain an innovative approach to commercial insurance and risk management. Our commercial products are designed to protect the assets and insure the liabilities of your business, while also reducing your businesses exposure to risk by providing effective risk management assistance.

Getting to know each other

To learn more about Bspoke Sports & Leisure please visit www.bspokesportsleisure.co.uk

If you need to know more about your cover or the policy wording, then contact the broker who placed the business for you.

Definitions

Certain words in the policy have special meanings. These meanings are given in the Policy Definitions Section on page 16 or defined at the beginning of the appropriate section or sub-section. To help you identify these words in the policy we have printed them in ***bold italics*** throughout.

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The Insurance Contract

This policy is a legal contract of insurance between **You** and **Us**. It is not **Our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or the right to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

The following are elements for the contract of insurance between **You** and **Us** based on information **You** have provided to **Us**. Please read them carefully and if **You** require any amendments please return them to **Your** broker for correction. Keep the policy safe in case **You** need to refer to it.

- **Your** policy,
- The **Schedule**,
- Endorsements.

It is important that **You**:

- (a) tell us about any material circumstances which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date
- (b) check that the Sections **You** have requested are included in the **Schedule**;
- (c) check that the information **You** have given **Us** is accurate;
- (d) keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance adviser when **You** renew this policy;
- (e) comply with **Your** duties under each Section and the insurance as a whole.

A circumstance is material if it would influence **Our** judgement in determining whether to provide the cover and, if so, on what terms. If **You** are not sure whether a circumstance is material ask **Your** insurance adviser. If **You** fail to tell **Us** it could affect the extent of cover provided under the policy.

The Agreement

In consideration of the payment of the premium, **We** will compensate **You** by payment, or at **Our** option, by reinstatement or repair in respect of Damage, accident, or injury occurring in connection with the **Business** during the **Period of Insurance**, subject to the terms, Conditions and Exclusions contained in or endorsed on the policy.

Signed by Authorised signatory



Nick Grazier

Managing Director
Bspoke Commercial Ltd
Brookfield Court
Selby Road
Leeds
West Yorkshire
LS25 1NB

Customer Information

Applicable Data Protection Legislation

We are registered under the UK Data Protection Act 1998 and comply with the EU General Data Protection Regulation in all **Our** dealings with **Your** personal data. **Your** personal information will be kept secure. **We** undertake to ensure **Your** personal data is:

- processed lawfully, fairly and in a transparent manner;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- accurate and, where necessary, kept up to date and every reasonable step will be taken by Us to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed;
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

As part of **Our** day-to-day communications with **You**, **We** will generally use e-mail and unless **You** advise **Us** to the contrary in writing then **You** accept this is a valid communication enforceable as written communication for legal and regulatory purposes.

Conformity

In this policy **You** will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

Information You have given Us

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions, **We** ask by ensuring that all information provided is a fair representation.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed, decline all claims and keep all premiums paid.

We may:

- (a) treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered as long as the misrepresentation or omission was not made deliberately or recklessly,
- (b) amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** careless omission to supply the information we required to consider the insurance cover provided,
- (c) charge **You** more for **Your** policy or reduce the amount **We** pay on a claim in the same proportion the premium **You** have paid bears to the premium **We** would have charged **You**,
- (d) cancel **Your** policy in accordance with **Our** Cancellation Rights below.

We will write to **Your** Insurance Broker if **We**:

- (a) intend to treat **Your** policy as if it never existed, or
- (b) need to amend the terms of **Your** policy, or
- (c) require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your** broker as soon as practicable.

Law and Jurisdiction

You and **Us** are free to choose the court jurisdiction applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of the United Kingdom, the Isle of Man or the Channel Islands depending upon **Your** address as shown in the **Schedule** and the jurisdiction of the courts of England.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Your Duties

You shall take all reasonable care:

- (a) to prevent any occurrence which may give rise to a claim under this policy
- (b) to maintain the **Premises**, machinery and equipment and everything used in the **Business** in efficient and safe working condition
- (c) in the selection and supervision of **Employees**
- (d) to comply with all statutory and other obligations and regulations imposed by any authority,
- (e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as circumstances may require.

Privacy and Data Protection Notice

Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information.

What information do We collect about you?

We may collect the following personal **Data** about you:

- Information collected from you.
- When **You** provide **Your** business contact details to **Us** for potential business opportunities.
- When **We** collect personal **Data** as part of **Our** ongoing business dealings and development.
- Information collected from other sources.
- When one of Bspoke business partners introduces **You** to us, they will provide **Your** contact details.

The information collected may include the following categories:

- **Your** name and job title.
- **Your** company name and address.
- **Your** contact details, including email address and telephone number.

What We do with Your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

Your Rights as a Data subject

We thought it would be helpful to set out **Your** rights under the relevant **Data** protection legislation.

You have the right to:

- withdraw consent where that is the legal basis of **Our** processing.

- access **Your** personal **Data** that **We** process.
- rectify inaccuracies in personal **Data** that **We** hold about you.
- be forgotten, if the processing of **Your** personal **Data** is no longer necessary for the purposes it is collected for, **Your** details would be removed from systems that **We** use to process **Your** personal **Data**.
- restrict the processing in certain ways.
- obtain a copy of **Your Data** in a commonly used electronic form (if the legal basis of **Our** processing is consent or necessary for contract)
- object to certain processing of **Your** personal **Data** by us

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

As a rule, where there is a contractual relationship, **We** will keep **Your** personal Data for seven years following the end of **Your** relationship with us. Where there is no contractual relationship formed, **We** will retain **Your** personal Data for two years. Following the end of the retention periods, **Your** personal **Data** will be securely destroyed.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer at dataprotection@bspokecommercial.co.uk

How do We protect Your Data?

We take the security of **Your Data** seriously. **We** have internal policies and controls in place to try to ensure that **Your Data** is not lost, accidentally destroyed, misused or disclosed, and is not accessed by unauthorised individuals.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Information about Words with Special Meanings

Average

Some items insured are subject to **Average**, this means that if at the time of the **Damage** the sum insured is less than the reinstatement value of the **Property Insured** the amount **We** will pay will be reduced in proportion to the amount of underinsurance.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in **Us** automatically being discharged from any liability, then such a breach shall result in any liability **We** might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that **We** will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then **We** agree that **We** may not rely on the non-compliance to exclude, limit or discharge **Our** liability under this policy if **You** show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Complaints Procedure

How to complain

At Bspoke Sports & Leisure, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If **You** have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the contacts outlined below.

As **You** have arranged **Your** policy with Bspoke Sports & Leisure through a Broker or Intermediary, **You** should firstly direct **Your** complaint to the Broker or Intermediary with whom **You** arranged **Your** policy.

Useful Complaint Contacts are provided in the table below:

Reason for complaint	Contact	Contact Details
Sales or Service Related	Complaints Department Bspoke Sports & Leisure	Brookfield Court Selby Road Leeds West Yorkshire LS25 1NB complaints@bspokesportsleisure.co.uk 0113 345 1768
Legal Expenses Claims	Customer Service Arc Legal Assistance Limited	PO Box 8921 The Gatehouse Lodge Park Lodge Lane Colchester Essex CO4 5NE customerservice@arclegal.co.uk 01206 615000
All Other Claims	Complaints Department Questgates	QuestGates, 11A The Wharf, Bridge Street, Birmingham, B1 2JS complaints@Questgates.co.uk 0117 9299 255

If **You** remain dissatisfied after Bspoke Sports & Leisure and the **Insurer** has considered **Your** complaint or **You** have not received a final decision by the time Bspoke Sports & Leisure and the **Insurer** have taken eight (8) weeks overall to consider **Your** complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service at:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

www.financial-ombudsman.org.uk

Telephone Number: 0800 0234 567

or

Telephone Number: 0300 1239 123

Email: complaint.info@financial-ombudsman.org.uk

This complaint procedure does not affect **Your** right to take legal action.

Claims Procedure

How to Make a Claim

Policy Section	Contact Details
Sections A to H and J	Claims helpline 0117 9299 255 CPAfnol@questgates.co.uk
Section K – Commercial Legal Protection (please refer to the section wording for additional notes and conditions)	Legal Expenses Helpline 0344 770 1040

Basis of Settlement

Some Sections of the policy contain the Basis of Settlement that will apply to that particular Section. These will tell **You** how **We** settle any claim.

Consent

No admission, offer, promise, payment or indemnity shall be made or given by **You** or anyone on **Your** behalf without **Our** written consent. **You** shall give such assistance in dealing with claims and the conduct of any legal proceedings arising from the claim as **We** or **Our** chosen legal advisers and consultants may reasonably require.

Defence of claims

We may, at **Our** discretion:

- (a) take full responsibility for conducting, defending or settling any claim in **Your** name,
- (b) take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance,
- (c) appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed either before or after any payments are made.

Our Rights after a claim

Upon the happening or discovery of any occurrence **We** may enter and take possession of or require **You** to deliver to **Us** the **Property Insured** which **We** will deal with in a manner without incurring liability or reducing **Our** rights. **You** shall not be entitled to abandon any property to **Us** **We** will not pay for **Damage** if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us**.

Fraudulent claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect this insurance will become invalid. This means **We** will not pay the false or fraudulent claim, or any subsequent claim.

Other Insurance

Sometimes what is covered under one insurance policy may also be covered under another insurance policy. For example, the cover or maybe some of the cover that is insured under this policy could also be insured under another policy that **You** have.

For claims made under Section J – Employers Liability and Section I – Public and Products Liability **We** will only pay the excess beyond the amount payable under **Your** other insurance policy.

For claims made under all other Sections insured of this policy **We** will either at **Our** option pay the full claim and claim half of this back from **Your** other insurance policy or pay **Our** rateable share of the claim.

Arbitration

If **We** accept liability but **You** disagree with the amount **We** offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect **Your** statutory rights.

Subrogation

We shall be entitled to pursue and, if necessary, instigate legal proceedings in **Your** name for **Our** benefit any claim for indemnity or **Damage** or otherwise against a third party and shall have full discretion in the conduct of any such action and **You** shall give to **Us** all such information and assistance as **We** may reasonably require.

Cancelling Your Policy

We hope that **You** are happy with the cover this policy provides. However, **You** have the right to cancel **Your** policy during a period of 14 days after either the purchase or renewal of the contract or 14 days after the day on which **You** receive **Your** policy documentation, whichever is the later. **We** will return the premium in full if cancellation occurs within the 14-day period. If **We** pay any claim, in whole or in part, during the 14-day period then no refund of premium will be allowed.

If **You** wish to cancel **Your** policy after cooling off period **You** will need to give notice in writing (including by e-mail). **We** will cancel **Your** policy from the date upon which notice is dispatched to us. **You** are entitled to a return of premium which will be based upon the length of time remaining for the **Period of Insurance** less a deduction of a minimum premium of £100 plus the administration costs in providing this insurance. The amount is shown in the **Schedule**.

If **We** pay any claim, in whole or in part, during the current **Period of Insurance** then no refund of premium will be allowed. If a claim is made after the policy has been cancelled for an incident which occurred before the cancellation date **We** will deduct any premium owed to Us from the settlement of the claim.

Our Right to Cancel Your Policy

We shall not be bound to accept any renewal of this policy. If this happens **We** will ensure that **You** are notified accordingly.

If **We** do not receive the premium and Insurance Premium Tax **We** may cancel this policy by sending **You** at least 7 days written notice of cancellation to **Your** Insurance Broker (subject to the provisions of the Consumer Credit Act where applicable).

We may cancel this policy at any other time by sending 14 days' notice of cancellation, giving details of the reason for cancellation, in writing to **Your** Insurance Broker.

In the event of such a cancellation **You** shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired **Period of Insurance**.

If **We** pay any claim, in whole or in part, during the current **Period of Insurance** then no refund of premium will be allowed. If a claim is made after the policy has been cancelled for an incident which occurred before the cancellation date, **We** will deduct any premium owed to **Us** from the settlement of the claim.

If **You** pay **Your** premium by instalments see also General Policy Condition 7 – Instalment Premiums.

Employer's Liability Tracing Office Notice

Certain information relating to **Your** policy, namely:

- (a) The policy number(s)
- (b) Employers' names and addresses (including subsidiaries and any relevant changes of relevant name)
- (c) **Periods of Insurance**
- (d) (if relevant) the employers' reference numbers provided by His Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, ("ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **You** that the above-named information provided to **Us** will be processed by the **Us** for the purpose of providing ELD in compliance with the provisions of the Employers' Liability Insurance Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of the course of their employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer that provided employers liability insurance.

Who We are

Your policy is administered by Bspoke Sports & Leisure and underwritten by **Accelerant Insurance UK Limited** (the **Insurer**). (Refer also to Sections K and O of this policy).

Bspoke Sports & Leisure is a trading name of Bspoke Commercial Limited. Bspoke Commercial Limited is registered in England and Wales Company Number. 09284678. Registered Office: Brookfield Court, Selby Rd, Leeds LS25 1NB. Bspoke Commercial is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 709456.

Accelerant Insurance UK Limited is registered in England and Wales with the company number of 03326800 and the registered office of One Fleet Place, London, EC4M 7WS. Its trading address is Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO4 5NE. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 207658).

Compensation Arrangements

All sections other than K – Commercial Legal Protection and O – Equipment Breakdown:

If **You** are registered in (or a resident of) the United Kingdom **You** may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance UK Limited is unable to meet its obligations to you under this insurance.

If **You** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

Sections K – Commercial Legal Protection and O – Equipment Breakdown:

AmTrust Specialty Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance **You** may be entitled to compensation up to 100% of the claim. For all other types of insurance **You** may be entitled to compensation up to 90% of the claim.

You can obtain more information about Compensation Scheme arrangements from the FSCS by:

Telephone: 0800 678 1100 or 020 7741 4100

Website: <http://www.fscs.org.uk>

General Policy Conditions

The following Policy Conditions should be read in conjunction with other Conditions which may apply to a specific Section of the policy.

1. Alteration in Risk or Interest

This policy shall be avoided with effect from the date the event occurs if after the commencement of this insurance:

- (a) **Your** interest ceases, except by will or operation of law
- (b) the **Business** does any of the following:
 - (i) makes a composition or arrangement with creditors
 - (ii) has a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986
 - (iii) has an application made under the Insolvency Act 1986 to the court for the appointment of an administrator
 - (iv) has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or has a provisional liquidator, receiver or receiver and manager duly appointed
 - (v) has an administrative receiver, as defined in the Insolvency Act 1986, appointed or having possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge unless agreed by **Us** in writing.
- (c) there has been any alteration to the **Property Insured** and/or the **Premises** and/or the **Business** after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury.

2. Designation

For the purpose of determining where necessary the item heading under which the property is insured **We** agree to accept the designation under which the property has been entered in Your books.

3. Discharge of Liability

We may at any time pay:

- (a) the Limit of Indemnity or
- (b) the Sum Insured or
- (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with **Our** consent.

4. Fraud

If a claim made by **You** or anyone acting on **Your** behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover from **You** any sums paid by **Us** to **You** in respect of the claim,
- (c) by notice to **You** cancel the policy with effect from the date of the fraudulent act without any return of premium.

If **We** cancel the policy under (c) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than **You** and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by **Us** in respect of the claim (from **You** or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to **You** and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If **We** cancel a person's cover under (c) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have under such cover occurring before the time of the fraudulent act.

5. Inflation Protection Clause

We will adjust the sums insured under Section A – Material Damage (including Theft) – and Section C – Specified All Risks – in line with suitable indices of costs. The renewal premium will be based on the adjusted sums insured.

6. Instalment Premiums

- (a) Where reference is made in this policy to the payment of premium this includes **You** having agreed to pay by instalments.
- (b) If **We** have agreed to accept payment of the first premium or any subsequent premium by instalment:
- (i) this policy remains a contract for the **Period of Insurance**.
 - (ii) if any instalment of premium is not received by **Us** on or before its due date all unpaid instalments of premium and any service fee shall immediately become payable. Should the full premium and service fee not be paid within 7 days of **Us** giving written notice of non-payment of an instalment, this policy shall be cancelled immediately on expiry of such notice.
- (c) Following such cancellations **We** shall return to **You** the balance of any instalment already paid after deduction of an appropriate charge for the Insurance cover to the date of cancellation except that if:
- (i) a claim has been made under the policy for which **We** have made a payment, or which is still under consideration
 - (ii) an incident has occurred which is likely to give rise to a claim but is yet to be reported to **Us**
- no refund of premiums shall be made and the annual premium remains due in full. In such cases monthly collection must continue or a one-off payment be agreed to settle the outstanding amount. Where a one-off payment is not made to settle the outstanding amount **You** must continue with the instalment payments. Alternatively, **We** may deduct any outstanding instalments from any claim payment that may be due to **You** or payable on **Your** behalf.

7. Non-Disclosure, Misrepresentation or Misdescription

(a) Before this policy was entered into

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before this policy was entered into, then:

- (i) where the breach was deliberate or reckless, **We** may avoid this policy and refuse all claims, and keep all premiums paid;
- (ii) where the breach was neither deliberate nor reckless, and but for the breach:
 - a. **We** would not have agreed to provide cover under this policy on any terms, **We** may avoid this policy and refuse all claims, but will return any premiums paid
 - b. **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or
 - c. **We** would have agreed to provide cover under this policy but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

(b) Before a variation was agreed

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this policy was agreed, then:

- (i) where the breach was deliberate or reckless, **We** may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (ii) where the breach was neither deliberate nor reckless, and but for the breach:
 - a. **We** would not have agreed to the variation on any terms, **We** may treat this policy as though the variation was never made, but will return any additional premiums paid
 - b. **We** would have agreed to the variation but on different terms (other than premium terms), **We** may require that the variation includes such different terms with effect from the date it was made, and/or
 - c. **We** would have agreed to the variation but would have increased the premium, or would have increased it by more than **We** did, or would not have reduced it or would have reduced it by less than **We** did, **Our** liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

8. Notice of Buildings becoming Unoccupied/Occupied

You must give **Us** notice as soon as reasonably practicable when any **Building** or part thereof becomes **Unoccupied** or when an **Unoccupied Building** or part thereof is again occupied. If **We** accept the risk a suitable additional premium must be paid if required. **We** have the right to change the terms and Conditions of the policy and **You** must action any risk improvement measures that **We** may require.

9. Several Liability Notice

The liability of an **insurer** / underwriter under this contract is several and not joint with other **insurers** party to this **contract**. An **insurer** is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

General Policy Exclusions

The following Policy Exclusions should be read in conjunction with other Exclusions which may apply to a specific Section of the policy.

1. Communicable Disease Exclusion

Notwithstanding any provision to the contrary within this Agreement, within any endorsement to this Agreement or within any extension to this Agreement, this Agreement and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Date Recognition

This policy does not cover **Damage** or **Consequential Loss** of whatsoever nature and/or liability for damages attaching to **You** or any associated costs relating thereto, directly or indirectly caused by, contributed to, consisting of or arising from the **Failure** of any:

- (a) computer, **Data** processing equipment or **Media**, microchip, integrated circuit or similar device
- (b) other equipment or system for processing, storing or retrieving **Data**
- (c) computer software, whether **Your** property or not, and whether occurring before, during or after the year 2000 to:
 - (i) recognise correctly any date as its true calendar date
 - (ii) capture, save, retain or correctly manipulate, interpret or process any **Data**, information, command or instruction as a result of treating any date otherwise than its true calendar date
 - (iii) capture, save, retain or correctly process any **Data** as a result of the operation of any programmed command which causes the **Loss of Data** or the inability to capture, save, retain or correctly to process such **Data** on or after any date.

Provided that such indemnity shall apply in respect of subsequent **Damage** which itself results from a Defined Peril to the extent insured and which is not otherwise excluded in any Section.

For the purpose of this Exclusion Defined Peril means fire, lightning, explosion, storm, flood, earthquake, or impact by any aircraft or aerial devices, vehicle or articles dropped from them or animals.

3. Electrical Equipment

This policy does not cover any **Damage** or any **Consequential Loss** to any electrical plant or appliance caused by its own:

- (a) over-running
- (b) short-circuiting
- (c) excessive pressure
- (d) self-heating.

This exclusion shall not apply where fire spreads to cause **Damage** to other plant or appliances or other **Property Insured**.

4. Electronic Risks

This policy does not cover any claim arising directly or indirectly from, or in connection with, or consisting of:

(a) **Loss of Data.**

other than arising directly or indirectly from, or in connection with, or consisting of **Loss of Data**, which claim is not otherwise excluded and which results from a **Malicious Event** involving physical force and violence or a **Specified Event** where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section

- (i) Material Damage (including Theft)
- (ii) Money
- (iii) Business Interruption
- (iv) Loss of Licence

- (v) Specified All Risks
- (b) any **Damage, Failure or Loss of Data** resulting directly or indirectly from, or in connection with **Virus or Similar Mechanism, Denial of Service Attack**, unauthorised access to or use of **Computer and Electronic Equipment**.

Other than any claim in respect of any subsequent **Damage** to property other than **Computer and Electronic Equipment** and **Data Storage Materials** which is not otherwise excluded and which results from a **Malicious Event** involving physical force and violence or a **Specified Event** where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent **Damage** to property is insured under that Section

- (i) Material Damage (including Theft)
- (ii) Money
- (iii) Business Interruption
- (iv) Loss of Licence
- (v) Specified All Risks

Exclusions (a) and (b) do not apply to the following Sections, when insured by the policy:

- (i) Section L – Terrorism
- (ii) Section J – Employers’ Liability
- (iii) Section I – Public and Products Liability.

5. Excluded Property

This policy does not cover any **Damage** or any **Consequential Loss** to any:

- (a) vehicles licenced for road use, including their contents or accessories, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- (b) property or structures in course of construction or erection and materials and supplies in connection with such property in course of construction or erection
- (c) bonds, bills of exchange, deeds, promissory notes, cheques, securities, **Money** or stamps
- (d) rare books
- (e) coins, furs, jewellery, bullion, precious stones
- (f) animals, growing crops or trees
- (g) piers, jetties, bridges, culverts or excavations
- (h) explosives

6. Northern Ireland

This policy does not cover **Damage** to any property in Northern Ireland resulting from, caused by, happening through or in consequence of:

- (a) civil commotion
- (b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**.

7. Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) Exclusion

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Bodily Injury And Property Damage Liability:

Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c) Perfluoropolyethers (PFPE);
 - d) Fluorotelomer-based substances; or
 - e) Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

Personal And Advertising Injury Liability:

Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a) "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c) Perfluoropolyethers (PFPE);
 - d) Fluorotelomer-based substances; or
 - e) Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

8. Radioactive Contamination

This policy does not cover any death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from:

- (a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (b) the use of any weapon or device
 - (i) dispersing radioactive material and/or ionising radiation or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
- (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of the **Business** for the purposes for which they were intended.

However,

- (a) in relation to the Employers' Liability Section, exception (2) (a) only applies when **You** under a contract or agreement have undertaken to
 - (i) indemnify another party
- or
- (ii) assume the liability of another party.
- (b) exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this policy
 - (i) Section L – Terrorism.

9. Sonic Bangs

This policy does not cover any **Damage** or any **Consequential Loss** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

10. Terrorism

This policy does not cover any **Damage** to any property or any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (a) Terrorism
- (b) any action taken in controlling, preventing, suppressing or in any way relating to above except as stated in the Special Provision – Terrorism below.

In any action, suit or other proceedings where **We** allege that any consequence whatsoever resulting directly or indirectly from or in connection with 8(a) and/or 8(b) above regardless of any other contributory cause or event is not covered under this policy (or is covered up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this policy shall be upon **You**.

Special Provision – Terrorism

Subject otherwise to the terms of this policy.

Neither of the exclusions in 8(a) and 8(b) above shall apply to Section J – Employer's Liability (if stated as operative in the **Schedule**) but the **Limit of Indemnity** for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including **Costs and Expenses**.

11. War and Similar Risks

The policy does not cover any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event;

- (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- (ii) mutiny or military uprising, martial law
- (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However, exceptions (a) (b) and (c) do not apply to the following Sections, when insured by this policy

- (i) Section L – Terrorism
- (ii) Section J – Employers' Liability.

12. 10. PFAS (PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES)

Definition

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) in any form, including but not limited to:

- (a) any organic molecule, salt, free radical or ion, the composition of which includes at least one:
 - i. perfluorinated methyl group (-CF₃); or
 - ii. perfluorinated methylene group (-CF₂-); or
- (b) any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or
- (c) any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS); or
- (d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

Exclusion

There is no cover under this policy for:

- (a) any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS; and any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, included but not limited to:
 - i. Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials; or
- (b) Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials; or
- (c) Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS-containing products or materials; or
- (d) Failure to report any PFAS-containing products or materials to authorities;
or
- (e) Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in a) through d) above.

If We allege that this exclusion applies to any claim under this Policy the burden of proving

11. Virus, Disease and Pandemic

(not applicable to Employers' Liability Section)

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- (a) Coronaviruses;
- (b) Coronavirus disease (COVID-19);
- (c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- (d) any mutation of or variation of a), b) or c) above;
- (e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation;
- (f) any fear or anticipation of a), b), c), d) or e) above;
- (g) Government Regulation, advice or restriction(s) as a result of the aforesaid matters regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Policy Definitions

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate Section or sub-section. To help **You** identify these words in the policy **We** have printed them in **Bold Italics** throughout.

Additional Insureds

Any individuals or entities shown in the schedule or listed in any endorsements.

All Other Contents

This term includes:

- (a) documents, manuscripts and business books
- (b) computer systems records.

The most **We** will pay in respect of computer systems records is £10,000 any one loss

- (c) patterns, models, moulds, plans and designs but only for:
 - (i) the value of the materials
 - (ii) the cost of labour and computer time spent in reproducing them
- (d) property within **Outbuildings**
- (e) machinery, plant and maintenance equipment. This includes mobile grounds keeping equipment where insurance or security is not required under the provisions of any road traffic legislation;
- (f) property in open yards
- (g) directors', partners', **Employees'** and visitors' pedal cycles and other **Personal Effects** but only if they are not otherwise insured. The most **We** will pay in respect of any one director, partner, **Employee** and visitor is £5,000.
- (h) cups and Trophies
- (i) Fine Art; Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability which are specifically mentioned in the schedule and independent valuation is recorded.

We will not pay for:

- (a) expenses in connection with producing information to be recorded
- (b) the value to **You** of any information lost
- (c) wines, spirits, cigarettes and tobacco held for **Your** own private
- (d) **Money**.

Amount Insured

The most **we** will pay as shown in the schedule. Unless **we** say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided **you** carry out **our** recommendations to prevent further loss or damage.

Annual Gross Fees

The **Gross Fees** during the twelve months immediately before the date of the **Damage**.

The **Annual Gross Fees** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

Annual Gross Revenue

The **Gross Revenue** during the twelve months immediately before the date of the **Damage**.

The **Annual Gross Revenue** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

Annual Turnover

The **Turnover** during the twelve months immediately before the date of the **Damage**.

The **Annual Turnover** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

Asbestos

Asbestos, asbestos fibres and any derivative of asbestos.

Average

Some items insured are subject to **Average**, this means that if at the time of the **Damage** the sum insured is less than the reinstatement value of the **Property Insured** the amount **We** will pay will be reduced in proportion to the amount of underinsurance.

Bodily injury

Bodily injury including death, illness, disease or nervous shock

Book Debts

The total last recorded by **You** under the provisions of the Debit Recording Condition under Section E – Book Debts – adjusted for:

- (a) bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage** to **Customer Accounts** in the period between the date to which the last statement relates and the date of the **Damage**
- (c) any abnormal condition of trade which had or could have had a material effect on the **Business**.

The adjusted figures will represent, as near as possible, the figures which would have been obtained at the date of the **Damage** had the **Damage** not occurred.

Buildings

The Buildings of the **Premises** shown in the **Schedule** comprising:

- (a) the **Business** and residential accommodation and any **Outbuildings**, changing rooms, club houses, pavilions
- (b) the shop front and, if fixed to the Buildings, any external fittings or blinds
- (c) walls, gates and fences around the Buildings and belonging to them
- (d) yards, car parks, private roads, paths and pavements
- (e) landlord's fixtures and fittings, fixed fuel tanks
- (f) annexes, conveniences and external hoists, gangways and staircases
- (g) communicating extensions
- (h) greens, courts, pitches, playing surfaces including artificial surfaces, stands, scoreboards and fixed floodlights
- (i) wires, cables, ducting, and associated control equipment at the premises and up to the public mains
all belonging to **You** or for which **You** are legally responsible and used in connection with the **Business**.

Business

The business described in the **Schedule** or as extended in respect of Sections J and K.

Business Premises

The space **you** occupy or use for the purposes of **your activities** at the premises shown in the schedule including any outbuildings **you** occupy or use on the same premises.

Business Hours

The period during which the **Premises** are occupied for **Business** purposes and during which **You** or **Your Employees** are in the **Premises**.

Cancellation/Cancelled

The inability to proceed with an Insured event prior to commencement.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware and any electronic equipment, **Data** processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing **Data** and/or similar devices, whether physically or remotely connected thereto.

Consequential Loss

Includes but is not limited to indirect and/or consequential, exemplary, incidental, punitive and special damages, wasted management time, loss of anticipated savings, business, data, goodwill, opportunity, profits and revenue; consequential and

indirect loss including in each case pure economic loss.

Contents

The Contents of the **Buildings** (other than residential accommodation) used in connection with the **Business**, belonging to **You** or for which **You** are legally responsible, including:

- (a) trade fixtures and fittings and **All Other Contents**
- (b) tenants improvements, external signs, aerials and satellite dishes;
- (c) any telephone installation, gas or electricity meter
- (d) National Lottery equipment for which **You** are responsible.

We will not pay for:

- (a) **Stock** and **Target Stock**
- (b) **Money**
- (c) glass in the shop front
- (d) **Personal Effects** comprising jewellery and furs
- (e) landlords' fixtures and fittings
- (f) property more specifically insured.

Customer Accounts

Your accounts for all customers who trade with **You** on a credit or hire purchase basis.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a **Virus or Similar Mechanism** or a **Denial of Service Attack**, unauthorised access to or use of **Computer and Electronic Equipment**.

Damage

Physical loss or destruction of, or damage to, the **Property Insured**.

Data

All information which is:

- (a) electronically stored
- (b) electronically represented
- (c) contained on any current and back-up disks, tapes or other materials or devices used for the storage of Data including but not limited to operating systems, records, programmes, software or firmware, code or series of instructions

Data Storage Materials

Any materials or devices used for the storage or representation of **Data** including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute **Computer and Electronic Equipment**.

Denial of Service Attack

Any actions or instructions with the ability to **Damage**, interfere with, or otherwise affect the availability of **Computer and Electronic Equipment**, **Data**, networks, network services, network connectivity or information systems.

This includes but is not limited to the generation of excess traffic into network addresses, the exploitation of systems or network weaknesses, and the generation of excess or non-genuine traffic between or amongst networks.

Employee

Any of the following people working for **You** in connection with **Your Business**:

- (a) any person under a contract of service or apprenticeship with **You**
- (b) any labour master or labour only sub-contractor or person supplied or employed by them
- (c) any self-employed person
- (d) any person hired to or borrowed by **You**
- (e) any person engaged under a work experience, youth training or similar scheme
- (f) any volunteer worker.
- (g) trustee or committee member of **yours** while acting on **your** behalf.

Estimated Gross Profit

Your estimate of **Gross Profit** for the financial year most closely corresponding to the **Period of Insurance** (proportionately increased if the **Maximum Indemnity Period** exceeds 12 months).

Estimated Gross Revenue

Your estimate of **Gross Revenue** for the financial year most closely corresponding to the **Period of Insurance** (proportionately increased if the **Maximum Indemnity Period** exceeds 12 months).

Excess(es)

The first amount(s) of each and every claim, as shown in **Your** policy or the **Schedule**, for which **You** are responsible after all other terms and Conditions have been applied.

Expenses

Costs and charges which have been incurred by you in preparing and running the Insured event.

Failure

Any partial or complete reduction in the:

- (a) performance
- (b) availability
- (c) functionality
- (d) ability to recognise or process any date or time of any:
 - (i) Computer and Electronic Equipment
 - (ii) electronic means of communication
 - (iii) web site.

Gross Fees

The **Money** paid or payable to **You** in the course of the **Business** at the **Premises**.

Gross Profit

- (a) The combined value of the Turnover, closing Stock and work in progress
Less
 - (b) the combined value of opening **Stock** and work in progress and **Specified Working Expenses**.
- The values of opening and closing **Stocks** and work in progress will:
- (a) be calculated using **Your** usual accounting methods
 - (b) make due provision for depreciation.

Gross Revenue

The **Money** paid or payable to **You** for work done and for services rendered in the course of the **Business** at the **Premises**.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves **Data**, whether **Your** property or not.

Indemnity Period

The period during which the **Business** results are affected due to the **Damage**, starting from the date of the **Damage** and lasting no longer than the **Maximum Indemnity Period**.

Indemnity Period for Rent Payable

The period during which the **Buildings** or any part thereof are unfit for occupation in consequence of **Damage**.

Injury or illness

Any accidental bodily injury or illness suffered by a **member** while playing golf at **your business premises** during the **period of insurance** which prevents the **member** from playing golf for more than fifty consecutive days.

Insured Person

You or **Your** directors, principals or **Employees**

Insurer

Accelerant Insurance UK Limited (This definition does not apply to Sections K and O).

Intruder Alarm System

The component parts detailed in the alarm specification including the means of communication used to transmit signals.

Keyholder

You or any **Responsible Person** or keyholding company authorised by **You** to:

- (a) accept notification of faults or alarm signals relating to the **Intruder Alarm System**
- (b) attend and allow access to the **Premises** at least one of whom must be available at all times.

Licence

The Licence which authorises the **Premises** to be used for one or more licensable activities in connection with the **Business**.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of, or **Damage** to, **Data**, of whatsoever nature, in whole or in part, including, but not limited to, **Loss of Data** resulting from **Damage** to **Computers and Electronic Equipment** or **Data Storage Materials**, including while stored on **Data Storage Materials**.

Loss of Licence

- (a) forfeiture due to licensing regulations
- (b) refusal to renew by the licensing authority due to causes beyond **Your** control.

Loss of Limbs or Eyes

Physical Injury, which solely and directly results in:

- (a) loss by physical severance of the hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm or an entire foot or leg
- (b) total and irrecoverable loss of all sight in one or both eyes.

Malicious Event

- (a) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (b) malicious persons, other than thieves and **Cyber Vandals**.

Maximum Indemnity Period

The number of months stated in the **Schedule**.

Maximum Limit

- (a) The result of dividing the Sum Insured for Increase in Cost of Working by the number of separate **Buildings** at all of the **Premises**.
- (b) If a special limit stated in the **Schedule** applies to one or more **Building**, the Maximum Limit for the **Building** will be calculated by applying the 'Percentage Limit' shown against each **Building** to the Sum Insured for Increased Cost of Working. The remainder of the Sum Insured will be divided equally between the other **Buildings** to produce the Maximum Limit for each. If the limit is shown as an amount, this amount will be the Maximum Limit for the **Building** concerned.

Media

All forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic **Data** processing equipment.

Member

Your:

- (a) current registered members;
- (b) past members whilst acting on your behalf under your supervision;
- (c) prospective members whilst participating in your activities under your supervision.

Money

Cash, bank currency notes, cheques, giro cheques, travellers cheques, postal or money orders, banker's' drafts, current postage and revenue stamps, unused units in postage stamp franking machines, national insurance stamps, stamped or franked national insurance cards, national savings stamps, national savings certificates, premium bonds, holiday-with-pay stamps, bills of exchange, credit and debit card sales vouchers, luncheon vouchers, consumer redemption vouchers, trading stamps, gift tokens, lottery and other prize scratch cards and VAT purchase invoices all pertaining to the **Business** and belonging to **You** or which is **Your** responsibility.

Non-Negotiable Money

Crossed cheques, crossed **Money** orders, crossed postal orders, crossed bankers' drafts, stamped national insurance cards, national savings certificates, unexpired units in franking machines, credit card sales vouchers and VAT purchase invoices.

Outbuildings

Any building at the Premises which does not incorporate permanent foundations below ground level.

Period of Insurance

From the effective date until the expiry date shown in the **Schedule**.

Permanent Total Disablement

Physical Injury not resulting in death or **Loss of Limbs or Eyes**, which solely and directly results in permanent and absolute inability of the **Insured Person** to attend to any part whatsoever of their occupation or any other occupation for which they are fitted by knowledge or training.

Personal Effects

Those articles which are normally worn or carried by the user when in use.

Physical Injury

Injury (including multiple injuries sustained in one incident) caused solely and directly by violent, external and visible means (excluding sickness, disease or mental illness or shock) as a result of malicious attack by anyone stealing or attempting to steal the

Property Insured or **Money**.

Pollution and/or Contamination

- (a) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (b) all loss, **Damage** to **Property** and **Bodily Injury** directly or indirectly caused by such pollution or contamination.

Premises

The **Buildings** and land inside the boundaries at the risk address shown in the **Schedule**.

Products Supplied

Anything which is:

- (a) manufactured, sold, supplied, processed or treated
- (b) repaired, serviced or tested
- (c) installed, constructed, erected or transported

by **You** or on **Your** behalf and which is no longer owned by **You** or in **Your** custody or control or that of any **Employee**.

Property Insured

Property Insured as detailed in the **Schedule**.

Rate of Gross Profit

Gross Profit earned on and expressed as a percentage of **Turnover** during the financial year immediately before the date of the **Damage**.

The **Rate of Gross Profit** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

Remainder Limit

The **Maximum Limit** less any sum paid or payable for loss during the first three months of the **Indemnity Period**.

Remainder Period

The **Maximum Indemnity Period** less three months.

Rent Receivable

The **Money** paid or payable to **You** by the tenants for rental of the **Premises**.

Responsible Person

You or any person authorised by **You** to be responsible for the security of the **Premises** or property.

Schedule

The document attaching to this policy that contains details of the **Insured**; the **Premises**; the Sections of cover, any **Excess(es)** and Endorsements that are operative.

Seasonal Business Usage

Not in active use due to seasonal closure directly linked to the **building**'s normal recreational or sporting activity.

Specified Disease

Any of the following diseases contracted by any person

- (a) Acute encephalitis, Acute poliomyelitis, Anthrax, Botulism, Brucellosis, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Plague, Rabies, Relapsing fevers, Rubella, Scarlet fever, Smallpox, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough, Yellow fever
- (b) Viral haemorrhagic fever caused by the following virus's Lassa virus, Junin virus, Machupo virus, Sabia virus, Guanarito virus, Ebola virus, Marburg virus, Crimean–Congo haemorrhagic fever virus, Hanta virus, Rift Valley fever virus, Yellow fever virus, Dengue virus.

Specified Event

The following insured events:

Fire, lightning, explosion, earthquake and/or subterranean fire, theft, storm, flood, escape of water from any fixed tank, apparatus or pipe, and, impact by aircraft or other aerial devices, any vehicle or articles falling from them, or by animals.

Specified Working Expenses

- (a) purchases of materials for production or re-sale (less any discounts received)
- (b) bad debts
- (c) discounts allowed
- (d) any additional **Specified Working Expenses** stated in the Schedule.

The words and expressions used in this Definition will have the meaning usually attached to them in **Your** books and accounts.

Sports Equipment

The equipment used in connection with your activities which belongs to you or for which you are legally responsible.

The following are not included within this definition:

- (a) any mechanically propelled watercraft;
- (b) any mechanically propelled vehicle;
- (c) any aircraft or other aerial device;
- (d) hovercraft;
- (e) any unlicensed or unregistered firearms.

Standard Gross Fees

The **Gross Fees** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

The **Standard Gross Fees** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

Standard Gross Revenue

The **Gross Revenue** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

The **Standard Gross Revenue** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

Standard Turnover

The **Turnover** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

The **Standard Turnover** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

Stock

Stock in trade belonging to **You** or held in trust or on commission by **You** for which **You** are responsible, excluding **Target Stock**.

Target Stock

Stock in trade belonging to **You** or held in trust or on commission by **You** for which **You** are responsible comprising :

- (a) cigars, cigarettes and tobacco
- (b) e-cigarettes and accessories
- (c) wines and spirits
- (d) radio, television, audio or video equipment, tapes, cassettes and discs
- (e) computers, computer equipment and games
- (f) portable electronic devices
- (g) non-ferrous metals
- (h) photographic equipment and binoculars.

Temporary Total Disablement

Physical Injury which solely and directly results in total and absolute inability of the **Insured Person** to attend any part whatsoever of their occupation.

Territorial Limits

- (a) the United Kingdom, the Isle of Man and the Channel Islands
- (b) a country which is a member of the European Union but only in respect of temporary **Business** carried out by **You** and any **Employee** normally resident in the territories set out in (a) above,
- (c) elsewhere in the world in respect of temporary **Business** journeys by any person normally resident in the territories set out in (a) above which do not involve manual labour or the supervision of manual labour.

Terrorism

Any act or acts, including but not limited to

- (a) the use of force or violence and/or the threat thereof and /or
- (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and /or radiological means caused or occasioned by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence or overthrow any government and/or to put the public, or any section of the public, in fear.

Turnover

The **Money** paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**.

Unattended Vehicle

Any vehicle left without a **Responsible Person** either within the vehicle or sufficiently close to keep the vehicle under constant observation and able to prevent any attempt by any other person to interfere with the Vehicle.

Unlawful Association

Any organisation which is engaged in **Terrorism** including any organisation which, at any relevant time, is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

Unoccupied

Any **Building** or part thereof that is unoccupied or not in active use by You or any legal tenant of Yours for a period of more than 45 consecutive days.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan Horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

We/Us/Our

Bspoke Sports & Leisure acting acting on behalf of the **Insurer**. (This definition does not apply to Sections K and O).

You/Your/Yourselves

The person, persons, company, companies, partnership, partnerships or unincorporated association named in the **Schedule** as the Insured.

Your Activities

Your activities declared to **us** and accepted by **us**, shown in the schedule.

Section A – Material Damage (including Theft)

The Cover

We will compensate **You** in respect of **Damage** to the **Property Insured** at the **Premises** caused by the insured events in paragraphs 1 – 17, and, if specified in the **Schedule**, paragraph 18

	What is covered	What is not covered
1.	Fire	Damage: (a) caused by explosion resulting from fire unless explosion as defined by the event in paragraph 4. is insured (b) caused by earthquake or subterranean fire (c) unless earthquake or subterranean fire as defined by the event in paragraph 5. is insured (d) caused by spontaneous fermentation or heating (e) to the Property Insured caused by its undergoing any process involving the application of heat.
2.	Lightning	
3.	Aircraft or other aerial devices or articles falling from them	Damage arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4.	Explosion	Damage caused by the bursting of: (a) a boiler (b) other equipment where the internal pressure is due to steam only and such apparatus belongs to You or is under Your control, unless the boiler is used only for domestic purposes Damage in respect of any equipment which belongs to You or is under Your control, which requires examination under Statutory Regulations unless such equipment is the subject of a contract providing such examination.
5.	Earthquake or subterranean fire	
6a.	Theft or attempted theft	Damage caused by theft or attempted theft not involving entry to or exit from the Buildings by forcible and violent means.
6b.	Robbery or attempted robbery committed in the Premises	Loss or Damage from yards, gardens, open spaces or Outbuildings unless their contents are specifically mentioned as insured by this Section in the Schedule . Damage to any coin and similarly operated gaming or amusement machines Damage whilst the Premises are Unoccupied .
7.	Riot, civil commotion, strikers, locked out workers,	Damage caused through confiscation, destruction or requisition

	people taking part in labour disturbances or malicious people	by order of the Government or any statutory authority. Damage resulting from stoppage of work. Damage whilst the Premises are Unoccupied .
8.	Storm or Flood	Damage: (a) caused by frost, subsidence, ground heave or landslip (b) to Stock or Target Stock in the basement or cellar (c) unless placed on racks, shelves or stillages at least 15cm above floor level (d) due to a change in the water table level (e) to fences, gates and moveable property in the open. Damage whilst the Premises are Unoccupied .
9.	Escape of water from fixed water apparatus	Damage to Stock or Target Stock in the basement or cellar unless placed on racks, shelves or stillages at least 15cm above floor level. Damage to the actual tank, apparatus or pipes from which the water escaped unless caused by freezing. Damage caused by water discharged or leaking from any automatic sprinkler installation. Damage whilst the Premises are Unoccupied
10.	Impact by any vehicle or by any animal	
11.	Falling radio or television aerials and dishes, fittings or masts	Damage arising from the erection, dismantling, repair or maintenance of such apparatus. Damage to fences, gates and moveable property in the open.

	What is covered	What is not covered
12.	Falling trees or branches	Damage caused: (a) by felling lopping or pruning of trees (b) to fences, gates and moveable property in the open.
13.	Leakage of fuel oil from any fixed oil-fired heating installation	Damage whilst the Premises are Unoccupied .
14.	Leakage of beer from fixed tanks, pipes or apparatus	Damage whilst the Premises are Unoccupied
15.	Accidental breakage of fixed: (a) glass in windows, doors, showcases, counters and shelves (b) blinds and canopies (c) sanitaryware for which You are responsible at the Premises. We will also pay for: (a) the reasonable cost of boarding up until the broken glass is replaced (b) Damage to frames and framework (c) Damage to Property within display windows (d) lettering, ornamentation and alarm foil up to an amount not exceeding £1,000.	Breakage of cracked or scratched glass, or glass that was in any way defective at the time cover was effected. Damage resulting from repairs or alterations to the Premises . Damage whilst the Premises are Unoccupied .
16.	Accidental Escape of Water from any Automatic Sprinkler Installation in the Premises	Damage whilst the Premises are Unoccupied
17.	Damage from any cause which is not excluded by the terms, Conditions and limitations of the policy.	(a) Damage caused by: (b) the events in paragraphs 1 to 16 or 18 or any of their detailed exclusions shown as What is not covered (c) wear, tear, gradual deterioration, depreciation or inherent or latent defect but not subsequent Damage from a cause not otherwise excluded (d) extremes or changes in temperature or humidity, wet or dry rot, rust or corrosion, vermin, insect infestation, toxic mould, shrinkage, evaporation, loss of weight, dryness,

		<p>marring, scratching, damp or mildew, seepage below ground level, cracking, bruising, exposure to light or change in colour, texture, flavour or finish</p> <p>(e) collapse, cracking, settling, shrinkage or expansion of foundations walls, floors, ceilings or roofs</p> <p>(f) subsidence, ground heave or landslip</p> <p>(g) any process of testing or repairing, cleaning, dyeing, packing, production, restoration, renovation, treatment, commissioning, alteration, servicing or maintenance</p> <p>(h) mechanical or electrical breakdown, derangement of machinery or equipment, overloading or faulty or defective materials, design or workmanship (other than Damage to Property Insured not forming part of the same machine or equipment), operational error or omission on Your part or the part of any of Your Employees, electrical or magnetic disturbance or erasure of electronic recordings</p> <p>(i) leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith</p> <p>(j) disappearance, unexplained or inventory shortage or misplacing or misfiling of information</p> <p>(k) acts of fraud, dishonesty or deception, including collusion, by You or any of Your directors, partners or Employees, or any person to whom Property Insured has been entrusted</p> <p>(l) delay, loss of market, loss of use or Consequential Loss of any kind</p> <p>(m) or consisting of distortion, erasure or corruption of computer records or Media</p> <p>(n) Pollution or Contamination:</p> <p>(o) However, unless otherwise excluded, We will compensate You in respect of Damage to the Property Insured, not otherwise excluded, caused by:</p> <p>(i) Pollution and/or Contamination which results from any of the events in paragraphs 1 – 18 under this Section</p> <p>(ii) any of the events in paragraphs 1 – 18 under this Section which result from Pollution or Contamination</p> <p>(p) or attributable solely to changes in the water table level.</p> <p>(q) Damage to playing surfaces</p> <p>(i) damage to newly seeded or constructed pitches, greens, courts or and playing surfaces until they are suitable for play and in use</p> <p>(ii) damage caused by or attributable to contractors or sub-contractors</p> <p>(r) Damage whilst the Premises are Unoccupied.</p>
18.	<p>Subsidence, ground heave or landslip</p> <p>Provided that You give Us immediate notice and in any event no later than 10.00am on Our next working day, in the event of construction demolition or excavation operations being commenced at the Premises or on any adjoining site. In such event We will have the right to vary or cancel the cover provided by this policy for Damage caused by subsidence, ground heave or landslip</p>	<p>Damage:</p> <p>(a) caused by the settlement or movement of made up ground or by coastal or riverbank erosion</p> <p>(b) occurring whilst the Buildings or any part of the Buildings are in course of erection, demolition, structural alteration or structural repair</p> <p>(c) caused by collapse, cracking, settlement or shrinking of Buildings</p> <p>(d) caused by defective design or inadequate construction of foundations or in respect of defective workmanship or use of</p>

		<p>faulty materials</p> <p>(e) to land, roads, pavements, piers, jetties, bridges, culverts and excavations.</p> <p>Damage to:</p> <p>(a) Outbuildings, forecourts, yards, car parks, driveways, footpaths, swimming pools, terraces or patios</p> <p>(b) Walls, gates, hedges or fences</p> <p>(c) Pitches, greens and playing surfaces</p> <p>Unless Damage also occurs to the Buildings.</p> <p>Damage whilst the Premises are Unoccupied.</p>
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Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Average

The Sum Insured under each Item shown in the **Schedule** is separately subject to **Average**.

2. Basis of Claim Settlement – Indemnity

In the event of **Damage** to the **Property Insured** comprising **Stock, Target Stock, Employees’** pedal cycles or **Personal Effects**, the basis upon which **We** will calculate the amount **We** will pay in respect of any claim will be the cost of replacement or repair of the property lost, destroyed or **Damaged**, to a condition as good as, but not better or more extensive than, its condition immediately prior to the **Damage**, or at **Our** option, the reduction in value of the **Property Insured**.

3. Basis of Claim Settlement – Reinstatement

In the event of **Damage** to the **Property Insured** other than **Stock, Target Stock, Employees’** pedal cycles or **Personal Effects**, the basis upon which **We** will calculate the amount **We** will pay in respect of any claim will be the reinstatement of the property lost, destroyed or **Damaged**, subject to the following Conditions:

- (a) Where the **Property Insured** is:
 - (i) lost or destroyed, **We** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
 - (ii) **Damaged**, **We** will pay for the replacement or repair of the **Damaged** portion to a condition as good as, but not better or more extensive than, its condition when new.
However, **We** will not pay more than **We** would have done if the property has been completely destroyed.
- (b) The work of reinstatement:
 - (i) may be carried out on another site and in a manner suitable to **Your** needs. However, **Our** liability must not be increased.
 - (ii) must begin and be carried out as quickly as possible.
- (c) The following condition of **Average** will apply:
If the **Sum Insured** at the time the **Damage** occurred is less than 85% of the amount necessary to replace the whole of the **Property Insured**, at the time of rebuilding or replacement, **You** will be liable to bear a proportionate share of the loss.
- (d) **We** will not compensate **You** if **You**:
 - (i) do not incur the cost of replacing, reinstating or repairing the **Property Insured**
 - (ii) or someone acting on **Your** behalf, have insured the property under another policy which does not have a similar basis of reinstatement
 - (iii) do not comply with any of the terms of this Condition.

4. Basis of Claim Settlement – Reinstatement (Day One Basis)

Only applicable if stated in the **Schedule**

In the event of **Damage** to any item in the **Schedule** to which this Condition applies (other than in respect of **Employees’** pedal cycles or **Personal Effects**), the basis upon which **We** will calculate the amount **We** will pay in respect of any claim will be the reinstatement of the property lost, destroyed or **Damaged**, subject to the following Conditions:

- (a) Where the **Property Insured** is:
 - (i) lost or destroyed, **We** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
 - (ii) **Damaged**, **We** will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, **We** will not pay more than **We** would have done if the property has been completely destroyed.

- (b) The work of reinstatement:
 - (i) may be carried out on another site and in a manner suitable to **Your** needs.
However, **Our** liability must not be increased
 - (ii) must begin and be carried out as quickly as possible.
- (c) The first and annual premiums are based upon the Declared Value as stated in the **Schedule**.

Declared Value shall mean **Your** assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with paragraph (a) at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for:

- (a) the additional cost of reinstatement to comply with:
 - (i) Act of Parliament
 - (ii) Byelaws of any public authority

- (b) professional fees
- (c) debris removal costs.

The Declared Value incorporated in each Item is stated in the **Schedule**.

- (a) **You** must notify **Us** of the Declared Value at the start of each **Period of Insurance**.

If **You** fail to notify **Us** of the Declared Value at the start of any **Period of Insurance**, **We** will use the last Declared Value notified to **Us** for the following **Period of Insurance**.

- (a) The following condition of **Average** will apply:

If the Declared Value at the time the **Damage** occurred is less than the amount necessary to replace the whole of the **Property Insured** at the start of the **Period of Insurance**, **You** will be liable to bear a proportionate share of the loss.

- (a) **We** will not compensate **You** if **You**:
 - (i) do not incur the cost of replacing, reinstating or repairing the **Property Insured**
 - (ii) or someone acting on **Your** behalf, have insured the property under another policy which does not have a similar basis of reinstatement.
 - (iii) do not comply with any of the terms of this Condition.
- (b) The maximum **We** will pay in respect of each separate item subject to this Condition is its Sum Insured. The Sum Insured applicable to each item to which this Condition applies is calculated by applying a 15% uplift to the Declared Value as stated in the Schedule (unless a different uplift is specified in the Schedule).

5. Excess

The **Excess(es)** applicable under this Section is shown in the **Schedule**.

6. Excess: Theft from Outbuildings

For loss or **damage** caused by theft or attempted theft from any outbuilding, the **excess** shown in the schedule is amended to £500.

7. Fire Alarms

In respect of **Damage** caused by Fire, where the **Premises** are protected by a fire alarm system,

You

- (a) carry out the testing and checking requirements in relation to the automatic fire alarm installation(s) and remedy promptly any defect disclosed.
- (b) carry out the maintenance procedures in relation to the automatic fire alarm installation(s) specified by the manufacturers of the equipment.
- (c) notify **Us** 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 alarm faults tests maintenance and disconnections and keep such details available for examination by **Our** representatives.

8. Fire Break Doors and Shutters

In respect of **Damage** caused by fire, all fire break doors and shutters will be kept closed outside **Business Hours** and will be in efficient working order.

9. Fire Extinguishing Appliances

In respect of **Damage** caused by fire, **You** maintain all fire extinguishing appliances on the **Premises**, so far as **Your** responsibility extends, in full working order in accordance with the manufacturer's instructions.

10. Fire Extinguishment – Automatic Sprinkler Installations

In relation to any sprinkler installation(s):

- (a) **You** must carry out
 - (i) the following tests, checks or inspections at weekly intervals and promptly rectify any defects, faults or shortcomings revealed by such tests, checks and inspections:
 - a. a test of each installation alarm gong, recording the time taken for the alarm to sound
 - b. an inspection to ensure that all:
 - i. installation main stop valves
 - ii. incoming water supply stop valves
 - iii. subsidiary stop valvesare fully opened and secured by means of a suitable strap and padlock.
 - (ii) a test to establish the condition of:
 - a. the circuit between the alarm switch and the control unit

- b. the connection with the:
 - i. public fire station or
 - ii. alarm receiving centre or
 - iii. public fire brigade control

Where the circuit is not continuously monitored these tests must be carried out each working day.

- c. the batteries.

A maintenance contract and a half yearly inspection of this signalling system must be kept in force with approved engineers.

- (iii) a check of any alternate or dry installation valves for correct air pressure and settings including:
 - a. accelerators
 - b. exhausters
 - c. air compressors
 - d. ancillary valves.
- (iv) a test of the automatic, and where provision has been made, the manual starting of the sprinkler water supply pump(s) ensuring that any diesel driven pump(s) is allowed to run for a period of not less than 30 minutes.
- (v) a check of the electrically driven pump(s) to ensure that all:
 - a. isolators are correctly set.
 - b. circuit breakers are correctly set.
 - c. electrical supply phase indicators are illuminated.
- (vi) a check of all the diesel driven pumps'
 - a. engine oil level
 - b. fuel tank content
 - c. internal coolant circuits
 - d. battery electrolyte level
 - e. battery charger
 - f. oil hoses
 - g. water hoses
 - h. oil coolers
 - i. exhaust systems
 - j. turbo chargers
 - k. drive belt tensions.

Where replenishment or rectification is required, this shall be carried out immediately on conclusion of the tests

- (vii) a. a check of the:
 - i. air pressure tank water level
 - ii. air pressure
- b. a test of the air and water charging equipment.
- (viii) a check:
 - a. of the water storage tank(s) water level
 - b. of the automatic refilling mechanism
 - c. that incoming supply valves are correctly set.
 - d. that incoming supply valves are functional and that any frost precautions are in operation.
- (b) **You** must:
 - (i) give **Us** advance notice, in writing, if any part of the system is to be altered, repaired or rendered inoperative.
 - (ii) tell **Us** immediately by telephone, facsimile or email in the event of any emergency and take precautions as advised by **Us**.
 - (iii) allow **Us** to have access to the **Premises** at all times to inspect or witness the testing of the system.
- (c) In respect of Fire or Accidental Escape of Water from Automatic Sprinkler Installations that **You** fulfil all of **Your** obligations under this Condition. If in relation to any claim **You** have failed to fulfil any of these obligations, **You** will lose **Your** right to indemnity or payment for that claim.

11. Limit of Liability

The most **We** will pay under this Section in any one **Period of Insurance** is the Sum Insured by each item specified in the **Schedule** or any other stated limit of liability.

12. Minimum Physical Security Requirements

Damage caused by theft or attempted theft involving entry to or exit from the **Premises** by forcible and violent means that devices for the security of the **Premises** are installed in accordance with the following Specification and that such devices are put into full and effective operation whenever the **Premises** are closed for **Business** or left unattended.

Specification:

- (a) The final exit door of the **Premises** be fitted with either:

- (i) for timber or steel framed doors: a mortice deadlock which has 5 or more levers and/or conforms to BS3621 with matching boxed striking plate, or
- (ii) for aluminium or UPVC framed doors: a cylinder operated mortice deadlock or a deadlocking multi – point system
- (b) All other external doors and all internal doors giving access to any part of the **Buildings** not occupied by **You** for the purpose of the **Business** be fitted with either:
 - (i) any of the locking arrangements as specified in (a) (i) or (ii) above in accordance with the construction of the door frame, or
 - (ii) two key – operated bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
- (c) All outward opening external doors and all internal doors giving access to any part of the **Buildings** not occupied by **You** for the purpose of the **Business** be fitted and secured with hinge bolts
- (d) All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roof decks balconies fire escapes canopies or down pipes are to be fitted with key – operated window locks. This requirement does not apply to windows/skylights which are protected by solid steel bars grilles lockable gates expanded metal or weld – mesh

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements.

13. Protective Measures

Damage caused by theft or attempted theft involving entry to or exit from the Premises by forcible and violent means that whenever the **Premises** are closed for **Business** or left unattended:

- (a) all security devices provided to protect the **Premises** are properly fitted and put into full operation
- (b) all keys for the **Premises** or any device in which **Property Insured** is kept are removed from the **Premises**

Section A also provides the following Cover Enhancements

1. Additions to buildings

We will pay for **damage** occurring during the **period of insurance** to any additions or improvements to the **buildings** after they are completed and **your** responsibility, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

The most **We** will pay is £50,000 any one occurrence.

2. Automatic Reinstatement of Sum Insured

We will automatically reinstate the Sum Insured upon notification of a claim to **Us** unless **We** give written notice to the contrary. Provided that:

- (a) **You** pay the appropriate additional premium.
- (b) **You** take immediate steps to carry out any amendments in the protections of the **Premises** that **We** may require.

3. Capital Additions

We will compensate **You** in respect of **Damage** to:

- (a) newly built and/or newly acquired **Buildings** and/or **Contents**.
- (b) alterations, additions and improvements to **Buildings** and/or **Contents**, but not in respect of any appreciation in value situate anywhere in the United Kingdom, the Isle of Man or the Channel Islands.

We will not pay for loss or **Damage** caused by Theft or attempted Theft or Robbery or attempted Robbery.

The most **We** will pay in respect of any one location is:

- (a) 10% of the total **Buildings** and **Contents** Sum Insured by this Section or
 - (b) £500,000
- whichever is the lower.

You must provide **Us** with details of these extensions as soon as possible, but at least within six months and specifically insure such extensions with **Us**, from the date **Our** exposure commenced.

4. Changing Locks

We will pay for the cost of changing locks at the **Premises** if keys are lost from:

- (a) the **Premises**
- (b) **Your** home
- (c) the home of any authorised **Employee** following Theft or attempted Theft, or whilst in **Your** custody or that of an **Employee** following robbery or attempted robbery committed against **You** or an **Employee**.

If the keys belong to a safe, they must be:

- (d) removed from the **Premises** overnight.

- (e) kept in a secure place away from the safe when **You** or an **Employee** occupies the **Premises**. The most **We** will pay for any one loss is £2,500.

5. Clearing of Drains

We will pay for the costs and expenses necessarily and reasonably incurred in cleaning, clearing or repairing drains, gutters or sewers at the **Premises**, for which **You** are responsible following **Damage** caused by any of the events in paragraphs 1 – 17, and if specified in the **Schedule**, paragraph 18.

6. Collusion

We will indemnify **You** in the event of **Damage** by Theft by or in collusion with any director, partner or **Employee** of **Yours**.

We will not compensate **You** for **Damage** caused by theft or attempted theft not involving entry to or exit from the **Buildings** by forcible and violent means.

7. Contents kept at home

The following is added to **What is covered**;

Contents kept at home.

We will insure **you** against **damage** occurring during the **period of insurance** to **contents** used and kept at the home of any partner, director or employee of **yours** for the purposes of **your activities**, provided the home is in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

The following is added to **How much we will pay**, Contents kept at home.

The most **we** will pay for any loss covered under **What is covered**, Contents kept at home is the lesser of £25,000 or 10% of the **amount insured** for contents, for each incident of loss.

8. Contents temporarily elsewhere

damage occurring during the **period of insurance** to **contents**, excluding **stock**, laptops, mobile phones, **sports equipment** and other portable equipment, temporarily elsewhere in the **geographical limits**, including whilst in transit.

The most **We** will pay is £25,000 or 10% of the amount insured for contents whichever is the less

9. Debris Removal

The Sum Insured for each item includes costs and expenses **You** incur, with **Our** consent, for:

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping of the parts of the **Property Insured** which have suffered **Damage** insured under this Section.

We will not compensate **You** in respect of costs and expenses:

- (a) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it
- (b) arising from **Pollution or Contamination** of property not insured under this Section
- (c) more specifically insured.

10. Event cancellation

The following is added to **What is covered**,

Cancellation

If an insured event is necessarily and unavoidably cancelled as a sole and direct result of a cause not otherwise excluded under this section occurring during the period of insurance and which is entirely beyond the control of:

- (a) **you**; or
- (b) your directors, **employees** or agents; or
- (c) the event organiser, sponsors or financial supporters,

we will pay **your expenses** that **you** are unable to recover less any savings **you** are able to make.

You must prove to **our** reasonable satisfaction that **you** have paid or legally must pay and are unable to recover the **expenses**.

The following is added to **How much we will pay**:

Cancellation **We** will not pay more than £5,000 for each **cancellation** or more than £10,000 in total during the **period of insurance** for all irrecoverable **expenses** incurred following **cancellations**.

11. Frost Damage (Buildings)

The following is added to **What is covered**,

Frost damage

We will pay for **damage** occurring during the **period of insurance** to the **buildings** or any other items specified in the schedule caused by frost. The most we will pay for this cover during the **period of insurance** is £5,000.

What is not covered to read as follows:

- (a) frost, other than:
- (b) **damage** to the **buildings** or other items specified to the extent covered under What is covered, Frost damage; or
- (c) damage due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;

12. Frost Damage (contents)

The following is added to **What is covered**,
Frost damage

We will pay for **damage** occurring during the **period of insurance** to **contents** contained in the **business premises** or any other items specified in the schedule caused by frost. The most we will pay for this cover during the **period of insurance** is £5,000.

What is not covered to read as follows:

- (a) frost, other than:
- (b) **damage** to the **contents** contained in the business premises or any other items specified to the extent covered under **What is covered**, Frost damage; or
- (c) **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;

13. Gardens

The most **We** will pay is £10,000 during the **period of insurance** to restore **your** garden at the address shown in the schedule following **damage** as a result of fire, lightning, explosion, theft, vandalism or collision or impact by a vehicle or aircraft or by falling trees, branches, lampposts, telegraph poles or pylons, including **damage** to **your** garden caused by the emergency services attending any such incident.

14. Glass breakage

The necessary and reasonable costs **you** incur following breakage or scratching of glass, which belongs to **you** or for which **you** are legally responsible, for:

- (a) temporary boarding-up;
- (b) repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;
- (c) replacement lettering or other ornamental work and alarm foil on glass.

The most **We** will pay is £12,500 any one occurrence.

15. Inadvertent Omissions

Having notified us of the intention to insure all property in which you have an interest in and it being your understanding that all property is accounted for, if any such property is found to have been omitted, we will deem it to be insured within the terms of this policy. This is subject to payment of the appropriate premium either from policy inception or from the date which you became legally responsible for such property.

The most **We** will pay is £500,000 in the **period of Insurance**.

16. Exhibitions

We will pay for **Damage** to **Contents, Stock** or **Target Stock** whilst in any property being used for an exhibition within the United Kingdom, the Isle of Man or the Channel Islands, including transit to and from the exhibition, but excluding theft from **Unattended Vehicles**.

The most **We** will pay is £5,000 any one exhibition.

17. Fire and Security Equipment

We will compensate **You** in respect of costs and expenses incurred in:

- (a) refilling, recharging or replacing anyportable fire extinguishing appliances
- (b) local fire suppression system
- (c) fixed fire suppression system
- (d) sprinkler installation
- (e) sprinkler heads
- (f) re-setting fire and/or intruder alarms and/or closed-circuit television equipment following Damage insured by this Section.

18. Fire and Rescue Services Costs

We will pay costs charged by the Fire and Rescue Services or other emergency services directly relating to the extinguishing or

fighting of fire at the **Premises**.

19. Fire and Rescue Services Damage

We will compensate **You** in respect of costs and expenses incurred in reinstating or repairing grounds, landscaped gardens, pavements, road surfaces and any other property comprising the **Premises** following **Damage** caused by the Fire and Rescue Services or other emergency services equipment or personnel in the course of combating fire.

20. Loss of Metered Water Oil or LPG

We will pay for charges for which **You** are responsible if water, oil or LPG is accidentally discharged from a metered system providing service to the Premises.

We will not compensate **You** in respect of:

- (a) Loss occurring when the **Premises** are **Unoccupied**
- (b) Loss which remains undiscovered for 120 days or more.

The most **We** will pay in respect of any one occurrence is £50,000.

21. Loss prevention costs

We will pay the reasonable and necessary costs **you** incur to protect the **buildings** at the insured locations from imminent insured **damage** occurring during the **period of insurance**.

The most **We** will pay is £25,000 any one occurrence.

22. Non-Invalidation

The insurance by this Section will not be invalidated by any act, omission or alteration, either unknown to **You** or beyond **Your** control, which increases the risk of **Damage**.

However, **You** must:

- (a) notify **Us** immediately **You** become aware of any such act, omission or alteration
- (b) pay any additional premium **We** require.

23. Other Interests

The interests of third parties which **You** are required to include under the terms of any mortgage, hiring, leasing, hire purchase or similar agreement are automatically noted.

However, **You** must notify **Us** of the nature and extent of any such interest in the event of **Damage**.

24. Outdoor Items

Damage other than **damage** caused by **storm** or **flood** to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the **business premises**. This additional cover does not apply to any mechanical, hydraulic or electrical equipment.

The most **We** will pay is £10,000 any one occurrence

25. Professional Fees

The Sum Insured for each item of the **Schedule** for **Buildings** and **Contents** includes an amount for professional fees necessarily incurred in reinstating or repairing the **Property Insured**, following **Damage** insured under this Section.

We will not compensate **You** in respect of fees:

- (a) more specifically insured
- (b) incurred in preparing a claim.

26. Public Authorities

Following **Damage** as insured under this Section in respect of **Buildings** or **Contents**, **We** will pay the additional cost of reinstating the **Property Insured** necessary to comply with any:

- (a) Act of Parliament
- (b) byelaws of any Public Authority.

We will not compensate **You** in respect of

- (a) costs incurred:
 - (i) in respect of **Damage** not insured by this Section
 - (ii) where notice was served on **You** before the **Damage** occurred
 - (iii) where an existing requirement must be completed within a stipulated period
 - (iv) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered
- (v) **Damage**
- (b) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement of the property:

- (a) must begin and be carried out as quickly as possible
- (b) may be carried out on another site and in a manner suitable to **Your** needs but this must not increase **Our** liability.

If **Our** liability under this Section is reduced by the application of any terms or Conditions of this policy, **Our** liability under this Extension will be similarly reduced.

The most **We** will pay under this Extension in respect of any one item is the item Sum Insured.

27. Repair and replacement

At our option **we** will repair, replace or pay for any lost or damaged items on the following basis:

- (a) for **contents**, other than **stock** or **fine art**, the cost of repair or replacement as new;
- (b) for **stock** other than second-hand stock or goods held in trust, the cost of repair or replacement at the cost price to you;
- (c) for second-hand **stock**, other than goods held in trust, the cost of repair or replacement at the trade market value;
- (d) for goods held in trust, the lesser of:
 - i. **your** liability in respect of the goods held in trust;
 - ii. the cost of repair or replacement at the trade market value of such goods.
- (e) for **personal effects**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.
- (f) for **fine art**, the agreed value of the individual item lost or damaged as shown in the schedule or valuation.
- (g) However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damage item, **we** will also pay for any loss in value.

For any item of fine art which has not been individually valued in the schedule or valuation **we** will decide whether **we** repair, restore, replace or make a cash settlement for that item. If **we** choose to make a cash settlement, **we** will pay the market value of the item immediately prior to the damage, taking account of any increased value the item may have because it forms part of a pair or set. The most **we** will pay for any one item, pair or set is £20,000.

28. Seventy-Two Hours

Damage occurring within seventy-two consecutive hours of and arising from storm, flood, escape of water from fixed water apparatus is deemed to be one claim.

Any such event which continues for a period exceeding seventy-two consecutive hours shall be deemed multiple claims.

You have the right to select the moment from which the seventy-two-hour period begins within the terms of this Section, provided that:

- (a) this is not earlier than the first recorded **Damage** sustained by **You**
- (b) such **Damage** occurred prior to the expiry of the **Period of Insurance**.
- (c) no periods of seventy-two hours shall overlap.

29. Special rebuilding conditions

You may rebuild or replace **buildings** which are totally destroyed in any manner suitable to **your** requirements and/or on another site provided this does not increase the cost.

30. Subrogation Waiver

We agree to waive any rights, remedies or relief to which **We** may have become entitled by subrogation against any parent or subsidiary company of **Yours** or any fellow subsidiary where **You** are also a subsidiary as defined by the Companies Act or the Companies (N.I.) Order, current at the time of **Damage**.

31. Temporary Removal

We will compensate **You** in respect of **Damage** as insured by this **Section** to:

- (a) the **Property Insured**, other than **Stock** or **Target Stock**, while temporarily removed for cleaning, renovation or repair
- (b) deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description and books (written and printed) within the United Kingdom, the Isle of Man or the Channel Islands, including while in transit. The most **We** will pay is 10% of the Sum Insured.

32. Theft Damage to Buildings

We will compensate **You** in respect of **Damage** to **Buildings** at the **Premises** for which **You** are responsible caused by theft or attempted theft.

We will not compensate **You** in respect of:

- (a) **Damage** occurring when the **Premises** are **Unoccupied**

The most **We** will pay under this Extension is the Sum Insured in respect of **Buildings**.

33. Trace and Access

We will pay reasonable costs and expenses incurred with **Our** consent:

- (a) in locating the actual source of **Damage**
- (b) any repairs directly arising from (a)

caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such **Damage** is insured by this Section.

The most **We** will pay is £50,000 any one occurrence

We will not compensate **You** in respect of costs or expenses incurred where **Damage** results solely from a change in the water table level.

34. Trees, shrubs and plants

We will pay £25,000 for damage occurring during the period of insurance to trees, shrubs or plants at your business premises which are owned by **you** or for which **you** are legally responsible as a result of fire or explosion, including damage to greens, courts, pitches and playing surfaces caused by the emergency services attending any such incident.

35. Transfer of Interest

If at the time of **Damage** to **Buildings** insured under this Section, **You** have entered into a contract to sell **Your** interest in it, but:

- (a) the contract has not yet been completed
- (b) the **Buildings** have not yet been insured by or on behalf of the purchaser and the purchase is subsequently completed, **We** will compensate the purchaser to the extent that this Section insures those **Buildings**. This will not affect either **Your** or **Our** rights and liabilities up to the date of completion of the purchase.

36. Undamaged tenants improvements

The following is added to What is covered **Undamaged tenants** improvements

We will pay **you** the cost of any undamaged tenants improvements if **your** lease is cancelled by the lessor due to **damage** to the **business premises**, provided that:

- (a) the cancellation is a valid condition of **your** lease; and
- (b) tenants improvements are an insured item under this **policy**.

The following is added to **How much we will pay**

The most **we** will pay for any loss covered under **What is covered**, Undamaged tenants improvements is £5,000 for each incident of loss.

37. Underground Services

Where **We** provide indemnity in respect of **Your Buildings**, or where **You** are liable as tenant, **We** will compensate **You** in respect of accidental **Damage** to underground pipes or cables which extend from the **Buildings** to the public mains.

We will not compensate **You** in respect of:

- (a) the cost of maintenance
- (b) accidental **Damage** caused by:
 - (i) gradual deterioration or wear and tear
 - (ii) corrosion, rust, rot or fungus
 - (iii) vermin or insects
 - (iv) atmospheric or climatic conditions
 - (v) normal settlement or shrinkage
 - (vi) faulty workmanship, defective design or the use of defective materials.

The most **We** will pay is £25,000 any one occurrence.

38. Wear and tear

The amount that **we** will pay for **damage** arising from **subsidence** to any greens, courts, pitches or playing surfaces including artificial surfaces will be reduced to take into account wear and tear. The reduction will be based on the following scale:

- (a) less than one year old: no reduction for wear and tear;
- (b) between one and two years old: a 10% reduction for wear and tear;
- (c) between two and three years old: a 20% reduction for wear and tear;
- (d) between three and five years old: a 40% reduction for wear and tear;
- over five years old: a 60% reduction for wear and tear.

39. Workmen

Repairs, general maintenance work or minor structural or other alterations may be carried out at the **Premises** without affecting the cover.

Section B – Business Interruption

Section Definitions

(also refer to the Policy Definitions)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Damage

Physical loss or destruction of, or **Damage** to, the **Property Insured** caused by one of the events under Section A – Material Damage (including Theft).

The Cover

In respect of each item in the **Schedule**, **We** will compensate **You** in respect of any interruption or interference with the **Business** resulting from **Damage** to property used by **You** at the **Premises** for the purpose of the **Business** occurring during the **Period of Insurance** to the extent of Cover under Section A – Material Damage (including Theft).

The **Schedule** will show which basis is operative.

What is Covered	What is not Covered
<p>Gross Profit</p> <p>Gross Profit Sum Insured stated in the Schedule.</p> <p>The insurance is limited to loss of Gross Profit due to:</p> <ul style="list-style-type: none"> (a) reduction in Turnover <p>and</p> <ul style="list-style-type: none"> (b) increase in cost of working. <p>We will pay:</p> <ul style="list-style-type: none"> (a) in respect of reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period (b) in respect of increase in cost of working: any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expenses would have taken place due to the Damage less any savings during the Indemnity Period in Business charges or expenses, payable out of Gross Profit, which reduce or cease due to the Damage. <p>If at the time of the Damage the Sum Insured is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds twelve months), You will be responsible for the difference and bear a proportionate share of the loss.</p> <p>The most We will pay is the Sum Insured stated in the Schedule.</p>	<p>In respect of increase in cost of working, We will not pay more than the amount produced by applying the Rate of Gross Profit to the reduction in Turnover avoided by the expenditure.</p> <p>We will not compensate You if:</p> <ul style="list-style-type: none"> (a) You: <ul style="list-style-type: none"> (i) agree a composition or arrangement with creditors (ii) agree a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (iii) (or any successor act) (iv) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator (v) have a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver, or receiver and manager of the Business duly appointed (vi) have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or have possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge (b) Your interest ceases otherwise than by Your death unless We issue written agreement stating otherwise.

<p>Estimated Gross Profit Estimated Gross Profit Sum Insured stated in the Schedule. The insurance is limited to loss of Gross Profit due to:</p> <p>(a) reduction in Turnover and (b) increase in cost of working.</p> <p>We will pay:</p> <p>(a) in respect of reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period</p> <p>(b) in respect of increase in cost of working: any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expenses would have taken place due to the Damage less any savings during the Indemnity Period in Business charges or expenses, payable out of Gross Profit, which reduce or cease due to the Damage.</p> <p>The most We will pay is:</p> <p>(a) in respect of Gross Profit: 133⅓% of the Estimated Gross Profit stated in the Schedule</p> <p>(b) overall: 133⅓% of the Estimated Gross Profit stated in the Schedule and 100% of the Sums Insured by other items unless otherwise agreed by Us.</p> <p>If at the time of the Damage the Sum Insured on Estimated Gross Profit is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds twelve months), You will be responsible for the difference and bear a proportionate share of the loss and the maximum We will pay is the Estimated Gross Profit stated in the Schedule.</p>	<p>In respect of increase in cost of working, We will not pay more than the amount produced by applying the Rate of Gross Profit to the reduction in Turnover avoided by the expenditure.</p> <p>We will not compensate You if:</p> <p>(a) You:</p> <ul style="list-style-type: none"> • agree a composition or arrangement with creditors • agree a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act) <p>(i) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator</p> <p>(ii) have a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver, or receiver and manager of the Business duly appointed</p> <p>(iii) have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or have possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge</p> <p>(b) Your interest ceases otherwise than by Your death unless We issue written agreement stating otherwise.</p>
<p>Gross Revenue Gross Revenue Sum Insured stated in the Schedule. The insurance is limited to loss of Gross Revenue due to:</p> <p>(a) reduction in Gross Revenue and (b) increase in cost of working.</p> <p>We will pay:</p> <p>(a) in respect of reduction in Gross Revenue: the amount by which due to the Damage, the Standard Gross Revenue exceeds the actual Gross Revenue during the Indemnity Period</p> <p>(b) in respect of increase in cost of working: any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Revenue during the Indemnity Period which but for such additional expense would have taken place due to the Damage less any savings during the Indemnity Period in Business charges or expenses, payable out of Gross Revenue, which reduce or cease due to the Damage.</p>	<p>In respect of increase in cost of working, We will not pay more than the reduction avoided by the expenditure.</p> <p>We will not compensate You if:</p> <p>(a) You:</p> <ul style="list-style-type: none"> (i) agree a composition or arrangement with creditors (ii) agree a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act) (iii) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator (iv) have a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver, or receiver and

<p>If at the time of the Damage the Sum Insured is less than the Annual Gross Revenue (proportionately increased where the Maximum Indemnity Period exceeds twelve months), You will be responsible for the difference and bear a proportionate share of the loss.</p> <p>The most We will pay is the Sum Insured stated in the Schedule.</p>	<p>manager of the Business duly appointed.</p> <p>(v) have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or have possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.</p> <p>(b) Your interest ceases otherwise than by Your death unless We issue written agreement stating otherwise.</p>
<p>Estimated Gross Revenue Estimated Gross Revenue Sum Insured stated in the Schedule.</p> <p>The insurance is limited to loss of Revenue due to:</p> <p>(a) reduction in Revenue and (b) increase in cost of working.</p> <p>We will pay:</p> <p>(a) in respect of reduction in Gross Revenue: the amount by which due to the Damage, the Standard Gross Revenue exceeds the actual Gross Revenue during the Indemnity Period</p> <p>(b) in respect of increase in cost of working: any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Revenue during the Indemnity Period which but for such additional expense would have taken place due to the Damage</p> <p>less any savings during the Indemnity Period in Business charges or expenses, payable out of Gross Revenue, which reduce or cease due to the Damage.</p> <p>The most We will pay is:</p> <p>(a) in respect of Gross Revenue: 133⅓% of the Estimated Gross Revenue stated in the Schedule</p> <p>(b) overall: 133⅓% of the Estimated Gross Revenue stated in the Schedule</p> <p>and 100% of the Sums Insured by other items unless otherwise agreed by Us.</p> <p>If at the time of the Damage the Sum Insured on Estimated Gross Revenue is less than 50% of the Annual Gross Revenue (proportionately increased where the Maximum Indemnity Period exceeds twelve months), You will be responsible for the difference and bear a proportionate share of the loss and the maximum We will pay is the Estimated Gross Revenue stated in the Schedule.</p>	<p>In respect of increase in cost of working, We will not pay more than the reduction avoided by the expenditure.</p> <p>We will not compensate You if:</p> <p>(a) You:</p> <p>(i) agree a composition or arrangement with creditors</p> <p>(ii) agree a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)</p> <p>(iii) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator</p> <p>(iv) have a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver, or receiver and manager of the Business duly appointed</p> <p>(v) have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or have possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge</p> <p>(b) Your interest ceases otherwise than by Your death unless We issue written agreement stating otherwise.</p>

<p>Gross Fees</p> <p>Gross Fees Sum Insured stated in the Schedule. The insurance is limited to loss of Gross Fees due to:</p> <p>(a) reduction in Gross Fees and (b) increase in cost of working.</p> <p>We will pay:</p> <p>(a) in respect of reduction in Gross Fees: the amount by which due to the Damage, the Standard Gross Fees exceed the Gross Fees during the Indemnity Period</p> <p>(b) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Fees during the Indemnity Period which but for such additional expense would have taken place due to the Damage.</p> <p>Less any savings during the Indemnity Period in Business charges or expenses, payable out of Gross Fees, which reduce or cease due to the Damage.</p> <p>If at the time of the Damage the Sum Insured is less than the Annual Gross Fees (proportionately increased where the Maximum Indemnity Period exceeds twelve months), You will be responsible for the difference and bear a proportionate share of the loss.</p> <p>The most We will pay is the Sum Insured stated in the Schedule.</p>	<p>In respect of increase in cost of working, We will not pay more than the reduction avoided by the expenditure.</p> <p>We will not compensate You if:</p> <p>(a) You:</p> <ul style="list-style-type: none"> (i) agree a composition or arrangement with creditors (ii) agree a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act) (iii) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator (iv) have a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver, or receiver and manager of the Business duly appointed (v) have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or have possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge <p>(b) Your interest ceases otherwise than by Your death unless We issue written agreement stating otherwise.</p>
<p>Increased Cost of Working</p> <p>Increased Cost of Working Sum Insured stated in the Schedule.</p> <p>We will pay Your additional expenditure which has been reasonably and necessarily incurred, as a result of the Damage, to continue the Business during the Indemnity Period.</p> <p>The maximum amount We will pay will not exceed:</p> <p>(a)) during the first three months of the Indemnity Period 25% of the Maximum Limit</p> <p>(b) for each subsequent month of the Indemnity Period the proportion of the Remainder Limit which one month bears to:</p> <ul style="list-style-type: none"> (i) the Remainder Period or (ii) nine months <p>whichever is the longer</p> <p>less any savings in such expenditure during the Indemnity Period which reduce or cease due to the Damage.</p> <p>The maximum amount We will pay in respect of any one Building is the Maximum Limit</p>	<p>We will not compensate You if:</p> <p>(a) You:</p> <ul style="list-style-type: none"> (i) agree a composition or arrangement with creditors (ii) agree a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act) (iii) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator (iv) have a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver, or receiver and manager of the Business duly appointed (v) have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or have possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge <p>(b) Your interest ceases otherwise than by Your death unless We issue written agreement stating otherwise.</p>

<p>Rent Receivable</p> <p>Rent Receivable Sum Insured stated in the Schedule. We will pay in respect of Rent Receivable the difference between:</p> <p>(a) the rent which would have been receivable in respect of the Premises during the Indemnity Period but for the Damage</p> <p>(b) the amount of rent actually received during the same period</p> <p>Less any savings in charges or expenses of the Business, payable out of Rent Receivable, which reduce or cease due to the Damage.</p> <p>If at the time of the Damage the Sum Insured by this item is less than the rent which, but for the Damage, would have been receivable during the twelve months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds twelve months), You will be responsible for the difference and bear a proportionate share of the loss.</p> <p>(a) Your interest ceases otherwise than by Your death unless We issue written agreement stating otherwise.</p> <p>The most We will pay is the Sum Insured stated in the Schedule.</p>	<p>We will not compensate You if:</p> <p>(a) You:</p> <p>(i) agree a composition or arrangement with creditors</p> <p>(ii) agree a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)</p> <p>(iii) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator,</p> <p>(iv) have a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver, or receiver and manager of the Business duly appointed,</p> <p>(v) have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or have possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge</p>
<p>Additional Increased Cost of Working</p> <p>Additional Increased Cost of Working Sum Insured stated in the Schedule.</p> <p>We will pay the additional expenditure necessarily and reasonably incurred due to the Damage solely for the purpose of avoiding or diminishing the reduction in Turnover (or Gross Revenue or Gross Fees as insured by this Section) during the Indemnity Period and which exceeds the amount recoverable as increase in cost of working, under this Section.</p> <p>The maximum We will pay is the Sum Insured stated in the Schedule.</p>	<p>We will not compensate You if:</p> <p>(a) You:</p> <p>(i) agree a composition or arrangement with creditors</p> <p>(ii) agree a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)</p> <p>(iii) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator</p> <p>(iv) have a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver, or receiver and manager of the Business duly appointed</p> <p>(v) have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or have possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge</p> <p>(b) Your interest ceases otherwise than by Your death unless We issue written agreement stating otherwise.</p>

Section B also provides the following Cover Enhancements

What is Covered	What is not Covered
<p>1. Contract Sites We will compensate You in respect of loss directly resulting from interruption of or interference with the Business carried out by You at the Premises resulting from Damage to Your Stock, Target Stock or Contents whilst at any situation not in Your occupation, where You are carrying out a contract within the United Kingdom, the Isle of Man and the Channel Islands by any cause included under Section A – Material Damage (including Theft). The most We will pay in respect of the total of all losses occurring during the Period of Insurance is £250,000 or the total amount insured for business interruption, whichever is less.</p> <p>2. Customers – Specified We will compensate You in respect of loss directly resulting from interruption of or interference with the Business carried out by You at the Premises resulting from Damage to any of Your customers’ premises detailed in the Schedule within the United Kingdom, the Isle of Man and the Channel Islands by any cause included under Section A – Material Damage (including Theft). The most We will pay in respect of the total of all losses occurring during the Period of Insurance is £250,000 or the total amount insured for business interruption, whichever is less.</p> <p>3. Customers – Unspecified We will compensate You in respect of loss directly resulting from interruption of or interference with the Business carried out by You at the Premises resulting from Damage to any of Your customers’ premises within the United Kingdom, the Isle of Man and the Channel Islands by any cause included under Section A – Material Damage (including Theft). The most We will pay in respect of the total of all losses occurring during the Period of Insurance is £250,000 or the total amount insured for business interruption, whichever is less.</p> <p>4. Denial of Access We will compensate You in respect of loss directly resulting from interruption of or interference with the Business carried out by You at the Premises resulting from Damage to property in the vicinity of the Premises by any cause included under Section A – Property Damage which hinders or prevents access to the Premises. The most We will pay in respect of the total of all losses occurring during the Period of Insurance is £100,000 or the total amount insured for business interruption, whichever is less.</p> <p>5. Non-Denial of Access an incident during the period of insurance within the vicinity of the business premises which results in a denial of or hindrance in access to the business premises imposed by the police or other statutory authority. The most We will pay in respect of the total of all losses occurring during the Period of Insurance is £100,000 or the total amount insured for business interruption, whichever is less.</p>	

6. Exhibition Sites

We will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **Damage** to **Your Stock, Target Stock** or **Contents** whilst at any exhibition or show within the United Kingdom, the Isle of Man and the Channel Islands by any cause included under Section A - Material Damage (including Theft).

The most **We** will pay in respect of the total of all losses occurring during the **Period of Insurance** is £250,000 or the total amount insured for business interruption, whichever is less.

7. Murder, Suicide, Defective Sanitation or Discovery of Vermin

We will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from the occurrence of:

- (a) murder or suicide at the **Premises**
- (b) vermin or pests at the **Premises** where use of the **Premises** is restricted on the order or advice of the competent authority.
- (c) an accident which causes defects in the drains or other sanitary arrangements at the **Premises** where use of the **Premises** is restricted on the order or advice of the competent authority.

For the purpose of this Extension only, the Definition of **Indemnity Period** is amended to read:

"The period during which the results of the **Business** are affected in consequence of the **Damage** beginning:

- (a) in the case of (a) above with the occurrence or discovery of the incident
- (b) in the case of (b) and (c) above the date from which the restrictions on the **Premises** are applied and lasting no longer than the **Maximum Indemnity Period**".

The most **We** will pay in respect of the total of all losses occurring during the **Period of Insurance** is £100,000 or the total amount insured for Business interruption, whichever is less

8. Specified Disease (at the Premises)

We will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from the occurrence of:

- (a) an illness sustained by any person caused by food or drink poisoning attributable to food or drink supplied from the **Premises**.
- (b) a **Specified Disease** sustained by any person at the **Premises**

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease **You** have failed to fulfil the following condition, **You** will lose **Your** right to indemnity or payment for that claim.

At the **Premises** **You** must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease) "Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.

For the purpose of this Extension only, the Definition of **Indemnity Period** is amended to read:

"The period during which the results of the **Business** are affected in consequence of the **Damage** beginning with the occurrence or discovery of the incident and lasting no longer than the **Maximum Indemnity Period**".

The most **We** will pay in respect of the total of all losses occurring during the **Period of Insurance** is £100,000 or the total amount insured for Business interruption, whichever is less

9. Patterns, Moulds, Templates

10. Property Stored

We will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **Damage to Your Stock, Target Stock or Contents** whilst stored at any situation not in **Your** occupation within the United Kingdom, the Isle of Man and the Channel Islands by any cause included under Section A - Material Damage (including Theft).

The most **We** will pay in respect of the total of all losses occurring during the **Period of Insurance** is £250,000 or the total amount insured for business interruption, whichever is less.

11. Public Utilities – (Supply Undertaking)

We will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from accidental failure of public supplies of electricity or gas or water at:

- (a) in respect of electricity, any generating station or substation of **Your** supplier(s) of electricity in the United Kingdom, the Isle of Man or the Channel Islands.
- (b) in respect of gas, any land-based premises in the United Kingdom, the Isle of Man or the Channel Islands of:
 - (i) **Your** supplier(s) of gas and
 - (ii) any natural gas producer directly linked to **Your** supplier(s) of gas
- (c) in respect of water, any waterworks or pumping station of **Your** supplier(s) of water in the United Kingdom, the Isle of Man or the Channel Islands.

The most **We** will pay in respect of the total of all losses occurring during the **Period of Insurance** is £100,000 or the total amount insured for Business interruption, whichever is less.

12. Public Utilities – (Terminal Ends)

We will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from accidental failure of public supplies of electricity or gas or water at the terminal ends of the public supply undertakings' feed to the **Premises**.

The most **We** will pay in respect of the total of all losses occurring during the **Period of Insurance** is £100,000 or the total amount insured for Business interruption, whichever is less.

13. Public Utilities – Telecommunications (Suppliers Premises)

We will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from accidental failure of the supply of telecommunication services at any land-based premises of **Your** supplier(s) of telecommunications and internet services, in the United Kingdom, the Channel Islands or

We will not compensate **You** in respect of **Damage** occurring at any **Premises** wholly or partly occupied by **You**.

We will not compensate **You** in respect of:

- (a) accidental failure which lasts less than 24 hours
- (b) the deliberate act of any supply authority
- (c) the exercise of any supply authority power to withdraw or restrict supply
- (d) industrial action
- (e) drought.

We will not compensate **You** in respect of:

- (a) accidental failure which lasts less than 24 hours
- (b) the deliberate act of any supply authority
- (c) the exercise of any supply authority power to withdraw or restrict supply
- (d) industrial action
- (e) drought.

We will not compensate **You** in respect of accidental failure,

- (a) caused by the deliberate act of any supply authority,
- (b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (c) caused by industrial action
- (d) caused by drought or other weather conditions unless **Damage** has been caused to the equipment
- (e) as a result of any fault in any parts of the installation at **Your Premises**
- (f) lasting less than 24 consecutive hours.

We will not compensate **You** in respect of accidental failure,

- (a) caused by the deliberate act of any supply authority
- (b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (c) caused by industrial action
- (d) caused by drought or other weather conditions unless

the Isle of Man.

The most **We** will pay in respect of any one occurrence is £100,000 or the total amount insured for Business interruption, whichever is less

14. Public Utilities – Telecommunications (Terminal Ends)

We will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at the **Premises**.

The most **We** will pay in respect of any one occurrence is £100,000 or the total amount insured for Business interruption, whichever is less

15. Suppliers – Specified

We will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **Damage** to any of **Your** suppliers' premises detailed in the **Schedule** within the United Kingdom, the Isle of Man and the Channel Islands by any cause included under Section A – Material Damage (including Theft).

The most **We** will pay in respect of any one occurrence is £100,000 or the total amount insured for Business interruption, whichever is less

16. Suppliers – Unspecified

We will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **Damage** to any of **Your** suppliers' premises within the United Kingdom, the Isle of Man and the Channel Islands by any cause included under Section A – Material Damage (including Theft).

The most **We** will pay in respect of any one occurrence is £100,000 or the total amount insured for Business interruption, whichever is less

17. Transit

We will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **Damage** to **Your** property while in transit by:

- (a) road
- (b) rail
- (c) inland waterway

all in the United Kingdom, the Isle of Man and the Channel Islands.

The most **We** will pay in respect of the total of all losses occurring during the **Period of Insurance** is £250,000 or the total amount insured for business interruption, whichever is less.

18. Bomb threat

Your inability to use the **business premises** due to restrictions imposed by the police or other public authority, but only where the restrictions have been imposed:

- Damage** has been caused to the equipment
- (e) as a result of any fault in any parts of the installation at **Your Premises**
 - (f) lasting less than 24 consecutive hours.

We will not compensate **You** in respect of **Damage** at any premises of suppliers of electricity, gas, water or telecommunications services.

We will not compensate **You** in respect of **Damage** at any premises of suppliers of electricity, gas, water or telecommunications services.

We will not compensate **You** in respect of **Damage** to:

- (a) road or rail vehicles
- (b) waterborne craft.

- a .following a bomb threat made by any person or group of persons; and
- b . for a period of more than two hours.

We will not make any payment under Bomb threat for any interruption to **your activities** in the event of an actual explosion of a bomb.

For the purposes of the coverage provided by Bomb threat, the definition of **terrorism** is amended to read:

An act by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- a. is committed for political, religious, ideological or similar purposes; and
- b. is intended to influence any government or to put the public, or any section of the public, in fear; and
- c. i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. is designed to interfere with or to disrupt an electronic system.

The most **We** will pay in respect of any one occurrence is £100,000 or the total amount insured for Business interruption, whichever is less.

19. Computer breakdown

The most **we** will pay for any loss arising from breakdown of **computers** during the **period of insurance** is £5,000 total amount insured across all property sections combined.

20. Pollution restricting use

pollution or contamination of:

- a. the land; or
- b. the atmosphere; or
- c. any watercourse or body of water, at any premises used for the purposes of **your activities**.

However, **we** will not make any payment:

- a. unless the pollution or contamination is 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**.
- b. arising out of pollution or contamination originating outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man;
- c. to remedy the condition of any property owned, leased or rented by **you**;
- d. to clean up, remove or dispose of any pollution or contamination.

The most **We** will pay in respect of any one occurrence is £100,000 or the total amount insured for Business interruption, whichever is less.

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Automatic Reinstatement

The sums insured stated in the **Schedule** will not be reduced by the amount of any claim unless **We** or **You** give written notice to the contrary. However, **You** must pay the additional premium required to reinstate the Sum Insured.

2. Current Cost Accounting

Any adjustment made for current cost accounting will be ignored.

3. Departments

If **You** conduct the **Business** in departments and the independent trading results of each are individually ascertainable, the provisions of paragraphs (a) and (b) of the item on **Gross Profit** shall apply separately to each department affected by the **Damage**.

4. First Trading Year

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the **Business**, the amount payable will be based on the trading figures immediately before the **Damage** which causes interruption or interference with the Business, to which such adjustments will be made as may be necessary to provide for the trend of the **Business** and for variations in, or other circumstances, affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as closely as may be reasonably practicable the results which, but for the **Damage**, would have been obtained during the relative period after the **Damage**.

5. Payments on Account

Claim payments on account may be made to **You** during the **Indemnity Period**, if required.

6. Professional Accountants Charges

We will pay **Your** auditor's and professional accountant's reasonable charges for:

- (a) producing information **We** require for investigating any claim
- (b) confirming the information is in accordance with **Your Business** books.

The maximum **We** will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured shown in the **Schedule**.

7. Property Cover

We will not compensate **You** under this Section unless:

- (a) There is in force at the time of **Damage**, an insurance policy covering **Your** interest in the property at the **Premises** for the **Damage**
and
- (b) (i) payment has been made or liability admitted for such **Damage**
or
(ii) payment would have been made or liability would have been admitted for such **Damage** but for the exclusion of losses below a stated amount in such insurance policy.

8. Renewal

In respect of any item on **Estimated Gross Profit** or **Estimated Gross Revenue**, **You** will supply prior to each renewal, the **Estimated Gross Profit** or **Estimated Gross Revenue** for the financial year most closely corresponding to the following **Period of Insurance**.

9. Return Premium

In respect of any item on **Gross Profit**, **Gross Revenue** or **Gross Fees**, **We** will allow a return premium for the **Period of Insurance** where:

- (a) **You** provide **Us** with a professional accountant's declaration of **Gross Profit**, **Gross Revenue** or **Gross Fees** earned in **Your** financial year most closely corresponding to that **Period of Insurance**
and
- (b) the declared figure (proportionately increased where the Maximum **Indemnity Period** exceeds twelve months) is less than the Sum Insured. The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured. The maximum **We** will repay is 50% of the premium paid by **You** for the **Period of Insurance**.

We will not return premium for any reduction in **Gross Profit**, **Gross Revenue** or **Gross Fees** which is entirely due to a claim.

10. Subrogation Rights Waiver

We agree to waive any rights, remedies or relief to which **We** may have become entitled by subrogation against any parent or subsidiary company of **Yours** or any fellow subsidiary where **You** are also a subsidiary as defined by the Companies Act or the Companies (N.I.) Order, current at the time of **Damage**.

11. Value Added Tax (VAT)

All terms in this Section exclude VAT to the extent that **You** are accountable to the tax authorities for VAT.

Section C – Specified All Risks

(only operative if stated in the *Schedule*)

Section Definitions

(also refer to the *Policy Definitions*)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Territorial Limits

- On Premises means within **Your Premises**
- U.K. means anywhere within the United Kingdom, the Isle of Man and the Channel Islands.
- EU means anywhere within any member country of the European Union or within Iceland, Liechtenstein, Norway or Switzerland
- Worldwide means anywhere in the world.

What is Covered	What is not Covered
<p>Damage to the Property Insured shown in the Schedule against damage occurring during the Period of Insurance within the Territorial Limits as specified in the Schedule.</p> <p>The most We will pay is the Sum Insured shown against each item in them Schedule.</p>	<p>Damage caused by:</p> <p>(a) Inherent or latent defect, gradual deterioration, wear and tear, depreciation, frost or change in the water table, its own faulty or defective design or materials</p> <p>(b) faulty or defective workmanship, operational error or omission by You or any of Your Employees but We will pay for subsequent Damage which itself results from a cause not otherwise excluded.</p> <p>Damage caused by:</p> <p>(a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects or toxic mould</p> <p>(b) change in temperature, colour, flavour, texture, finish or atmospheric or climatic conditions</p> <p>(c) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates</p> <p>but We will pay for:</p> <p>(a) such Damage not otherwise excluded which itself results from a Specified Event or from any other accidental loss, destruction or Damage</p> <p>(b) subsequent Damage which itself results from a cause not otherwise excluded.</p> <p>Loss from any Unattended Vehicle.</p> <p>Damage caused by:</p> <p>(a) acts of fraud or dishonesty by any partner, director, or Employee of Yours</p> <p>(b) unexplained disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error.</p> <p>(c) any process of fitting, testing, servicing, repair, renovation or adjustment.</p> <p>Damage caused by Pollution or Contamination: but We will pay for destruction of or Damage to the Property Insured not otherwise excluded, caused by:</p> <p>(a) Pollution or Contamination which itself results from a Specified Event</p> <p>(b) any Specified Event which itself results from Pollution or Contamination</p> <p>The Excess shown in the Schedule.</p>

Section Conditions (also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Average

The Sum Insured under each Item shown in the **Schedule** is separately subject to **Average**.

2. Basis of Claims Settlement

We will pay the full cost of repair or reinstatement of the **Property Insured** to a condition equal to but not better than its condition when new provided that the cost is incurred.

3. Hiring equipment

When hiring in **sports equipment** you must complete and record an inventory check and inspect all **sports equipment** for **damage** prior to acceptance and agree a schedule of any damage with the hire company before taking charge of the **sports equipment**. Upon returning the **sports equipment** to the hire company you must only return the sports equipment to persons authorised within the hire company to accept the return of equipment.

We will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such noncompliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Section C also provides the following Cover Enhancements

1. Continuing hire charges

Loss of hiring charges for which **you** are legally responsible under a standard hire contract arising directly from **damage** insured under this section. **We** will only pay for continuing hire charges for the period beginning at the date of the **damage** until the **sports equipment** is repaired or replaced but for no longer than 13 weeks.

The most **We** will pay is £10,000 any one occurrence.

2. Debris removal

The necessary and reasonable costs and expenses **you** incur to remove debris of **sports equipment** from **your business premises**, any **location** or the area immediately adjacent, following **damage** insured by this section.

The most **We** will pay is £10,000 any one occurrence.

3. Repair and replacement

At **our** option **we** will repair, replace or pay for any lost or damaged items on the following basis:

- (a) for **sports equipment**, other than clothing, footwear, protective garments including helmets, watercraft, vehicles, cases or bags, the cost of repair or replacement as new;
- (b) if the **sports equipment** was built or assembled by **you**, **we** will only pay the price **you** paid for the constituent parts.

4. Wear and tear

The amount that **we** will pay for **damage** to any clothing, footwear, protective garments including helmets, watercraft, vehicles, cases or bags insured within **your sports equipment** will be reduced to take into account wear and tear. The reduction will be based on the following scale:

- (a) less than one year old, no reduction for wear and tear;
- (b) between one and two years old, a 10% reduction for wear and tear;
- (c) between two and three years old, a 20% reduction for wear and tear;
- (d) between three and five years old, a 40% reduction for wear and tear;
- (e) between five and seven years old, a 60% reduction for wear and tear.

We will not make any payment for any clothing, footwear, protective garments including helmets, watercraft, vehicles, cases or bags that is more than seven years old.

5. Pair and sets

If any **sports equipment** that has an increased value because it forms part of a set is damaged, any payment **we** make will take account of the increased value.

6. Other interests

Any payment **we** make will take into account the interest of any party having an insurable interest in the **sports equipment**, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Section D – Money

(only operative if stated in the *Schedule*)

Section Definitions

(also refer to the *Policy Definitions*)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Business Hours

The period during which the **Premises** are occupied for **Business** purposes and during which **You** or **Your Employees** entrusted with **Money** are on The **Premises** or at the sites of contract in connection with The **Business**.

What is Covered	What is not covered
<p>1. Money</p> <p>Damage to</p> <p>a) Money</p> <p>b) Safes or strongrooms which normally contain Money caused by theft or attempted theft.</p> <p>c) stamp franking machines caused by theft or attempted theft.</p> <p>Provided that:</p> <p>(a) whenever the Buildings are unattended any safe containing Money is securely locked and all keys to that safe are removed from the Premises or kept on Your person or one of Your Employees</p> <p>(b) You keep a complete record of Money in transit and on Your Premises and deposit that record in a secure place other than a safe or strongroom containing Money</p>	<p>Loss from any unattended road vehicle.</p> <p>Loss caused by or due to clerical or accounting errors.</p> <p>Loss of Money during transit by unregistered post.</p> <p>Loss resulting from depreciation in value, dishonoured cheques or the use of counterfeit Money.</p> <p>Loss from</p> <p>(a) gaming, amusement or vending machines in excess of £300</p> <p>(b) any automated teller machine or cash dispensing machine unless specifically insured under this Section.</p> <p>Loss occurring outside the United Kingdom, the Isle of Man and the Channel Islands.</p> <p>Consequential loss or Damage of any kind or description. Loss of Money more specifically insured elsewhere.</p> <p>The Excess shown in the Schedule.</p>

The most **We** will pay for **Money** is shown below and in the **Schedule**.

Cover description and locations	Limit of liability any one claim
Money:	
(a) in the Buildings during Business Hours	(a) The During Business Hours limit in the Schedule
(b) in a bank night safe	(b) The Bank Night Safe limit in the Schedule
(c) in transit to and from the Premises whilst in the custody of You or an authorised Employee	(c) The In Transit limit in the Schedule
(d) whilst at Your home or the home of any authorised Employee	(d) £500
(e) in the Buildings whilst left unattended or outside Business Hours and not secured in a locked safe	(e) The Money outside Business Hours not in a safe limit in the Schedule
(f) in the Buildings whilst left unattended or outside Business Hours and secured in a locked safe	(f) The Locked Safe outside Business Hours limit in the Schedule
(g) in gaming, amusement or vending machines	(g) £300

What is Covered	What is not covered
<p>2. Personal Accident (Assault)</p> <p>We will pay the sum or sums shown in the Table of Benefits below if an Insured Person sustains Physical Injury. Provided that:</p> <ul style="list-style-type: none"> (a) only one benefit under Benefits A - C inclusive shall be payable in respect of any one injury (b) Benefit D shall cease immediately You are entitled to claim Benefits A, B or C (c) no Benefit shall be payable as a result of committing suicide or attempting to commit suicide, or intentional self-inflicted injury or sickness or disease not directly resulting from Physical Injury. 	

Table of Benefits		Limit of liability any one claim
If Physical Injury is the only and direct cause of:		
A	Death occurring within 24 months	The Personal Accident (assault cover) limit in the Schedule
B	Loss of Limbs or Eyes occurring within 12 months	The Personal Accident (assault cover) limit in the Schedule
C	Permanent Total Disablement occurring within 12 months	The Personal Accident (assault cover) limit in the Schedule
D	Temporary Total Disablement occurring within 12 months payable up to a maximum of 24 months from the date on which the Insured Person attends a qualified medical practitioner.	Normal weekly wage or salary up to £100 per week

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Automatic Telling Machine (ATM) Condition

Where **You** are responsible for an ATM at the **Premises**, in respect of loss of **Money** that;

- (a) the filling of any ATM and the removal of **Money** from any ATM is carried on outside **Business Hours**
- (b) outside **Business Hours**:
 - (i) all **Money** is removed from the ATM and placed in a safe
 - (ii) the door to the ATM and security container are left open
 - (iii) notices are displayed in prominent places stating that the ATM holds no **Money**.

2. Basis of Claims Settlement

Claims under this Section shall be settled either on the basis of an amount equal to the value of the **Money**, or other **Property Insured** under this Section, at the time of the **Damage** or, at **Our** option, the reinstatement or replacement of such other property or any part of it.

3. Medical Evidence

- (a) **We** may require:
 - (i) an **Insured Person** to undergo medical examination
 - (ii) a post mortem to be carried out at **Our** expense.
- (b) **You**, or **Your** legal representative will supply to **Us**, at **Your** expense, any:
 - (i) certificate
 - (ii) information
 - (iii) evidencein the format **We** require

4. Money in Transit

- (a) **Money** in transit is accompanied by the following number of persons, who must either be **You** and/or any director, partner or **Employee of Yours**:
 - (i) over £3,000 up to £5,000 by at least 2 persons
 - (ii) over £5,000 up to £7,500 by at least 3 persons
 - (iii) over £7,500 up to £10,000 by at least 4 persons
- (b) **Money** in transit over £10,000 to be carried by a professional security company.
- (c) private transport is used for amounts of **Money** in transit greater than £3,000 where the distance exceeds half a mile.

5. Premium Adjustment

If the premium under this Section is based on estimates provided by **You**, **You** shall keep an accurate record containing all relevant information.

You shall at all times allow **Us** to inspect such record and shall supply such particulars and information as **We** may require within one month from the expiry of each **Period of Insurance** and the premium shall then be adjusted by **Us**, subject to any minimum premium chargeable for the risk being retained by **Us**.

6. Records and Key Security

If in relation to any claim for loss of **Money** **You** have failed to fulfil any of the following Conditions, **You** will lose **Your** right to indemnity or payment for that claim.

You must:

- (a) keep a complete record of **Money** in a secure place other than in a safe or strongroom containing **Money**
- (b) ensure that outside **Business Hours**, all safes and/or strongrooms are kept locked, and the keys are removed from the **Premises** unless the **Premises** are occupied by **You** or any director, partner or authorised **Employee of Yours**, in which case the keys must be kept in a secure place away from any safe or strongroom.
- (c) ensure that whenever the **Premises** are closed for **Business** or left unattended, all security devices to protect the **Premises** are properly fitted and put into full operation.

Section D also provides the following Cover Enhancements

1. Clothing and Personal Effects

Damage to clothing and **Personal Effects** of **You** or **Your Employees** caused by robbery. The most **We** will pay is £750 per person.

2. Containers

The indemnity provided under this Section includes **Damage** to:

- (a) cases, bags, belts or waistcoats used for carrying **Money**
- (b) cash registers provided they are left open, with **Money** removed, outside of **Business Hours** or whenever the **Buildings** are left unattended caused directly by theft or attempted theft of **Money**.

The most **We** will pay is £1,000 any one claim.

3. Fidelity

Theft of **Money** arising from any act of fraud or dishonesty by any of **Your Employees**. Provided that the theft is discovered by **You** within 7 days of the act of fraud or dishonesty. The most **We** will pay is £25,000 any one claim.

(i) Non-Negotiable Money

The indemnity provided under this Section includes **Non-Negotiable Money** all pertaining to the **Business** and belonging to **You** or which is **Your** responsibility.

The most **We** will pay is £250,000 for any one claim.

Section E – Book Debts

Section Definitions

(also refer to the Policy Definitions)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Damage

Damage to the **Property Insured** caused by one of the events under Section A – Material Damage (including Theft).

What is covered	What is not covered
<p>We will compensate You in respect of loss sustained by You for Book Debts directly due to Damage at the Premises to Your books of account, other Business books or records.</p> <p>The amount payable in respect of any one occurrence of Damage will not exceed:</p> <p>(a) the difference between:</p> <p style="padding-left: 20px;">(i) the Book Debts</p> <p style="padding-left: 20px;">(ii) and</p> <p style="padding-left: 20px;">(iii) the total amounts received or traced</p> <p>(b) the additional expenditure incurred with Our consent in tracing and establishing customers debit balances after the Damage if We require any information to verify a claim Your professional accountants at the time of the claim may produce and report details contained in Business books or records. Their report will be accepted as prima facie evidence of the details.</p> <p>We will pay Your professional accountant's charges for</p> <p>(a) producing information We require for investigating any claim and</p> <p>(b) confirming the information in accordance with Your Business books.</p> <p>The most We will pay, including professional accountants fees, is the Sum Insured stated in the Schedule.</p>	<p>Loss:</p> <p>(a) due to records being mislaid or misfiled</p> <p>(b) arising from deliberate falsification of records.</p> <p>Failure to collect debts which have been traced and established.</p> <p>We will not compensate You if:</p> <p>(a) the Business is:</p> <p style="padding-left: 20px;">(i) wound up or carried on by a liquidator or receiver</p> <p style="padding-left: 20px;">(ii) permanently discontinued</p> <p>(b) Your interest ceases otherwise than by Your death unless We issue written agreement stating otherwise.</p>

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Average

The Sum Insured under each Item shown in the **Schedule** is separately subject to **Average**.

2. Debit Recording

The end of each month **You** must record the total amount outstanding in **Your Customer Accounts**.

You must keep this information elsewhere than in the **Building** to that containing **Your** accounting and other **Business** records. This information may be maintained by **Your** accountant.

All **Business** records in which credit accounts are shown will be stored in metal filing cabinets, fire resistant cabinets, safes or strongrooms when not in use by **You**.

Section F – Loss of Licence

What is covered	What is not covered
<p>Reduction in the value of Your interest in</p> <p>(a) the Premises or</p> <p>(b) the Business</p> <p>following Loss of Licence.</p> <p>The reduction in value of Your interest will be determined by an independent surveyor with at least ten years' experience of surveying in the area where the Premises are located. If We cannot agree with Your choice of surveyor, a choice will be made by the president for the time being of the Royal Institution of Chartered Surveyors.</p> <p>The most We will pay is the sum insured shown in the Schedule.</p> <p>We will also pay for costs and expenses, incurred with Our written consent where You appeal against the Loss of Licence.</p>	<p>We will not pay</p> <p>(a) where You can obtain statutory compensation for Loss of Licence</p> <p>(b) for the loss of any extension to the normal opening hours</p> <p>(c) where Loss of Licence arises out of:</p> <p>(i) any town or country planning improvement or redevelopment</p> <p>(ii) compulsory purchase or surrender</p> <p>(iii) reduction or redistribution of Licence</p> <p>(iv) a change in the law</p> <p>(v) directly or indirectly, the misconduct, procurement, connivance, neglect or omission or failure by You to take any step necessary for keeping the Licence in force</p> <p>(vi) the alteration of the Premises without the consent of the appropriate local or governmental body</p> <p>(vii) the Premises</p> <p>a. being closed for any period which is not required by law</p> <p>b. not being maintained in a sanitary condition or satisfactory state of repair.</p> <p>(viii) a criminal act</p> <p>(ix) the death of the Licence holder</p> <p>(x) the Licence holder becoming dissolved, mentally incapable or insolvent</p> <p>(xi) the supply or use of illegal or controlled drugs at the Premises.</p>

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Application for new Licence

You will apply if practicable and if required by **Us** for the grant of a new **Licence** as may enable **You** to continue the **Business** in similar or alternative form.

2. Appeal Assistance

You will give all such assistance as **We** may require for the purpose of an appeal against forfeiture or refusal to renew the **Licence**.

3. Notification

You will immediately notify **Us**:

- (a) In writing on becoming aware of any circumstances which may result in a claim under this Section
- (b) of any complaint prosecution or intended prosecution:
 - (i) in respect of the **Premises** or the conduct or control thereof
 - (ii) in relation to the honesty or moral standing of the **Licence**-holder, manager, tenant or occupier of the **Premises**
- (c) of any transfer or proposed transfer of the **Licence**
- (d) of any objection to renewal of the **Licence** or any other matter affecting the issue of the **Licence**
- (e) of any change in tenancy or management of the **Premises** **You** will also provide any assistance or information **We** request.

4. Replacement

In the event of:

- (a) the death, bankruptcy or incapacity of
- (b) the conviction of
- (c) the desertion of the **Premises** by

the **Licence**-holder, manager, tenant or occupier of the **Premises** in consequence of which the **Licence** or its renewal may be endangered **You** will at **Our** request take all practical steps to secure the replacement of such person by a person who will be acceptable to the Justices or other authority for the transfer to or renewal of the **Licence** to that person.

Section G – Deterioration of Stock

Section Definitions

(also refer to the Policy Definitions)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Appliance

Any frozen or chilled cabinet, deep freezer, cold room or cold store.

What is covered	What is not covered
<p>Damage to all frozen or chilled food or stock contained in any Appliance on the Premises caused by:</p> <p>(a) Change in temperature resulting from:</p> <p style="padding-left: 20px;">(i) mechanical or electrical breakdown of the Appliance</p> <p style="padding-left: 20px;">(ii) accidental failure of the public electricity supply at the terminal points of the supply authority's feed to the Premises.</p> <p>(b) Accidental leakage of refrigerant or refrigerant fumes</p> <p>The most We will pay is the sum insured shown in the Schedule.</p> <p>The Excess shown in the Schedule.</p>	<p>Damage caused by Your wilful act or neglect.</p> <p>Damage caused by the failure of the public supply of electricity due to the deliberate act of the supply authority. The failure of any Appliance which is:</p> <p>(a) over 10 years old</p> <p>(b) over 5 years old and not the subject of an annual maintenance</p> <p>Damage caused by wear and tear, deterioration or gradually developing flaws or defects in the Appliance or faulty packaging of Property Insured.</p> <p>Damage caused by failure to set correctly any temperature controls.</p> <p>Damage caused by failure moth, vermin or insects.</p> <p>Damage to Property Insured which has passed the date set by the manufacturers for consumption.</p> <p>Damage whilst the Premises are Unoccupied.</p> <p>Consequential loss or damage of any kind or description.</p>

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Average

The Sum Insured under each Item shown in the **Schedule** is separately subject to **Average**.

2. Automatic Reinstatement

We will automatically reinstate the Sum Insured upon notification of a claim to **Us** unless **We** give written notice to the contrary. Provided that **You** pay the appropriate additional premium.

The most **We** will reinstate in any one **Period of Insurance** is the Sum Insured.

3. Basis of Claims Settlement

Claims under this Section will be settled either on the basis of an amount equal to the cost price of the food at the time of **Damage** or, at **Our** option, its replacement.

Section H – Employers' Liability

(only operative if stated in the *Schedule*)

Section Definitions

(also refer to the *Policy Definitions*)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Compensation

Damages, including interest.

Costs and Expenses

- (a) fees for **Your** legal representation at
 - (i) any Coroner's Inquest of Fatal Accident Inquiry
 - (ii) proceedings in any court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (b) costs and expenses incurred with **Our** written consent any claimant's legal costs for which You are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Limit of Indemnity

The amount stated in the *Schedule*, including **Costs and Expenses**, up to which **We** will pay in respect of any or all claims arising out of one cause.

What is covered	What is not covered
<p>Your legal liability to pay:</p> <ul style="list-style-type: none"> (a) Compensation to any Employee (b) Costs and Expenses <p>as a result of Bodily Injury caused in the course of the Business during the Period of Insurance and within the Territorial Limits. The most We will pay is the Limit of Indemnity.</p>	<p>Any liability:</p> <ul style="list-style-type: none"> (a) as a result of work in or on, or travel to, from or within any offshore <ul style="list-style-type: none"> (i) accommodation, exploration, drilling or production rig or platform (ii) support vessel (b) for which compulsory insurance or security is required under either <ul style="list-style-type: none"> (i) the Road Traffic Act 1988, or (ii) the Road Traffic (Northern Ireland) Order 1981 or any amending or subsequent legislation. (c) for <ul style="list-style-type: none"> (i) liquidated damages (ii) penalty clauses (iii) fines (iv) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damage.

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Premium Adjustment

If the premium under this Section is based on estimates provided by **You**, **You** shall keep accurate records containing all relevant information.

You shall at all times allow **Us** to inspect such records and shall supply such particulars and information as **We** may require within one month from the expiry of each **Period of Insurance** and the premium shall then be adjusted by **Us**, subject to any minimum premium chargeable for the risk being retained by **Us**.

2. Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **Employees** in the United Kingdom, the Isle of Man or the Channel Islands.

However, **You** will repay **Us** all sums **We** would not have been liable to pay but for the provisions of such law.

Section H also provides the following Cover Enhancements

1. Additional Activities

The **Business** includes:

- (a) ownership, use and upkeep of the **Premises**, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any **Employee**
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any **Employee**, with **Your** prior consent, for **You** or any director or **Employee**.

2. Contractual Liability

We will compensate **You** in respect of liability for **Bodily injury** imposed on **You** solely by reason of the terms of any agreement. Provided that the conduct and control of any claim is vested in **Us**.

We will not provide indemnity in respect of any agreement for or including the performance of work outside the United Kingdom, the Isle of Man or the Channel Islands.

3. Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

We will compensate **You** in respect of:

- (a) legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity:

- (a) unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the United Kingdom, the Isle of Man and the Channel Islands and in connection with the **Business**
- (b) in respect of proceedings which
 - (i) result from any deliberate act or omission by **You**
 - (ii) relate to any person other than an **Employee**
- (c) in respect of any:
 - (i) fines
 - (ii) remedial or publicity orders or any steps required to be taken by such orders
- (d) where indemnity is provided by another insurance policy.

4. Costs of Court Attendance

We will compensate **You** if, at **Our** request, any director, partner or **Employee** is attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The most **We** will pay is

- (a) for each director or partner: £250 per day
- (b) for each **Employee**: £150 per day

5. Cross Liabilities

We will compensate each party:

- (a) named as the **Insured** in the **Schedule**
 - (b) entitled to indemnity under this Section
- as if a separate policy had been issued to each.

The total amount payable will not exceed the **Limit of Indemnity** regardless of the number of parties claiming to be indemnified.

6. Health and Safety Legislation - Legal Defence Costs

We will compensate **You** and, at **Your** request any director, partner or **Employee** in respect of:

- (a) legal fees and expenses in defending proceedings, including appeals
- (b) prosecution costs awarded against **You** or any director, partner or **Employee**

arising from any health and safety inquiry or criminal proceedings in respect of any health and safety legislation of the United Kingdom, the Isle of Man or the Channel Islands.

We will not compensate **You**:

- (a) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** and in the course of the **Business** within the United Kingdom, the Isle of Man or the Channel Islands
- (b) in respect of
 - (i) fines or penalties of any kind
 - (ii) proceedings resulting from any deliberate act or omission of any party claiming to be indemnified
 - (iii) proceedings relating to the health, safety or welfare of any person who is not an **Employee**
- (c) where indemnity is provided by another insurance policy.

7. Indemnity to Other Persons

We will compensate:

- (a) **Your** personal representatives in respect of legal liability **You** incur
- (b) at **Your** request:
 - (i) any director, partner or **Employee** of **Yours**
 - (ii) the officers, committee and members of **Your**
 - a. catering, social, sports, educational, medical, dental and welfare organisations
 - b. fire, security, first aid and ambulance services
 - (iii) any Principal for whom **You** are carrying out a contract but only to the extent required by the contract conditions
 - (iv) those who hire plant to the extent required by the hiring conditions or the personal representatives of these persons against legal liability in respect of which **You** would have been entitled to indemnity if the claim had been made against **You**.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

8. Unsatisfied Court Judgements

If any **Employee** or their personal representatives obtains a judgement for damages for **Bodily Injury** against any company or individual operating from premises within the United Kingdom, the Isle of Man or the Channel Islands and that judgement remains unpaid for more than six months **We** will pay to the **Employee** or their personal representatives, at **Your** request, the amount of any unpaid damages and awarded costs.

Provided that:

- (a) the **Bodily Injury**:
 - (i) is caused during the **Period of Insurance**
 - (ii) arises out of and in the course of his employment in **Your Business**
- (b) there is no appeal outstanding
- (c) if any payment is made under this Extension the **Employee** or his or her personal representatives shall assign the judgement to **Us**.

Section I – Public and Products Liability

Section Definitions

(also refer to the Policy Definitions)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Abuse or molestation

Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment..

Compensation

Damages, including interest.

Costs and Expenses

- (a) fees for **Your** legal representation at
 - (i) any coroner's Inquest of Fatal Accident Inquiry
 - (ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (b) costs and expenses incurred with **Our** written consent.
- (c) any claimant's legal costs for which **You** are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Damage

Physical loss, destruction or damage.

Denial of access

Nuisance, trespass or interference with any easement or right of air, light, water or way.

Limit of Indemnity

The amount, stated in the **Schedule**, up to which **We** will pay in respect of any or all claims arising out of one cause.

In respect of **Products Supplied** or **Pollution or Contamination**, the **Limit of Indemnity** will apply to the total of all claims occurring in any one **Period of Insurance**.

Participant

Any person, including referees and officials, who are taking part in any activity organised or arranged by you, any person on your behalf or any member.

Personal Injury

- (a) **Bodily Injury**
- (b) Wrongful:
 - (i) arrest, detention or imprisonment
 - (ii) eviction
 - (iii) accusation of shoplifting.

Property

Material property.

The Cover

What is covered	What is not covered
<p>Your legal liability to pay:</p> <p>(a) Compensation</p> <p>(b) Costs and Expenses</p> <p>as a result of accidental:</p> <p>(i) Personal Injury</p> <p>(ii) Damage to Property</p> <p>(iii) Denial of access; obstruction, trespass, nuisance or interference with any right of way, air, light or water occurring in the course of the Business during the Period of Insurance and within the Territorial Limits.</p> <p>The most We will pay is the Limit of Indemnity and Costs and Expenses.</p> <p>However, in respect of any claim brought in:</p> <p>(a) the United States of America or any territory within its jurisdiction</p> <p>(b) Canada</p> <p>the maximum We will pay, inclusive of Costs and Expenses, is the Limit of Indemnity.</p>	<p>Your legal liability as a result of:</p> <p>(a) Personal Injury to an Employee.</p> <p>(b) the ownership, possession or use by You or on Your behalf or by any person entitled to indemnity under this Section of any:</p> <p>(i) aircraft, aerial device or hovercraft</p> <p>(ii) watercraft exceeding 8 metres in length, railways, railway locomotives or carriages</p> <p>(iii) motor vehicle, trailer or plant:</p> <p>a. in circumstances to which road traffic legislation applies other than:</p> <p>i. where described in the Motor Contingent Liability Extension</p> <p>ii. the loading or unloading of any such vehicle, trailer or plant</p> <p>b. where a more specific insurance is in force</p> <p>(iv) pressure vessel, lifting apparatus or other item of plant owned by You or the maintenance for which You are responsible which has not been inspected to the extent required and approved by statutory regulations</p> <p>(v) firearms.</p> <p>(c) Damage to Property:</p> <p>(i) which You own or is loaned, leased, hired or rented to You</p> <p>(ii) which is held in trust or in the custody or control of:</p> <p>a. You</p> <p>b. any Employee</p> <p>c. any other party who is carrying out work on Your behalf</p> <p>(iii) being worked upon where the Damage is as a direct result of the work undertaken other than in the circumstances described in the Hired, Leased or Rented Premises Extension or the Personal Belongings Extension.</p> <p>d) Damage to or the cost incurred by anyone in repairing, removing, altering, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract).</p> <p>e) recalling or making any refund in respect of Products Supplied.</p> <p>f) the cost incurred by anyone in repairing, removing, altering, replacing, reapplying, rectifying, or reinstating defective work carried out by You or on Your behalf.</p> <p>(g)</p> <p>(i) liquidated damages</p> <p>(ii) penalty clauses</p> <p>(iii) fines</p> <p>(iv) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of</p>

compensatory damages or other non-compensatory damages.

- h) liability imposed on **You** solely by reason of the terms or any contract conditions or agreement in connection with **Products Supplied**.
- (i)
 - (i) the carrying out of any work
 - (ii) any **Products Supplied** which affects or could affect:
 - a. the navigation, propulsion or safety of any aircraft or other aerial device
 - b. the safety or operation of nuclear installations
 - c. the safety or operation of airports or aerodromes
 - d. runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
 - e. the braking, steering, suspension system or other critical systems of marine vessels, motor vehicles or rail vehicles.
- (g) any **Product Supplied** which to **Your** knowledge is for use in or supply directly or indirectly to the United States of America or Canada.
- (h) advice, certification, consultancy, design, formula, inspection, instruction, specification or testing provided separately by **You** or on **Your** behalf for a fee or under a separate contract.
- (i) any treatment given or administered by **You** or any of **Your Employees**, or the failure to give advice or treatment or any lack of professional duty or skill.
- (j) errors in connection with the sale, supply, making up, prescribing or dispensing of any drug, medicine, medical, cosmetic or toilet preparation.
- (k) **Pollution or Contamination** other than 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 takes place.
- (l)
 - (i) exposure to
 - (ii) inhalation of
 - (iii) fears of the consequences of exposure to or the inhalation of
 - (iv) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of **Asbestos** including any product containing **Asbestos**.
- (m)
 - (i) work in or on, or travel to, from or within
 - (ii) **Products Supplied**, which to **Your** knowledge is for use in or
 - On;
 - a. any offshore;
 - b. accommodation, exploration, drilling or production rig or platform
 - c. support vessel.
- (n) In respect of Damage to Property the Excess shown in the Schedule.

- (o) Any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or **Loss of Data** resulting directly or indirectly from or in connection with
- (i) Virus or Similar Mechanism
 - (ii) Denial of Service Attack
 - (iii) unauthorised access to or use of Computer and Electronic Equipment.
- However, **We** will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.
- (p) abuse or molestation
 - (q) non-invasive treatment
any physician, surgeon or dentist providing medical diagnosis,
prescription, treatment or advice. However, this does not apply to any non-invasive treatment provided by a fully qualified employee or a trainee under the direct supervision of a fully qualified employee.
 - (r) Professional advice

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Premium Adjustment

If the premium under this Section is based on estimates provided by **You**, **You** shall keep accurate records containing all relevant information. **You** shall at all times allow **Us** to inspect such records and shall supply such particulars and information as **We** may require within one month from the expiry of each **Period of Insurance** and the premium shall then be adjusted by **Us**, subject to any minimum premium chargeable for the risk being retained by **Us**.

3. Bodily Injury to participants

We will not make any payment for any claim or loss directly or indirectly due to **bodily injury** to any **participant** whilst taking part in any contact or shooting sport or activity, including but not limited to football, rugby, boxing, martial arts, hockey wrestling, archery or competitive shooting.

4 Professional athletes

We will not make any payment for any claim or loss directly or indirectly due to elite level or the coaching or training of any professional sports persons or athletes.

Section I also provides the following Cover Enhancements

1. Additional Activities

The **Business** includes:

- (a) ownership, use and upkeep of the **Premises**, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any **Employee**
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any **Employee**, with **Your** prior consent, for **You** or any director or **Employee**.

2. Claims against members

If, as a result of **your activities**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a **member**, **we** will treat such claim as if made against **you** and make the same payment to such **member** that **we** would have made to **you**, provided that the **member** to be indemnified:

- (a) accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;

- (b) has not admitted liability or prejudiced the defence of the claim before **we** are notified of it; and
- (c) gives us the information and co-operation **we** reasonably require for dealing with the claim.
- (d) This includes a claim brought by another **member**, but not a claim brought by the insured named in the schedule or, if applicable, any **additional insured**.

3. Claims occurring

What is covered, Claims against you;

If, as a result of **your activities**, any party brings a claim against **you** for:

- (a) **bodily injury** or **property damage** occurring within the **territorial limits** and during the **period of insurance**; or
- (b) **personal injury** or **denial of access** committed within the **territorial limits** and during the **period of insurance**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

4. Contractual Liability

We will compensate **You** in respect of liability for **Bodily injury** or **Damage to Property** imposed on **You** solely by reason of the terms of any agreement.

Provided that the conduct and control of any claim is vested in **Us**.

We will not provide indemnity in respect of any agreement for or including the performance of work outside the United Kingdom, the Isle of Man or the Channel Islands.

5. Consumer Protection Act 1987 – Legal Defence Costs

We will compensate **You** for all **Costs and Expenses** in respect of the defence of a prosecution or in connection with an appeal against criminal prosecution and conviction in respect of a breach of Part II of the Consumer Protection Act 1987 that has occurred during the **Period of Insurance** in connection with the **Business**.

Provided that **We** will not be liable for:

- (a) the payment of fines or penalties
- (b) a breach that was as a result of an intentional or deliberate act
- (c) liability arising outside the United Kingdom, the Isle of Man and the Channel Islands.

6. Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Expense Costs

We will compensate **You** in respect of:

- (a) legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity:

- (a) unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the United Kingdom, the Isle of Man and the Channel Islands and in connection with the **Business**
- (b) in respect of proceedings which:
 - (i) result from any deliberate act or omission by **You**
 - (ii) relate to any **Employee**
- (c) in respect of any:
 - (i) fines
 - (ii) remedial or publicity orders or any steps required to be taken by such orders
- (d) where indemnity is provided by another insurance policy.

7. Costs of Court Attendance

We will compensate **You** if, at **Our** request, any director, partner or **Employee** is attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The most **We** will pay is:

- (a) for each director or partner: £250 per day
- (b) for each **Employee**: £150 per day

8. Cross Liabilities

We will compensate each party:

- (a) named as the Insured in the **Schedule**
- (b) entitled to indemnity under this Section

as if a separate policy had been issued to each.

The total amount payable will not exceed the **Limit of Indemnity** regardless of the number of parties claiming to be indemnified.

9. Data Protection

We will compensate **You** in respect of:

- (a) legal fees and defence costs
- (b) legal liability for **Compensation** to an individual:
 - (i) the subject of personal data **You** hold and
 - (ii) who suffers material or non-material damage caused by:
 - a. inaccuracy of data
 - b. loss of the data
 - c. unauthorised destruction or disclosure of the data

arising from proceedings brought against **You** under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum **We** will pay for all claims happening during any one **Period of Insurance** is £1,000,000.

We will not provide indemnity in respect of:

- (a) (i) **Personal Injury** other than as provided by this Extension
- (ii) **Damage to Property**
- (iii) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
- (iv) libel, slander or defamation.
- (b) consequential loss.
- (c) liability:
 - (i) as a result of **You** having authorised the destruction or disclosure of the data
 - (ii) which could reasonably have been expected to arise as a result of any other deliberate act or omission by **You** or any **Employee**.
- (d) any fine or statutory payment.
- (e) liability which arises solely by reason of the terms of any agreement.
- (f) liability in respect of liquidated damages or under any penalty clause.
- (g) legal costs or expenses or financial losses in respect of any order
 - (i) for rectification or erasure of data
 - (ii) requiring that data to be supplemented by any other statements.
- (h) proceedings relating to **Compensation** for any **Employee** if the Employers' Liability Section of this policy is not in force.

10. Defamation

If, as a result of **your activities** performed during the **period of insurance** within the **territorial limits**, any party brings a claim against **you** or any **member** for defamation, **we** will indemnify **you** against the sums **you** or such **member** have to pay as compensation.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

We will not make any payment for defamation:

- (a) for any claim which arises out of any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication;
- (b) or for any claim brought outside the United Kingdom and Northern Ireland.

We will not make any payment under this section unless **you** or any **member** notifies **us**;

- (i) immediately and in any event within 7 days of:
- (ii) a claim or anything which may give rise to a claim for or arising out of **bodily injury**;
- (iii) any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body.
- (iv) promptly of any other claim or anything which may give rise to any other claim against **you** or any **member**, including **your** or a **member's** discovery that **products** are defective.

11. Defective Premises

We will compensate **You** in respect of liability arising for accidental **Bodily Injury** or **Damage to Property** arising under

- (a) the Defective Premises Act 1972
- (b) the Defective Premises (Northern Ireland) Order 1975 in connection with any **Premises** which **You** previously owned or occupied for the purposes of the **Business**. **We** will not compensate **You** in respect of the cost of rectifying any defect or alleged defect in such **Premises**.

12. Food Safety Act – Legal Defence Costs

We will compensate **You** for all **Costs and Expenses** in respect of the defence of a prosecution or in connection with an appeal against criminal prosecution and conviction in respect of a breach of Part II of the Food Safety Act 1990 that has occurred during the **Period of Insurance** in connection with the **Business**.

Provided that **We** will not be liable for:

- (a) the payment of fines or penalties
- (b) a breach that was as a result of an intentional or deliberate act
- (c) liability arising outside the United Kingdom, the Isle of Man or the Channel Islands.

13. Health and Safety Legislation – Legal Defence Costs

We will compensate **You** and, at **Your** request any of **Your** directors, partners or **Employees** in respect of:

- (a) legal fees and expenses in defending proceedings, including appeals
- (b) prosecution costs awarded against **You** or any director, partner or **Employee** arising from any health and safety inquiry or criminal proceedings in respect of any health and safety legislation of the United Kingdom, the Isle of Man or the Channel Islands.

We will not compensate **You**:

- (i) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** and in the course of the **Business** within the United Kingdom, the Isle of Man or the Channel Islands.
- (ii) in respect of:
 - a. fines or penalties of any kind
 - b. proceedings resulting from any deliberate act or omission of any party claiming to be indemnified
- (iii) proceedings relating to the health, safety or welfare of any **Employee**.
- (iv) where indemnity is provided by another insurance policy.

14. Hired, Leased or Rented Premises

We will compensate **You** in respect of **Your** legal liability as a result of accidental **Damage to Premises** (including fixtures and fittings) within the United Kingdom, the Isle of Man and the Channel Islands, not owned by **You** but which **You** hire, rent or occupy in connection with the Business.

We will not compensate **You** in respect of

- (a) liability imposed on **You** solely by reason of the terms of the hiring or renting agreement
- (b) legal liability as a result of **Damage** against which the hiring or renting agreement specifies that insurance is taken out by **You** or on **Your** behalf.

15. Indemnity to Other Persons

We will compensate:

- (a) **Your** personal representatives in respect of legal liability **You** incur
- (b) at **Your** request:
 - (i) any director, partner or **Employee** of **Yours**
 - (ii) the officers, committee and members of **Your**
 - a. catering social, sports, educational, medical, dental and welfare organisations
 - b. fire, security, first aid and ambulance services
 - (iii) any Principal for whom **You** are carrying out a contract but only to the extent required by the contract conditions
- (c) those who hire plant to the extent required by the hiring conditions.
- (d) or the personal representatives of these persons against legal liability in respect of which **You** would have been entitled to indemnity if the claim had been made against **You**.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

16. Motor Contingent Liability

We will compensate **You or any member** in respect of **Your** legal liability as a result of accidental:

- (a) **Bodily Injury**
- (b) **Damage to Property**

arising out of the use:

- (a) in the United Kingdom, the Isle of Man and the Channel Islands and
- (b) in connection with the **Business**

of any motor vehicle or trailer attached thereto not belonging, loaned, leased, hired or rented to or provided by **You**.

We will not compensate **You**

- (a) in respect of **Damage** to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (b) while the vehicle is being driven by:
 - (i) **You**
 - (ii) a person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (c) if indemnity is provided by another insurance policy.

17. Overseas Personal Liability

We will compensate:

- (a) **You**
- (b) And at **Your** request any director, partner or **Employee**

while temporarily outside the United Kingdom, the Isle of Man and the Channel Islands in connection with the **Business** in respect of legal liability as a result of accidental:

- (a) **Bodily Injury**
- (b) **Damage to Property**

incurred in a personal capacity.

We will also compensate any accompanying spouse or children.

Where the **Policyholder** is an individual the indemnity will also apply within the United Kingdom, the Isle of Man and the Channel Islands whilst away from **Your Business Premises** in connection with the **Business**.

We will not provide indemnity:

- (a) where liability arises from
 - (i) any agreement unless liability would have existed otherwise
 - (ii) ownership or occupation of land or **Buildings**
 - (iii) the carrying on of any trade or profession
 - (iv) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
- (b) where indemnity is provided by another insurance policy.

18. sports tuition, instruction or advice

What is not covered, Professional advice is amended as to read as follows:

designs, plans, specifications, formulae, directions or advice prepared or given by you, any person on your behalf or any member, other than sports tuition, instruction or advice provided by a fully qualified employee.

19. Terrorism

For claims arising from **terrorism**, the most **we** will pay is £2,000,000 for the total of all claims and their **defence costs**. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.

What is not covered: War and nuclear

Section J – Personal accident

Section Definitions

(also refer to the Policy Definitions)

Accidental bodily injury

Bodily injury, which is caused by accidental means, and which shall, solely and independently of any other cause, result in the Insured Person's death, disablement, or permanent disability (continental scale), within 104 weeks from the date of such accident.

Disablement

Loss of sight, loss of hearing, loss of limb or loss of speech.

Funeral expenses

Reasonable costs of funeral provision and expenses connected with a valid claim under this section for an **insured person's** death arising directly from **accidental bodily injury**, incurred with **our** prior written consent. This includes repatriation expenses.

Inception

Start date of the **period of insurance** as shown in the schedule.

Insured person

As described in the schedule, provided that they are:

- (a) under 70 years old at **inception**;
- (b) legally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

Loss of sight

The permanent and total loss of sight which shall be considered as having occurred:

- (a) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- (b) in one eye if the degree of sight remaining after correction is 6/60 or less on the Snellen Scale.

Loss of hearing

Permanent and total loss of hearing in an ear.

Loss of limb

The permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use thereof.

Loss of speech

Permanent and total loss of speech.

Medical expenses

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges incurred with **our** prior written consent in connection with a valid claim under this section.

Operative time

The time when the **insured person** is covered under this section as shown in the schedule.

Permanent total Disablement

Disablement, caused other than by Loss of Limb or Loss of Sight or speech or hearing, which in the opinion of a medical expert prevents the Insured Person from engaging totally in their usual occupation for fifty-two consecutive weeks and is without expectation of recovery.

Retraining expenses

Reasonable expenses incurred by **you** with **our** prior written consent in the retraining of an **insured person** for an alternative occupation in connection with a valid claim for the **disablement** of that **insured person** under this section.

Recruitment expenses

Reasonable expenses incurred by **you** with **our** prior written consent in the recruitment and selection process for the replacement of an **insured person** in connection with a valid claim for **accidental bodily injury** to that **insured person** under this section.

The Cover

What is covered	What is not covered
<p>We will pay you the benefit shown in the schedule if an insured person suffers accidental bodily injury.</p> <p>We will also pay:</p> <ul style="list-style-type: none"> (a) medical expenses incurred by the insured person; (b) uneral expenses incurred; and (c) retraining expenses and recruitment expenses incurred by you; (d) in connection with a valid claim for the accidental bodily injury. 	<p>Hazardous pursuits sustained while taking part in:</p> <ul style="list-style-type: none"> (a) the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition. <p>Off piste skiing is only covered if the insured person is accompanied by a suitably experienced guide;</p> <ul style="list-style-type: none"> (b) the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. <p>Any other scuba diving activities are only covered if the insured person:</p> <ul style="list-style-type: none"> (i) holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the (i) relevant Club or Association rules and guidelines at all times; or dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times; (c) potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering, coastering or rock-climbing for which the insured person would normally need to use ropes or guides, bungee jumping, white-water rafting or any other activity with a similar increased risk of physical injury; (d) armed forces activities including operations, exercises or training; (e) flying as a pilot or aircrew or any other aerial <p>Other exclusions directly or indirectly arising out of or contributed to by:</p> <ul style="list-style-type: none"> (a) the insured person taking or using drugs or controlled substances (other than drugs prescribed by their medical practitioner and used properly); (b) the insured person committing or attempting suicide or deliberately injuring themselves; (c) the insured person deliberately exposing themselves to exceptional danger unless trying to save a human life; (d) any criminal act: <ul style="list-style-type: none"> (i) by the insured person; or (ii) by you or on your behalf. (e) any physical defect, infirmity or medical condition known to the insured person at inception, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before inception; (f) war, terrorism or nuclear risks.

Section Conditions

(also refer to the General Policy Conditions)

We will not make any payment under this section unless:

- (a) **you** notify **us** promptly of any injury to or death of an **insured person** which might be covered under this section;
- (b) the **insured person** sees a suitably qualified medical practitioner as soon as possible after suffering injury and follows any medical advice they are given.

If **we** consider it necessary, the **insured person** must allow a medical adviser chosen by **us** to examine them and to see all medical records.

Section J also provides the following Cover Enhancements

Funeral expenses

We will also pay funeral expenses incurred in connection with an accidental bodily injury up to the amount shown in the schedule for each insured person.

Medical expenses

We will also pay medical expenses incurred in connection with an accidental bodily injury up to the amount shown in the schedule for each insured person.

Recruitment expenses

We will also pay recruitment expenses incurred in connection with an accidental bodily injury up to the amount shown in the schedule for each insured person.

Retraining expenses

We will also pay retraining expenses incurred in connection with an accidental bodily injury

Section K – Commercial Legal Protection

This insurance is managed and provided by Arc Legal Assistance Limited. The insurance elements of this section are underwritten by the **Insurer**, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other **Adviser's** fees unless court **Proceedings** are issued, or a **Conflict of Interest** arises. Where it is necessary to start court **Proceedings** or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Legal Costs and Expenses** payable by **Us** are limited to no more than (a) **Our Standard Legal Costs and Expenses**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

TELEPHONE HELPLINES

A. Legal Expenses Helpline

The **Legal Expenses Helpline** service may be used to discuss any problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man. Simply telephone **0344 770 1040** quoting "**Bspoke Commercial LEI**" and ask to speak to a legal **Adviser**. This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a claim, **You** must use the helpline first.

B. HOW TO MAKE A CLAIM – EMPLOYMENT COVER

You will give **Us** immediate notice in writing of any **Proceedings** or suit made or brought against **You** or believed by **You** to be considered and any summons or other process served or threatened to be served and any event which may give rise to **Proceedings** against **You**.

There will be no cover under this policy unless **You** have either:

1. Followed the formal **ACAS** procedure; or
2. **You** have sought and followed the advice of the **Legal Expenses Helpline** as to the procedure to be adopted and have received specific authorisation from the **Legal Expenses Helpline**:
 - a) prior to carrying out any disciplinary procedure or action or suspension of an **Employee**;
 - b) prior to **Dismissal** of an **Employee**;
 - c) prior to notifying an **Employee** of their intended retirement date or retiring an **Employee**;
 - d) prior to instituting a redundancy programme and prior to making an **Employee** redundant;
 - e) upon notification formally or informally of a grievance from an **Employee** or ex-**Employee**;
 - f) upon notification formally or informally of a complaint relating to discrimination victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation;
 - g) prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employee's** remuneration);
 - h) immediately an **Employee** walks out with or without written notice;
 - i) upon receipt of an appeal from an **Employee** or ex-**Employee** against a decision taken as a result of a disciplinary or grievance procedure or retirement procedure or a decision to dismiss
 - j) arising out of or in connection with any business transfer or purported business transfer falling within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.

If **You** do not tell **Us** within 180 days and within the **Period of Insurance** about this event, any claim resulting from that event will not be covered.

Failure to seek and follow the advice of the helpline in any of the above situations will mean that any claim arising as a result of the action will not be covered.

1. If **You** receive a form ET1 (claim form) from an employment tribunal and wish to obtain indemnity under this cover **You** should notify the **Legal Expenses Helpline**. This must be done immediately because of the statutory 28 days' time limit for returning a response form (ET3) or responding on-line. The response form should be left blank for completion by **Your Adviser**. Upon request, **You** must complete a claim form by visiting <https://claims.arclegal.co.uk> and forward it to **Us** immediately. Alternatively, **We** will send **You** a claim form.

2. If a former **Employee** requests a written statement of reasons for **Dismissal**, **You** must contact the **Legal Expenses Helpline**, not later than 7 days from the request and prior to the statement being given.
3. If **You** intend to make a significant alteration to an **Employee's** terms of employment **You** must telephone the **Legal Expenses Helpline** first and follow their advice.

C. HOW TO MAKE A CLAIM – PROSECUTION DEFENCE FOR EMPLOYERS AND EMPLOYEES – HEALTH AND SAFETY PROSECUTIONS

There will be no cover under this policy unless **You** have sought and followed the advice from the **Legal Expenses Helpline** as to the procedure to be adopted and has received specific authorisation:

1. becoming aware of an event which could lead to a prosecution being brought under health and safety legislation; or
2. being contacted by the Police or any enforcing authority informing **You** of an intention to prosecute or to question or interview **You** about an alleged offence, or event which could result in an offence being committed.

If **You** do not tell **Us** about this event within 180 days and within the **Period of Insurance**, any claim resulting from that event will not be covered. **Legal Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance. **You** can complete and submit **Your** claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

D. HOW TO MAKE A CLAIM – TAX

There will be no cover under this policy unless **You** have obtained specific authorisation from the **Legal Expenses Helpline** and then sought and followed the advice as to the procedure to be adopted on receiving:

1. a written decision, notification of dissatisfaction or assessment issued by HM Revenue & Customs following an examination of **Your** books, records or accounts;
2. a notification in writing by the relevant authority of an HM Revenue & Customs enquiry, investigation or dispute;
3. an enquiry following a control visit by HM Revenue & Customs into the operation of PAYE and NIC resulting in a letter of dissatisfaction with **Your** affairs;
4. an enquiry conducted into the status of **You** under the Social Security Contributions (Intermediaries) Regulations 2000 and/or the Welfare Reform and Pensions Act 1999 and/or the Finance Act 2000;
5. an enquiry by HM Revenue & Customs into **Your** self-assessment return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 together with a request to examine **Your** books and records; or
6. an enquiry by HM Revenue & Customs which is limited to one or more specific aspects of the customer's self-assessment Return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which does not include a request to examine all **Your** books and records.

If **You** do not tell **Us** about this event within 180 days and within the **Period of Insurance**, any claim resulting from that event will not be covered. **Legal Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance. **You** can complete and submit **Your** claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

E. HOW TO MAKE A CLAIM

(ALL OTHER SECTIONS OF COVER)

Potential claims must be notified to **Us** by telephoning the **Legal Expenses Helpline** and before instructing an **Adviser**. **You** must make **Your** claim as soon as **You** are, or should reasonably have been, aware of any event which has resulted in, or could result in an **Insured Event**. (If **You** do not tell **Us** about this event within 180 days, and within the **Period of Insurance**, any claim resulting from that event will not be covered). **You** must follow the advice of the **Legal Expenses Helpline**. **Legal Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance **You** can complete and submit **Your** claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

1. IMPORTANT CONDITIONS

If **Your** claim is covered under this insurance and no exclusions apply then it is vital that **You** comply with the conditions of this insurance

in order for **Your** claim to proceed. The conditions applicable to this insurance are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Claims Made

This is a "Claims Made" insurance contract which means it only covers claims notified to **Us** during the **Period of Insurance** and within 180 days, of any circumstance which may give rise to any claim. Failure to do so would lead **Us** to decline a claim for indemnity under this insurance.

Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Legal Costs and Expenses** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Legal Costs and Expenses** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Employment Matters

There will be no cover under this policy unless **You** have either sought and followed:

1. the formal **ACAS** procedure; or
2. the advice of the **Legal Expenses Helpline** as to the procedure to be adopted and have received specific authorisation from the **Legal Expenses Helpline** in relation to employment matters.

See the 'How to Make a Claim – Employment' section for further details.

Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to the **Insurer** before this policy starts, at each renewal and when **You** make any amendment(s) to cover.

This means **You** must:

- a) disclose all material facts of which **You** know or ought to know.
- b) make the disclosure in a reasonably clear and accessible way.
- c) make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence the **Insurer's** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

- (a) If **You** are an individual (such as a sole trader or individual partner):
 - what is known to **You** and anybody who is responsible for arranging this insurance, orif **You** are not an individual (such as a limited company or partnership):
 - what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
- (b) what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to the **Insurer**, then:

- where the breach was deliberate or reckless, the **Insurer** may void this policy, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer would not** have agreed to provide cover under the policy on any terms, they may avoid this policy and refuse all claims, but they will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, they would have agreed to provide cover under this policy but on different terms (other than premium terms), they may require that this policy includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would have agreed to provide cover under this policy but would have charged higher premiums, the **Insurer's** liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium that would have been charged.

For example: if, due to a breach of fair presentation, **You** were charged a premium of £x but should have been charged £y, then for any claim submitted and agreed at a settlement value of £z, **You** will only be paid £a.

Excluded Trades

There is no cover under this policy if **You** are engaged in the following business activities:

- Aircraft / aerospace
- Gaming gambling and night clubs
- Fairgrounds and amusement arcades
- Waste / refuse disposal
- Solicitors
- Professional sporting clubs
- Builders and allied trades
- Care/nursing homes
- Educational establishments
- Recruitment agencies and umbrella companies
- Financial Services
- Gentlemen's clubs and other venues providing entertainment in the form of lap dancing, table dancing, pole dancing and/or where striptease and/or erotic dance is regularly performed

Advice and Authorisation Procedures

There will be no cover under this insurance contract unless **You** follow the advice and authorisation procedures set out in the 'How to Make a Claim' section.

2. COVER

This insurance provides indemnity in respect of **Legal Costs and Expenses** up to the **Maximum Amount Payable** where:

- a) The **Insured Event** is notified to **Us** during the **Period of Insurance** and within 180 days of occurrence
- b) The **Insured Event** and any **Proceedings** take place within the **Territorial Limits**

This section is broken down into two sections: Definitions and Sections of Cover. The Definitions section sets out the meaning of important terms which will be used throughout this insurance. Wherever **You** see a term highlighted in this policy, it refers to a definition contained in that section. The Sections of Cover sets out in detail what **You** are and what **You** are not insured against. Read this carefully together with the exclusions and conditions of this insurance before **You** make a claim.

DEFINITIONS

ACAS

The Advisory, Conciliation and Arbitration Service which provides free and impartial information and advice to employers and **Employees** on all aspects of workplace relations and employment law.

Adviser

Our panel solicitors, or their agents, an accountant or other appropriately qualified person, firm or company appointed by the **Insurers** to act for **You**, or, and subject to the **Insurers** agreement, where **Proceedings** have been issued, another legal **Adviser** nominated by **You**.

Aggregate Amount Payable

The maximum **We** will pay for all claims arising under this insurance in one **Period of Insurance**. The **Aggregate Amount Payable** is £100,000.

Attendance Expenses

Means the actual loss of earnings of any **Employee**, or other officer of **Yours** for the period they are absent from work to attend at any court or tribunal hearing either:

- a) As a witness on **Your** behalf and at the request of the **Adviser** in respect of a matter involving a valid claim under this insurance;
- b) As a party to the **Proceedings** and at the request of the **Adviser** in respect of a matter involving a valid claim under this insurance;
- c) While attending Jury Service

For each half or full day of such attendance and shall be calculated on the basis that the period of absence from work shall be calculated to the nearest half day, taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day

The maximum payable in respect of one eight-hour period shall be £100 per person

Awards of Compensation

Basic and compensatory **Awards of Compensation** which **You** must pay as a result of judgment in a dispute under legislation following a claim under sub-section (b) of the 'Employment Disputes and Compensation Awards' section of cover or

An out-of-court settlement of a claim under sub-section (b) of the 'Employment Disputes and Compensation Awards' section of cover; or to which **We** have given **Our** prior written consent.

Business Premises

The **Business Premises** declared to and accepted by **Us**.

Conditional Fee Agreement

An agreement between **You** and the **Adviser** or between **Us** and the **Adviser** which sets out the terms under which the **Adviser** will charge **You** or **Us** for their own fees.

Conflict of Interest

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

Data Controller

The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.

Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

Dismissal

The termination of an **Employee's Contract of Employment** by:

- a) **You**, giving notice to the **Employee**;
- b) **You** because of an **Employee's** gross misconduct;
- c) The expiry of a limited-term without renewal;
- d) An **Employee** by reason of **Your** conduct.

Any **Dismissals** must be handled in accordance with the advice provided by the **Legal Expenses Helpline** or the formal **ACAS** procedure.

Director

Your Director(s) including executive officers.

Employee / Your Employees

Any person who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment** with **You** in connection with the business insured under this policy

HMRC

H.M. Revenue and Customs in the United Kingdom.

Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

Employment

In employment disputes the **Insured Event** will be the receipt of an ETI Employment Tribunal Claim Form.

Tax

In accountancy matters the **Insured Event** arises on the date that **You** or **Your Adviser** are contacted either verbally or in writing, by the relevant department of **HMRC** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

Criminal Proceedings

In criminal cases the **Insured Event** will be the date that **You** commenced or are alleged to have commenced to violate the criminal law in question.

Jury Service

In a claim arising from jury service the **Insured Event** arises at the end of the period of jury service, at which point **You** can submit a claim.

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Insurers

AmTrust Specialty Limited

Legal Costs and Expenses

Reasonable unrecovered fees and disbursements properly and necessarily incurred by the **Adviser** with **Our** prior written authority and any costs incurred by a third party, on the standard basis of any **Proceedings**, for which **You** may be made liable by order of a court or by agreement.

Legal Expenses Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

Maximum Amount Payable

The **Maximum Amount Payable** by **Us** in respect of an **Insured Event**, subject to the **Aggregate Amount Payable** is as shown on **Your** policy schedule under Section K – Commercial Legal Protection – Limit of Indemnity.

Period of Insurance

This insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn

Proceedings

Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought in the **Territorial Limits**.

Standard Legal Costs and Expenses

The level of **Legal Costs and Expenses** that would normally be incurred by **Us** in using an **Adviser** of **Our** choice, including **Our Conditional Fee Agreement**.

Statutory Licence

A licence issued under statute or statutory instrument or by government or local authority to **You** where the licence is necessary to engage in **Your** business or trade.

Territorial Limits**For Bodily Injury:**

The United Kingdom, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other sections:

The United Kingdom, The Channel Islands or The Isle of Man.

We/Us/Our/Ourselves

Arc Legal Assistance Limited acting on behalf of **Insurers**.

You/Your**Jury Service:**

The person(s) declared to and accepted by **Us** or the **Employees** or **Directors** of a company or companies declared to and accepted by **Us**.

All other Sections:

The person(s), company or companies declared to and accepted by **Us**.

Sections of Cover

Employment Disputes and Compensation Awards

What is insured:

Legal Costs and Expenses incurred by **You**:

- a) In defence of **Proceedings** brought in an employment tribunal, arising from a dispute with an **Employee** or ex-**Employee** relating to:
 - i) The **Contract of Employment** with **You**;
 - ii) Actual or alleged breaches of their statutory rights under employment legislation
- b) **Awards of Compensation** made against **You** arising from claims under section a) above

What is not insured:

Claims:

- a) Which are incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a **Contract of Employment**;
- b) Relating to the protection of **Employees'** rights when the organisation or service they work for transfers to a new employer and impact on **You** as the outgoing or incoming employer;
- c) Relating to equal terms;
- d) For redundancy payments or an award or settlement in relation to **Employees** dismissed because of redundancy where **You** have failed to comply with the legal requirements relating to redundancy;
- e) Arising from the **Dismissal** of any **Employee** or change to an **Employees** terms of employment unless the **Dismissal** or change to an **Employees** terms of employment is handled in accordance with either the advice provided and procedures laid down by the **Legal Expenses Helpline** as described in the conditions to this insurance or the formal **ACAS** procedure;
- f) Arising where the **Insured Event** was less than 90 days after the start of the first **Period of Insurance**, or less than 180 days after the start of the first **Period of Insurance**, if the **Employee** was at that time subject to disciplinary **Proceedings** or any verbal or written warning;
- g) For any **Awards of Compensation** made against **You** relating to trade union activities including membership or non-membership; or relating to pregnancy, maternity or paternity rights;
- h) For any **Awards of Compensation** made because of **Your** failure to provide written reasons for **Dismissal**;
- i) For any compensatory award specified in a reinstatement or re-engagement order or made because of **Your** failure to provide written reasons for a **Dismissal**;
- j) For any award to the extent that it relates to contractual rights accruing to the **Employee** or ex-**Employee** prior to the actual or alleged breach of the actual or alleged **Contract of Employment**;
- k) Relating to pension rights;
- l) Arising from **Your** failure to follow the process set out in the 'How to Make a Claim' section in this policy.

Bodily Injury

What is insured:

Legal Costs and Expenses and **Attendance Expenses** incurred by **Your Employee(s)** in the pursuit of **Proceedings** for damages, specific performance or injunction arising from or out of their death or bodily injury.

This cover extends to include members of an **Employee's** family who suffer bodily injury following an event that also causes bodily injury to **Your Employee**.

If the **Proceedings** are going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Proceedings** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Expenses Helpline** for advice on how to take **Your** case further.

What is not insured:

Claims

- a) Made against **You** by an **Employee**;
- b) For an accident/incident giving rise to bodily injury or death which occurred prior to the start of the first **Period of Insurance**;

- c) For any sickness or disease or any naturally occurring condition or degenerative process;
- d) For a condition which manifested itself prior to the start of the first **Period of Insurance**;
- e) For the defence of any claim for bodily injury;
- f) For medical negligence;
- g) Any claim under the small claims track.

Prosecution Defence for Employers and Employees

What is insured:

Legal Costs and Expenses incurred by:

- a) **You** arising from any act or omission – or alleged act or omission – which leads to **Your** prosecution in a court of criminal jurisdiction
- b) **You** arising from appeals by **You** against the service of improvement and prohibition notices under The Health and Safety at Work Act 1974
- c) **Your Employees or Directors**, concerning any matter arising out of his or her duties as **Your Employee** arising from any act or omission, or alleged act or omission, which leads to the prosecution of **Your Employee** in a court of criminal jurisdiction.

What is not insured:

Claims

- a) Arising from deliberate discrimination by **You**, or an **Employee** or a **Director** amounting to an act of unlawful discrimination;
- b) For incidents dealt by the Health and Safety Executive under the Fee for Intervention (FFI) cost recovery schemes under the Health and Safety (Fees) Regulations 2012;
- c) For criminal prosecutions brought under Health and Safety legislation;
- d) For damages, compensation, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction;
- e) Arising from a motor prosecution;
- f) Arising from **Your** prosecution alleging:
 - i) Intentional obstruction of a person in the execution of a warrant issued under **Data Protection Legislation** by **You** or by an **Employee**;
 - ii) Arising from **Your**, or an **Employee's**, failure to give a person executing such a warrant the assistance they reasonably require for its execution;
 - iii) Arising from prosecutions of **Employees** for personal matters which do not relate to their duties as **Your Employees**.
- g) Any costs or fees relating to Fees for Intervention

Contract

What is insured:

Legal Costs and Expenses arising from any dispute between **You** and a customer or supplier about a contract for the supply of goods or services where the total amount in dispute, or the amount due to be paid at the time of the dispute, is at least £250, but no more than £10,000.

The contract must have been either entered into:

- a) after the start of the first **Period of Insurance**; or
- b) before the start of the first **Period of Insurance** subject to **You** providing signed copies which confirm that the contract has been reviewed (and updated) at least once within the last 5 years and confirm that **You** are not aware of any circumstances which may lead to a claim.

What is not insured:

Claims

- a) For any **Insured Event** which occurs within 90 days of the start of the first **Period of Insurance**;
- b) For the recovery of a debt from a customer where the customer does not dispute that the money is owed to **You**;
- c) For any dispute **You** may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement;
- d) For the defence of any matter which should be covered under a professional indemnity insurance;
- e) Arising from the sale, lease, service, repair or test of a motor vehicle;
- f) Arising from a dispute over a financial services product, including payments which may be due under an insurance policy;
- g) Arising from a dispute with an **Employee** or former **Employee** arising from a **Contract of Employment**;

- h) Arising from any licence or franchise agreements;
- i) Arising from adjudication or arbitration proceedings;
- j) Arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services.

Debt Recovery

What is insured:

Legal Costs and Expenses incurred in order to recover money and interest due arising from a contract for the sale or supply of goods or services entered into after the start of the first **Period of Insurance** and where the total amount in dispute, or the amount due to be paid at the time of the dispute, is at least £250 but below £10,000.

What is not insured:

Claims

- a) For any **Insured Event** which occurs within 90 days of the start of the first **Period of Insurance**;
- b) Relating to a lease or licence or tenancy agreement;
- c) Arising from the purchase, sale, lease, service, repair or test of a motor vehicle;
- d) Relating to a financial services product, including payments which may be due under an insurance policy;
- e) Arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services;
- f) For the recovery of any amount due which the other party disputes on the basis of a defence.

Property Damage

What is insured:

Legal Costs and Expenses incurred in pursuit of **Proceedings** against a third party, other than an **Employee** or former **Employee**, following an act or omission relating to material property owned by **You** which results in, physical damage to that property.

What is not insured:

Claims

- a) Arising from a contract made between **You** and a third party;
- b) Arising from a lease or tenancy agreement applying to **Your Business Premises** and disputes relating to the occupation of land or property owned by **You**, by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on **Your** behalf;
- c) Involving:
 - i) Goods in transit
 - ii) Goods hired or lent to third parties
 - iii) Goods at premises other than those occupied by **You**, unless they are at the premises for the purpose of installation or use in work carried out by **You**
- d) Involving a motor vehicle belonging to **You** or in **Your** possession, except whilst on **Your Business Premises**.

Property Infringement

What is insured:

Legal Costs and Expenses incurred by **You** in **Proceedings** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Business Premises**.

What is not insured:

Disputes relating to a tenancy agreement or any other lease or licence to occupy property or land

Statutory Licence Protection

What is insured:

Legal Costs and Expenses and **Attendance Expenses** incurred by **You** in an appeal to the relevant statutory body, or in **Proceedings**

where the relevant authority suspends, revokes, alters the terms of or refuses to renew **Your Statutory Licences**.

What is not insured:

Claims

- a) Arising from an original application or standard renewal of a licence;
- b) Arising from a criminal prosecution.

Tax Disputes

What is insured:

Legal Costs and Expenses incurred by **You** and arising directly from:

a) **HMRC Enquiries and Disputes**

- i) A full or aspect enquiry by **HMRC** into **Your** corporation tax return following the issue of formal notification by **HMRC**;
- ii) Any challenge in writing by **HMRC** of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by **HMRC** into the operation of PAYE;
- iii) An enquiry conducted into the employment status of **Your Employees** under the PAYE and/or NIC Regulations or Part 2, Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35).

b) **VAT Disputes**

- i) A dispute following a compliance check or routine inspection undertaken by **HMRC** of **Your** VAT record-keeping;
- ii) An enquiry held under Section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of **HMRC** providing that at the culmination of such investigation it is proved that **You** were not found guilty of dishonesty, fraud or fraudulent intent.

What is not insured:

- a) Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by Special Civil Investigations Office, Boards Investigation Unit of any other special office of **HMRC**;
- b) Arising from or relating to attendance at a compliance and/or control review or routine inspection undertaken by **HMRC** (PAYE/NIC and/or VAT);
- c) Where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities;
- d) Where **You** have failed to give **Your** business status to the relevant authorities within a statutory period;
- e) Which originate from any enquiry, investigation or dispute which existed before the first **Period of Insurance**;
- f) Involving tax or National Insurance contributions avoidance schemes;
- g) Which occurs during the first 90 days of the first **Period of Insurance**;
- h) Where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements;
- i) Arising from a dispute as to whether an **Employee's** remuneration should fall under either PAYE or sub-contract rules;
- j) In respect of any dispute arising under the National Minimum Wage Act 1998 or the Tax Credits Act 2002;
- k) In any claim where the policyholder has adopted a tax avoidance scheme; or
- l) In respect of the preparation or rectification of self-assessment tax returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of **Your** affairs, including the reconciliation of annual accounts with VAT returns

Legal Costs and Expenses

- a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs;
- b) Incurred in dealing with aspect enquiries;
- c) Incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return;
- d) Arising after **You** receive a notice telling **You** that the enquiry has been completed; or
- e) Arising from or relating to a Tax Tribunal.

Conditions applicable to Tax Disputes

- a) **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to **HMRC** and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable;
- b) **You** must contact the **Legal Expenses Helpline** as soon as possible after the **Insured Event** and comply with the advice given; and

- c) **You** or **Your Adviser** should notify **Us** by contacting the **Legal Expenses Helpline** as soon as possible if **You** receive any invitation by **HMRC** to make an offer in settlement

In respect of **HMRC** enquiries **Your Adviser** must provide a copy of the **HMRC** notice of enquiry and a copy of the return giving rise to the enquiry.

Jury Service

What is insured:

Your Attendance Expenses for Jury Service.

GENERAL EXCLUSIONS

In addition to those exclusions detailed under the 'Important Conditions' section of this policy, the following exclusions apply to all sections of cover.

1. There is no cover for the following events:

- a) War, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
- b) Confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority
- c) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- d) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component
- e) **Proceedings** alleging seepage, pollution or contamination or the breach of any statute, regulation or ordinance prohibiting or controlling emissions or effluent of any kind or arising from any enforcement action or **Proceedings** brought under or pursuant to any such statutes, regulations or ordinances
- f) Any cyberattack or any attack which, while not designated as such, derives from the misuse, illegal operation, or hacking of a computer system, device, or hardware.

2. There is no cover where:

- a) **You** do not have the relevant section of cover in place
- b) **You** should have known when buying or renewing this insurance that the circumstances leading to a claim under this insurance already existed
- c) Something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Proceedings**
- d) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- e) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- f) **You** fail to instruct or give proper instructions to **Us** or to the **Adviser**
- g) **You** are responsible for anything which in **Our** reasonable opinion prejudices **Our** position in respect of the **Proceedings** or the success in the prosecution, defence or settlement of the **Proceedings**
- h) **You** fail to provide evidence or information reasonably required by **Us** to establish whether support can be provided under this cover
- i) In respect of the amount in excess of **Our Standard Legal Costs and Expenses**, **You** have elected to use an **Adviser** of **Your** own choice
- j) The **Insured Event** occurs outside of the **Territorial Limits**

3. There is no cover for:

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- c) Any claim **You** make which is false or fraudulent or exaggerated
- d) Defending legal actions arising from anything **You** did deliberately or recklessly
- e) Group Litigation - Any claim where **You** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause and/or **Your** claim may be affected by or affect the outcome of similar legal actions brought by other third parties.
- f) **Legal Costs and Expenses:**
 - i) Incurred in avoidable correspondence

- ii) Which are recoverable from a court, tribunal or elsewhere
- g) Damages, interest, fines or other penalties which **You** are ordered to pay unless provided for in this cover.
- h) The costs of an appeal unless **We** have given **Our** prior written consent to such costs being incurred.
- i) The fees of an expert witness without **Our** approval being obtained for the appointment of the expert witness and to the amount of his fees.
- j) Prior to the issue of court **Proceedings**, the legal costs and disbursements of a firm of solicitors instructed by **You** other than those of **Our** panel solicitors or their agents.

4. There is no cover for any claim directly or indirectly arising from:

- a) A dispute between **You** and someone **You** live with or have lived with
- b) An application for a judicial review
- c) Defending or pursuing new areas of law or test cases

5. There is no cover for claims:

- a) Where **You** fail to comply with the conditions of this insurance
- b) Arising from any deliberate criminal act or omission by **You**
- c) Involving prosecutions which allege dishonesty or intentional violence
- d) Notified to **Us** outside of the **Period of Insurance**
- e) Notified to **Us** more than 180 days, after the **Insured Event**
- f) For an application for a judicial review
- g) Made by or against **You** against or by **Us**
- h) Directly or indirectly caused by, contributed to or arising from:
 - i) Subsidence or mining or quarrying activities
 - ii) Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property
 - iii) Secrecy or confidentiality agreements (other than claims under Employment cover) and passing off
 - iv) Computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
 - v) Actual, planned or proposed works by or under the order of any government or public or local authority
 - vi) Planning law including town and country planning legislation
 - vii) The construction of or structural alteration to buildings or parts of buildings
 - viii) Libel or slander or malicious falsehood
- i) Where **You** act without **Our** consent or contrary to or in a manner different from **Our** advice or that of **Your Adviser**
- j) Made under this cover which do not arise from or relate to **Your** normal business as shown in the schedule
- k) Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination
- l) Which are false or fraudulent
- m) To defend or pursue new areas of law or test cases

6. Sanction Limitation and Exclusion Clause

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

7. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

8. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract is known as a third party. Third parties do not have any right to enforce any term of this contract unless they have a right or remedy other than by virtue of the Contracts (Rights of Third Parties) Act 1999.

We will not be bound by any agreement to which **We** are not a party.

9. Value Added Tax

If **You** are registered for VAT, the **Insurer** will not be liable to indemnify **You** for the VAT element of any legal expenses invoices.

CONDITIONS

This section should be read together with the 'Important Conditions' section.

1. Claims

- a) **You** must notify claims as soon as possible and, in any event, within 180 days of the **Insured Event**. There will be no cover under this if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.
- b) **We** may investigate the claim and take over and conduct the legal **Proceedings** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal **Proceedings**. **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court **Proceedings** or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Legal Costs and Expenses**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- c) The **Adviser** will:
 - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** advised of **Advisers' Costs** incurred.
 - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are accepted or rejected cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.
- i) Where **You** are awarded any kind of monies, those are to be paid to **Us** first.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

5. Fraud

In the event of fraud **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**.
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

6. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy or primary insurance policy, or would have been covered if this policy did not exist, **We** will only pay in excess of any other cover.

7. Cancellation

Your right to cancel:

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance adviser.

The **Insurer's** right to cancel

The **Insurer** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at www.arclegal.co.uk

What We do with Your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private / sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **Us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

CUSTOMER SERVICE – HOW TO MAKE A COMPLAINT

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 615000
Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)
Email: complaint.info@financial-ombudsman.org.uk

Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **Insurer** fails to carry out its responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100.

The Insurer and the Administrator

AmTrust Specialty Limited is the **Insurer** of this policy. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its financial services reference number is 202189. Registered in England & Wales under company number 01229676.

Its registered office is at:

Exchequer Court
33 St Mary Axe
London
EC3A 8AA
United Kingdom

Arc Legal Assistance Limited arranges and is the administrator of this policy. It is authorised and regulated by the Financial Conduct Authority. Its financial services reference number is 305958. Registered in England & Wales under company number 04672894.

Its registered office is at:

The Gatehouse

Lodge Park

Lodge Lane

Colchester

Essex

CO4 5NE

To check these details on the Financial Services Register, visit the website www.fca.org.uk/register or call the Financial Conduct Authority on 0800 111 6768.

Section L – Directors and Officers

Special definitions for this section

Bail costs	Costs incurred with our prior written agreement to pay for a bond or other financial instrument to guarantee an insured person's bail or equivalent in any other jurisdiction.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an insured person during the period of insurance seeking monetary damages or other legal relief or penalty alleging a wrongful act . Any extradition proceeding made against an insured person during the period of insurance .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend any claim made against an insured person or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any claim .
Employee	
1.	Any person under a contract of service with you .
2.	Any independent person seconded to you .
3.	Any applicant or candidate for employment with you .
Extradition proceeding	Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.
Health and safety/ manslaughter claim	Any claim against any insured person alleging involuntary, constructive or gross negligence manslaughter or any claim under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.
Insured person	
1.	Any natural person who was, is, or during the period of insurance becomes a partner, member, trustee, committee member, director or officer of you .
2.	Any de facto director of you whilst acting in such capacity for you .
3.	Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.
4.	Any employee of you .
5.	The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a claim against that person.
6.	The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person.
Investigation	An official examination, official enquiry or official investigation into your activities conducted by any regulator, government department or other body legally empowered. Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of your industry which is not solely related to your or any insured person's conduct.
Legal representation costs	Reasonable and necessary legal costs, fees, charges and expenses for which any insured person is legally liable, incurred with our prior written consent (not including remuneration of any insured person or other additional costs of yours) for legal representation directly in relation to an investigation .
Loss	In respect of a claim the amount any insured person becomes legally liable to pay for defence costs, legal representation costs , awards of damages including punitive and exemplary damages where legally permissible, awards of costs including claimants legal costs and expenses and settlements with our prior written agreement. Loss does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits, punitive and exemplary damages in relation to an employment claim or the multiplied portion of any damages award unless awarded for defamation.
Membership dispute	A claim brought against you by a member of your organisation challenging the outcome of any disciplinary procedure or decision regarding membership status.

Outside entity	<p>Any organisation other than you:</p> <p>1.that is tax exempt and not for profit; or</p> <p>2.in which you hold any issued share other than:</p> <p>Outside entity does not include:</p> <p>a.any company domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar; or</p> <p>b.any company traded on any recognised stock exchange; or</p> <p>c.any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer or similar organisation.</p>
Pollutant	Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).
Pollution	Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any pollutant .
Prior and pending litigation date	The date stated as the prior and pending litigation date in the schedule.
Securities	Any debt or equity interest in you .
Subsidiary	<p>Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar in which you:</p> <p>(a) own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or</p> <p>(b) control a majority of its voting rights under a written agreement with other shareholders or members. provided that such entity does not trade any of its securities on any United States of America exchange.</p> <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim against you or an insured person arising from a wrongful act committed before it ceased to be a subsidiary.</p>
Wrongful act	<p>Any actual or alleged act, error or omission committed or attempted by an insured person arising from the performance of the insured person's duties solely in their capacity as your director, trustee, committee member, officer or employee including:</p> <p>(a) breach of any duty, including fiduciary or statutory duty;</p> <p>(b) breach of trust;</p> <p>(c) negligence, negligent misstatement, misleading statement or negligent misrepresentation;</p> <p>(d) defamation;</p> <p>(e) wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation);</p> <p>(f) breach of warranty of authority;</p> <p>(g) any other act, error or omission attempted or allegedly committed or attempted by an insured person solely because of their status as a director, trustee, partner, committee member, officer or employee of you.</p>
You/your	Also includes a subsidiary , and any subsidiary created or acquired during the period of insurance but only for a claim against an insured person arising from a wrongful act committed after the date of creation or acquisition of such subsidiary . If you require cover for any newly created or acquired subsidiaries which do not fall within the above parameters, we will consider providing cover subject to you providing all appropriate information. We shall be entitled to amend the terms and conditions of this section during the period of insurance and may charge a reasonable additional premium.

The Cover

What is covered	What is not covered
<p>1. Claims against an insured person We will pay on behalf of any insured person the loss arising from a claim against any insured person for any wrongful act within the geographical limits.</p> <p>2. Charitable body, incorporated club or company reimbursement We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a claim against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess shown in the schedule. If you are permitted or obliged to provide such payment but fail to do so for any reason other than your insolvency, we will pay the amount of the claim less the relevant excess regardless of whether you advanced payment or indemnified an insured person for such loss.</p> <p>3. Health and safety/ manslaughter We will pay on your behalf loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a health and safety/manslaughter claim, including any equivalent legislation in any other jurisdiction, against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess shown in the schedule.</p> <p>4. Extradition proceedings We will pay on your behalf the loss arising from any extradition proceeding against any insured person during the period of insurance.</p> <p>5. Employment We will pay on behalf of any insured person the loss arising from an employment claim during the period of insurance brought by a current, former or potential employee of yours. This cover does not apply if the insured person is covered under the Management liability – employment practices liability section of this policy.</p> <p>6. Outside entity We will also indemnify the insured person against the sums that person has to pay as loss for a claim arising directly from any wrongful act the insured person commits in their capacity as a director or officer of an outside entity, provided that the insured person acts in that capacity at your specific written request and the claim does not arise from a wrongful act committed after the insured person ceased to act in this capacity. However, we will only pay in excess of any indemnity provided by the outside entity to its directors or officers and any other insurance available to its directors and officers.</p>	<p>We will not make any payment for any claim, loss or investigation:</p> <p>1. Deliberate or dishonest acts based upon, attributable to or arising out of: a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person; b. an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled; c. an act intended to secure or which does secure a profit for any other company or organisation where an insured person is a director, partner, officer, trustee or employee of such company. This exclusion will only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur. We may request that an opinion be obtained from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on us and the insured person. The costs of such opinion shall be met by us.</p> <p>2. Prior claims, investigations and circumstances based upon, attributable to or arising out of any claim, loss, investigation or anything likely to lead to a claim, loss or investigation, which you knew or ought reasonably to have known about, or that has been reported under any policy existing or expired, prior to the start of the period of insurance.</p> <p>3. Prior litigation based upon, attributable to or arising out of any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving an insured person, you or an outside entity initiated prior to the prior and pending litigation date.</p> <p>4. Defined benefit pension schemes based upon, attributable to or arising out of an insured person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.</p> <p>5. RICO/SEC/ERISA based upon, attributable to or arising out of the following legislation in the United States of America: a. any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments to this act or any rules or regulations made under it; b. any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction arising out of, involving or</p>

<p>7. Pension or employee benefit schemes We will pay on behalf of any insured person the loss in respect of a claim arising from an insured person's operation or administration of any pension or employee benefit scheme or trust fund of yours.</p> <p>8. Pollution We will pay on behalf of any insured person the loss in respect of a claim arising from pollution.</p>	<p>relating to the sale of securities; c. any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.</p> <p>6. Matters insurable elsewhere for mental or emotional distress (except an employment claim), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property. This exclusion shall not apply to any health and safety/manslaughter claim. based upon, attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation.</p> <p>This exclusion does not apply to legal representation costs or defence costs directly relating to any criminal or regulatory proceedings.</p>
<p>9. Representation Costs 1. We will pay on behalf of any insured person the legal representation costs arising from an investigation first notified as being required during the period of insurance.</p> <p>2. We will pay on your behalf the legal representation costs arising from an investigation against an insured person which you are legally obliged or permitted to pay on behalf of the insured person first notified as being required during the period of insurance.</p> <p>10. Bail costs We will pay on behalf of any insured person bail costs arising from a claim against an insured person for a wrongful act within the geographical limits.</p> <p>11. Additional defence costs In the event that the limit of indemnity for this section is exhausted we will pay for additional defence costs up to the amount stated in the schedule, provided that the insured person has previously not been the subject of a claim for a wrongful act or series of wrongful acts that led to the exhaustion of the limit of indemnity for this section.</p> <p>This additional cover applies to the payment of defence costs only.</p> <p>The most we will pay for the total of all claims and their defence costs and all legal representation costs for all insured persons of the policyholder is the limit of indemnity shown in the schedule irrespective of the number of claims made.</p> <p>The most we will pay for the total of all claims and their defence costs and all legal representation costs for insured persons of all additional insureds is the limit of indemnity shown in the schedule irrespective of the number of claims made.</p>	<p>7. Claims brought by a related party in the United States of America or Canada based upon, attributable to or arising out of any claim brought or maintained by you, an outside entity or an insured person within or subject to the laws of the United States of America or Canada, however this exclusion will not apply to:</p> <ol style="list-style-type: none"> defence costs; any shareholder derivative proceedings in your name without your or any insured person's solicitation, assistance or participation; any claim brought by your liquidator, receiver or administrative receiver or similar body; any employment claim; any claim made by a past insured person of you; any claim seeking a contribution or indemnity if such claim is otherwise covered by this section. <p>8. Breach of professional duty based upon, attributable to or arising out of any claim relating to a breach of or failure to provide professional duties or services, including a membership dispute. This exclusion will not apply to a claim by any of your shareholders including any shareholder derivative proceedings in your name without your or any insured person's voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.</p> <p>9. Shareholders brought by or on behalf of any company owning 15% or more of your issued share capital.</p> <p>10.</p> <p>11. Takeovers and mergers based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person after you merge or consolidate with another company or any party acquires more than 50% of your issued share capital.</p>

	<p>In the event of a subsidiary ceasing during the period of insurance to be a subsidiary cover under this section shall be amended to apply solely to loss arising out of any claim for a wrongful act committed by an insured person prior to the effective date of sale or dissolution.</p> <p>12. Share offerings based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person in relation to any actual public offering of your share capital unless we have given our prior written agreement and the policyholder has paid any additional premium and accepted any amendments we may require to the terms and conditions of this section.</p> <p>13. Financial advantage based upon, attributable to or arising out of the gaining of any financial advantage to which the insured person was not entitled, including the repayment of any wrongfully received monies.</p> <p>14. Claims outside the applicable courts based upon, attributable to or arising out of any claim or investigation brought outside the courts set out in the schedule under applicable courts.</p>
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Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Information provided by an insured person

All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person** and as such the knowledge of or any statement made by an **insured person** will not be imputed to any other **insured person** for the purposes of determining whether cover is available for any **claim** against such other **insured person**.

2. Extended notification period

If **we** or the **policyholder** refuses to renew this section of the **policy** for any reason other than non-payment of premium, administration, liquidation or insolvency, **you** or any **insured person** may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If **you** do so, the first paragraph of item 1 under **Your obligations** in this section will then be amended to:

We will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 12 months after it expires:

This extended notification period is only available if:

- (a) **we** receive written notice of purchase from **you** or an **insured person** and the premium within 30 days following the end of the **period of insurance**; and
- (b) this section of the **policy** is not replaced or succeeded by any other policy providing trustees, directors and individual officers liability cover; and
- (c) at the end of the **period of insurance**, you have not merged or consolidated with another company, nor has any party acquired 50% or more of **your** issued share capital.

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring policy, this does not constitute a refusal to renew.

The entire premium for this section is considered fully earned at the beginning of the extended notification period. **We** will not refund any premium if **you** or any **insured person** cancels the extended notification period before it ends.

The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.

You or any **insured person** will not have the right to purchase an extended notification period if:

- (a) **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital; or if cover under this section is continued solely as a result of the Former trustees and directors special condition; or
- (b) if this section or the **policy** is cancelled.

3. Takeovers and mergers extended notification period

In the event that **you** merge or consolidate with another company, or any party acquires more than 50% of **your** issued share capital, during the **period of insurance** **you** may on payment of an additional premium of 200% of the annual section premium request that this section continue in force for a period of 72 months from the expiry date of the current **period of insurance**, provided that such extension shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of such takeover or merger.

The extended notification period and former trustees and directors' special conditions shall not apply to any such extension.

4. Management buy-outs

f during the **period of insurance** the existing management conduct a management buy-out, **we** agree to provide cover to the same level and terms of this **policy** for the new company for a period of 30 days from the buy-out date for any **wrongful act** committed by any individual **insured person** subsequent to the buy-out.

We will only provide such cover if the new company is domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar.

This cover will only apply excess of any other insurance and indemnification available from any other source.

5. Former trustees and directors

In the event that **you** do not renew or replace this section of the **policy**, and only in respect of any **insured person** who ceases to be a trustee or director prior to the date of non-renewal for reasons other than disqualification or **your** insolvency, administration or liquidation from holding such a position, this section shall continue in force for a period of 120 months from the date of non-renewal

(the 'run-off period'), provided that:

- (a) this section shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of retirement of the **insured person**;
- (b) the run-off period shall run concurrently with any extended notification period;
- (c) no similar insurance is effected elsewhere;
- (d) this section or the **policy** has not been cancelled.

6. Notifications

We will not make any payment under this section:

- (a) unless **you** or an **insured person** notifies **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** or an **insured person** become aware of within the seven days before expiry:
 - (i) the **insured person's** first awareness of any **wrongful act**;
 - (ii) any **claim** or anything likely to lead to a **claim** against an **insured person** or the **insured person's** lawful spouse, civil or unmarried partner;
 - (iii) any **investigation** or anything likely to lead to an **investigation** into **you** or an **insured person**;
 - (iv) the threat or commencement of any disqualification proceedings against any **insured person**;
 - (v) the threat or commencement of proceedings against any **insured person** for pollution.
- (b) to any **insured person** who, prior to the **period of insurance**, had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**.
- (c) When dealing with a third party, **you** or the **insured person** must not admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without our prior written agreement. If **you** or an **insured person** does, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

7. Control of defence and payment of a claim

You and any **insured person** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** and the **insured person** should not do anything which may prejudice **our** position.

We have the right, but not the obligation, to take control of and conduct in **your** name or the name of any **insured person**, the investigation, settlement or defence of any **claim**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim**.

We shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and any **insured person** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section and/or is also made against **you** and any other person who is not an **insured person**, **we**, **you** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

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