



The Church of Scotland Insurance Scheme Policy Wording

Version 1.0 January 2025

Contents

This policy consists of individual Sections. You should read this policy in conjunction with The Schedule which confirms the Sections you are insured under and gives precise details of the extent of your insurance protection.

Contents	2
Introduction	3
Policy Introduction.....	4
Complaints Procedure	5
Policy Definitions	6
Property Damage - All Risks.....	11
Money and Assault	33
Business All Risks	38
Frozen Food	43
Machinery Damage	44
Loss of Revenue.....	53
Terrorism	65
Employers' Liability.....	70
Public and Products Liability.....	75
Group Personal Accident	88
Management Liability	96
Professional Indemnity.....	119
Policy Conditions	132
Policy Exceptions.....	138

Introduction

The Contract of Insurance

The contract of insurance between you and us consists of the following elements, which must be read together:

- your policy wording;
- the information contained on your risk presentation and Statement of Fact document issued by us;
- the policy schedule;
- any notice issued by us;
- any endorsement to your policy; and
- the information under the heading “Important Information” which we give you when you take out or renew your policy.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

Important

This policy is a legal contract. You must 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.

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.

You should keep a written record (including copies of letters) of any information You give Your insurance adviser when You renew this policy.

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.

Policy Introduction

The Insurer

Aviva Insurance Limited.

Registered in Scotland, No. SC002116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

Welcome to Aviva. We are committed to providing a first-class service. Aviva has the experience and longevity of a company who can trace its roots back to the establishment of the Hand in Hand Fire & Life Insurance Society in London in 1696.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in The Schedule, the information you have provided and the declaration you have made. Please read the policy and The Schedule carefully to ensure that the cover meets your requirements, and the details on The Schedule are correct.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

CHURCH OF SCOTLAND INSURANCE SERVICES LIMITED
121 GEORGE STREET
EDINBURGH
EH2 4YN

The Church of Scotland Insurance Services Limited is authorised and regulated by the Financial Conduct Authority, and administers the scheme from its office in Edinburgh.

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

- The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives, or
- In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business, or
- Should neither of the above be applicable, the law of England and Wales will apply.

Use of Language

All communications relating to this contract will be in English.

Complaints Procedure

What to do if you are unhappy

If you have a complaint about this insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem. Your insurance adviser may ask Aviva to handle your complaint.

What will happen if you complain

If your complaint is not resolved quickly:

- Your complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review your complaint.
- A thorough and impartial investigation will be carried out.
- You will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to you within eight weeks of receiving your complaint, this will inform you of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at www.financial-ombudsman.org.uk, where you will find further information.

Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See fscs.org.uk

Customers with Disabilities

All documentation is available in large print, audio and braille. Please contact your insurance adviser if you require any of these formats.

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the Sections of this policy headed 'Policy Introduction', 'Contents', 'Contact Details for Claims and Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

These Definitions do not apply to Management Liability and have no effect on that Section. All of the Definitions applying to Management Liability are stated in the Management Liability Section.

Authorised Volunteer

Volunteers acting under Your control whilst engaged in activities in connection with The Business.

Buildings

The building including:

- (1) landlords' fixtures and fittings, tenants improvements, annexes and outbuildings
- (2) fixed pews, pulpits, screen panelling, pipe organs, bells and clocks
- (3) walls, gates and fences, car parks, yards, barriers, forecourts, roads and pavements
- (4) underground pipes, cables and wires.

Communion Ware

Communion plate, crosses, candlesticks, vases, alms dishes, altar cloths, frontals and eucharistical vestments belonging to You or for which You have accepted responsibility.

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, telecommunications equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Contents

Machinery and plant, fixtures and fittings, musical instruments, Communion Ware and vestments, garden furniture and all other contents, Your property or held by You in trust including

- (1) Data Storage Materials, documents, manuscripts, business books, plans and designs which require to be replaced and are capable of being replaced, belonging to You or held by You in trust for which You are responsible but only for
 - (i) the value of the physical materials
 - (ii) the costs of labour incurred in replacing them and the Data thereon
 - (iii) the costs necessarily and reasonably incurred in collating such data from existing source material.

The maximum We will pay in respect of

- (a) documents, manuscripts, business books, plans and designs is £250,000
- (b) Data Storage Materials is £25,000

for any one claim and in any one Period of Insurance.

We will not pay for the value to You of any information lost.

- (2) computer and audio visual equipment. The maximum We will pay in respect of any one claim is £100,000, unless specifically noted on The Schedule.

- (3) pedal cycles, tools and other personal items belonging to You or any of Your Directors, Authorised Volunteers or Employees, customers or visitors but only if they are not otherwise insured.

The maximum We will pay in respect of any one person and any one claim is £2,500.

Damage

Physical loss destruction or damage

Data

All information which is electronically stored or represented, or 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, programs, 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.

Debris Removal

Costs and expenses necessarily incurred by You with Our consent for removal of debris, dismantling, demolishing, shoring or propping up of the parts of property which have suffered Damage insured under this Section.

We will not provide cover for costs or expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section.

Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial and/or spatial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank apparatus or pipe
- (9) falling trees
- (10) impact by any vehicle or animal or by goods falling from either
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your Directors, Authorised Volunteers or Employees.

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 or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Director

Any acting committee or subcommittee member of Yours whilst engaged in activities in connection with The Business.

Employee(s)

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) self-employed
- (4) under a work experience, training, study exchange or similar scheme
- (5) a voluntary worker
- (6) deemed by a Court of Law in the United Kingdom, to be an employee

while working under Your control in connection with the Business

- (7) an outworker or homeworker when engaged in work on Your behalf
- (8) a Minister when engaged in work on Your behalf.

Excess/Excesses

The amount(s), to be deducted after the application of any Average condition, specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises. You will repay any such amount paid by Us.

Failure

Any partial or complete reduction in the performance, availability, functionality or the ability to recognise or process any date or time of any Computer and Electronic Equipment, electronic means of communication or website.

Fees

Architects' surveyors, consulting engineers' legal and other fees necessarily incurred in the reinstatement of Property Insured following Damage by any contingency insured against but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scales of the various institutions and/or bodies relating to such charges.

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 loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Minister

Any minister of word and sacrament, ordained local minister, deacon or reader who is not The Policyholder.

Money

Any physical coin and/or bank currency note, postal and money order, bankers' draft, cheque and giro cheque, crossed warrant, bill of exchange and securities for money, postage, revenue, national insurance and holiday with pay stamp, national insurance and holiday with pay card, national savings certificate, war bond, premium savings bond and franking machine impression, credit company sales voucher, luncheon voucher and trading stamp, VAT invoice, all of which are current and legal tender.

Period of Insurance

From the effective date until the expiry date, both shown in The Schedule, or any subsequent period for which We accept payment for renewal of this policy.

Prescribed Territories

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

Residential Building

Building which is a private dwelling or manse.

Stock and Materials in Trade

Stock and Materials in Trade belonging to You or held by You in trust or on commission for which You are responsible, at The Premises.

The Business

Ecclesiastical activities, including but not limited to food banks, gardens, cafes, restaurants and charity shops and any activity conducted for the benefit of the church or other charitable purposes which are wholly and entirely controlled and operated by the Kirk Session of the parish church or organisation named in The Schedule or any governing court, committee or congregational board as designated by its constitution.

The Premises

The premises specified in The Schedule.

The Schedule

The document(s) which specifies details of The Policyholder, The Premises, Insured Persons, Property Insured, Sums Insured, Limits of Indemnity, any Excess(es), Operative Time of Cover, any Deferment Period(s), Endorsements and Conditions applying to this policy.

Unattended Vehicle

Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

Unoccupied

Any building or portion of a building that is

- (1) not physically occupied by You, Your Directors or Your Employees for ecclesiastical services and activities, and/or
- (2) not used for the purposes of The Business, and/or
- (3) empty, vacant, disused, untenanted or unfurnished, and/or
- (4) awaiting refurbishment, redevelopment, renovation or demolition for a period in excess of 45 consecutive days.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

We/Us/Our/Aviva

Aviva Insurance Limited.

You/Your/The Policyholder

Members of The Kirk Session of the parish church or organisation named in The Schedule as The Policyholder and any governing court, committee or congregational board as designated by its constitution.

Property Damage - All Risks

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Computers

All parts of the electronic data processing installation at The Premises including all ancillary equipment and wiring but excluding computer equipment controlling any manufacturing process.

Property Insured

Property Insured as detailed in The Schedule.

Cover

All Risks

We will cover You for Damage to the Property Insured occurring during the Period of Insurance at The Premises.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

Contingencies

Theft

Damage to the Property Insured

- (1) in The Premises by theft or attempted theft
- (2) for buildings at The Premises where You are responsible for the repairs, caused by theft or attempted theft involving entry into or exit from The Premises by forcible and violent means
- (3) by theft involving violence or threat of violence to You or Your Directors, Authorised Volunteers or Employees.

We will not provide cover for

- (1) Damage
 - (a) in any part of The Premises not occupied by You in connection with The Business
 - (b) in yards, open sided buildings, compounds or other open spaces unless specifically mentioned in The Schedule
 - (c) when The Premises are Unoccupied
 - (d) caused by or consisting of acts of fraud or dishonesty
 - (e) caused by or consisting of
 - (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error

- (2) Damage to
 - (a) curios, antiques, rare books, gold and silver articles, jewellery and precious stones, non-ferrous metals and works of art exceeding £15,000 for any one item
 - (b) Explosives and hazardous substances, furs, goods held in trust or on commission, Money and bullion, securities and bondsunless specifically mentioned as insured in The Schedule.
- (3) Damage where You or Your Directors, Authorised Volunteers or Employees or any member of Your household is involved as principal.

Subsidence

We will provide cover for Damage to any Residential Building at The Premises caused by subsidence or ground heave of the site of the Property Insured, or landslip. Cover will be provided for

- (1) car parks, yards, barriers, forecourts, roads and pavements
- (2) walls, gates, hedges or fences

if such property is specifically insured by this Section and Damage also occurs to the Building to which such property applies and that Building is insured by this Section.

We will not provide cover for

- (1) Damage caused by
 - (a) collapse of any Building
 - (b) the normal settlement, shrinking and cracking of any Building
 - (c) coastal or river erosion
 - (d) defective design or inadequate construction of foundations
 - (e) any demolition, construction, erection, ground or excavation works, carried out at the site of The Premises or the site of any adjoining premises, unless We have agreed otherwise
 - (f) settlement or movement of made up ground
- (2) Damage as a result of movement of solid floor slabs. However, We will provide cover for Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time
- (3) the Excess as stated in The Schedule.

Clauses

The following clauses apply to this Section

Archaeological Expenses

We will provide cover, following Damage to Property Insured and where Buildings are insured under this Section, in respect of the on-site expenses of Archaeological Rescue Work (including the recording of standing and collapsed fabric and damaged floor surfaces but not the excavation of below ground deposits) necessarily and reasonably incurred with Our consent.

The maximum We will pay in respect of any one claim is £250,000.

We will not provide cover for costs and expenses for any

- (1) Archaeological Research Work which may be enabled or facilitated as a result of Damage but which is not a necessary part of the process of repair or rebuilding
- (2) analysis of data subsequent to Archaeological Rescue Work other than where such costs are a necessary and integral part of the process of repair or rebuilding

- (3) conservation or scientific analysis of materials or objects retrieved in the course of Archaeological Rescue Work.

Definitions

For the purposes of this Clause, the following definitions apply:

Archaeological Rescue Work

Any archaeological exercise concerned with the recording of information which would otherwise be lost or in danger of being lost.

Archaeological Research Work

Any archaeological exercise other than Archaeological Rescue Work.

Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary. You must pay any additional premium required by Us to reinstate the Sums Insured.

Bequeathed Property

We will provide cover for Damage to bequeathed property for which You are responsible following the administration of a deceased person's assets situated anywhere in the Prescribed Territories.

The maximum We will pay in respect of

- (1) Buildings - £250,000 or 10% of the total buildings Sum Insured, whichever is the lower
- (2) Contents - £10,000 any one item or £25,000 any one claim

You must

- (1) provide Us with details of bequeathed property as soon as reasonably possible but within at least three months from the commencement date of Your interest in the bequeathed property
- (2) specifically insure the property with Us from the date such property legally belongs to You
- (3) pay the agreed additional premium.

We will not provide cover:

- (1) if the bequeathed property is more specifically insured
- (2) for
 - (a) vehicles licensed for road use including accessories on or attached to the vehicle
 - (b) caravans or trailers
 - (c) watercraft or aircraft
 - (d) livestock
 - (e) growing crops or treesunless specifically agreed in writing by Us

- (3) for items more specifically excluded under the Policy Exceptions.

Breakage or Collapse of Television and Radio Aerials

We will provide cover in respect of Damage at The Premises caused by the breakage or collapse of television and radio aerials, aerial fittings, masts or satellite dishes.

Capital Additions

We will provide cover for Damage to

- (1) any newly built or acquired Buildings and/or Contents
 - (2) alterations, additions and improvements to an insured Building and/or Contents but not in respect of any appreciation in value
- in the Prescribed Territories.

The maximum We will pay in respect of any one premises is the lower of 20% of the total Buildings and Contents Sum Insured or £500,000.

You must

- (1) provide Us with details of newly built and/or newly acquired Building(s) and/or Contents or alterations, additions or improvements as soon as possible but, in any event, within six months of the date You became responsible for the insurance of such newly built and/or newly acquired Building(s) and/or Contents before the expiry of the Period of Insurance
- (2) specifically insure the property with Us, from the date Our liability commenced and pay any additional premium required.

In respect of any Unoccupied premises insured under the provisions of this Clause, We will only cover You in respect of Defined Contingencies (1) to (6) and (10).

We will not cover You unless

- (1) a certificate of completion has been issued, or
 - (2) works to such property has been completed and handed over to You
- prior to the date of the Damage.

Changing Locks

We will pay additional costs following theft or attempted theft of keys including but not limited to digital access cards, safe keys or safe combination access codes from

- (1) The Premises
- (2) Your home or the home of any of Your Directors, authorised Employees or Authorised Volunteers
- (3) involving violence or threat of violence to You, or any of Your Directors, Employees or Authorised Volunteers.

The maximum We will pay in respect of any one claim is £25,000.

Clean Up Costs

We will pay costs and expenses necessarily and reasonably incurred for cleaning, clearing or removing debris from land at The Premises, and the area immediately adjacent to it, following Damage, resulting in the escape of fuel, oil, or effluent waste from any tank owned by You.

The maximum We will pay in respect of any one claim is £25,000.

Contents Away From The Premises

We will provide cover for Damage to Contents belonging to You of for which You are responsible and used by You in connection with The Business whilst anywhere within the Prescribed Territories.

The maximum We will pay is

- (1) £15,000 any one claim, and
- (2) £30,000 any one Period of Insurance.

We will not cover You unless

- (1) when left in any Unattended Vehicle
 - (a) the vehicle is securely locked and all security devices set in operation, all keys removed and all security devices maintained in accordance with the manufacturer's instructions
 - (b) it is stored out of sight in the rear compartment of a commercial vehicle or the boot of a private car
- (2) when in transit by air it is carried as hand luggage unless instructed otherwise by airline staff
- (3) when in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard such vessel.

Contract Sale Price

We will provide cover for Damage to Stock and Materials in Trade which have been sold but not yet delivered and, as a result, the contract of sale is cancelled under the conditions of sale. The amount We will pay will be calculated on the basis of the contract price for the Stock and Materials in Trade which have suffered Damage. Any calculation for the purpose of Average will be on the basis of the contract price for all Stock and Materials in Trade which have been sold but not yet delivered, whether suffering Damage or not.

Contract Works

We will provide cover, where You have entered into a contract or agreement for the extension, alteration or refurbishment of any of The Premises insured under this policy, for contract works by each Item on Buildings, including unfixed materials on site, where required by contract conditions and We note the interest of the contractor and sub-contractor as specified in the contract where such interests are required provided that

- (1) You give Us prior notification of any contract with a contract price in excess of £250,000 including details of the nature of the works to be carried out, contract conditions, contract period and contract price
- (2) You pay Us the additional premium required in respect of each individual contract to which this Clause applies.

For the purposes of this Clause, contract works include temporary or permanent works completed or to be completed by or on behalf of You at The Premises.

We will not provide cover for the first £500 of any loss in respect of Theft or Malicious Damage for each separate contract covered.

Customers Goods

We will provide cover under Stock and Materials in Trade Item(s), stated in The Schedule, for Your customers' goods and goods for which Your customers are legally responsible while temporarily in Your custody or control and for which You have accepted responsibility.

Damage to Grounds

We will pay reasonable costs and expenses incurred in reinstating or repairing landscaped gardens and grounds due to the actions of the emergency services, following Damage at The Premises or adjoining properties.

The maximum We will pay in respect of any one claim is £25,000.

Debris Removal

The Sum Insured for each Item on Buildings, Contents and Stock and Materials in Trade includes costs and expenses You incur with Our consent for the removal of debris, dismantling, demolishing, shoring or propping up of those parts of the Property Insured which have suffered Damage.

We will not provide cover for costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section
- (3) where a specific Item exists for removal of debris under this Section.

The maximum We will pay in respect of any one claim in respect of Stock and Materials in Trade is £25,000.

Defibrillators

We will provide cover in respect of Damage to defibrillators belonging to You or for which You are responsible whilst anywhere within the Prescribed Territories.

The Excess stated in The Schedule will be reduced to £50 in respect of each and every claim under this extension.

Description of Property

In determining the item under which property is insured We will accept the description given in Your business records.

Drains

We will pay for, within the Sum Insured under each Buildings and/or Contents item, costs and expenses You incur with Our consent for cleaning and/or clearing of drains, sewers or gutters for which You are responsible following Damage to the Property Insured.

Energy Efficiency

Following Damage to any Building at The Premises We will provide cover for the additional costs and expenses You incur with Our prior written consent in repairing or replacing the damaged portion only of such Building using materials or components which are more energy efficient than those originally used in such damaged portion and for the sole purpose of improving the future energy efficiency of such damaged portion once repaired or replaced.

The maximum We will pay in respect of any one claim is the lesser of

- (1) 10% of the amount We have paid or agreed to pay in respect of the claim for Damage, and
- (2) £10,000.

The maximum We will pay in total during the Period of Insurance is £10,000.

We will not provide cover

- (a) for any additional costs and expenses arising from work already planned by You prior to the Damage occurring and which was due to be carried out within 12 months of the date of Damage
- (b) for any additional costs and expenses in complying with any European Union Legislation, Act of Parliament or subordinate legislation thereunder, or byelaw of any public authority
- (c) for any additional costs and expenses arising from work required to comply with any notice served on You, or mandatory risk improvement requested of You, before the Damage occurred
- (d) for any additional costs and expenses arising from work in order to comply with an existing requirement that must be completed within a stipulated period
- (e) in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or byelaw
- (f) if You do not incur the cost of replacing or repairing the Building

- (g) where funds for such additional costs and expenses are available from any public authority or private business scheme
- (h) for any Unoccupied Building
- (i) where such additional costs and expenses are covered elsewhere in the policy
- (j) where the loss is more specifically insured elsewhere
- (k) for any additional costs and expenses otherwise excluded under the policy, unless otherwise specified or agreed by Us
- (l) for any claim where the total incurred cost in respect of Damage is less than £10,000.

Event Cancellation, Postponement, Abandonment and Relocation Costs

We will provide cover for Your loss of expenditure, which is otherwise irrecoverable, less any recoveries and savings, following Cancellation, Postponement, Abandonment or Relocation of any planned Event anywhere in the Prescribed Territories as a result of any cause outside of Your control.

In respect of

(1) Weather

We will only provide cover for Cancellation, Postponement, Abandonment or Relocation of a planned Event caused by or due to adverse weather where it

- (a) is reasonably deemed by You on the date of the Event to pose serious threat to the safety of those attending
- (b) results in conditions that any local authority, government organisation or emergency and rescue services consider a serious threat to the safety of those attending the Event
- (c) prevents You from undertaking the necessary set up time to enable the Event to proceed because access to the Event venue is physically impossible or there is concern for safety of those responsible for set up.

(2) Cancellation due to Non-Appearance

We will only provide cover for Cancellation of a planned Event as a result of the non-appearance of Your Principal Performer(s) if

- (a) such non-appearance is as a direct consequence of Illness of, or Accidental Bodily Injury to, such Principal Performer which prevents them, on the advice of a registered medical practitioner, from performing in, or appearing at, any planned Event, and
- (b) no suitable replacement is available.

The maximum We will pay is £1,000 any one day and £5,000 in any one Period of Insurance.

If in relation to any claim under this clause You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (1) in the event of a loss, prove to Our reasonable satisfaction that You have paid and are unable to recover the expenditure of a planned Event or You are legally liable to pay such expenditure and are unable lawfully to avoid such liability.
- (2) ensure that any contracts in connection with the Event are in writing and duly executed.
- (3) observe and comply with the requirements of any law, ordinance, court or regulatory body.
- (4) make all necessary arrangements for the successful fulfilment of the Event.

We will not provide cover for

- (1) Cancellation, Postponement, Abandonment or Relocation
 - (a) caused by
 - (i) withdrawal, insufficiency or lack of finance in respect of the Event or inadequate sales or profits or anticipated profits arising from the Event
 - (ii) Your failure to pay, Your financial failure or Your default, insolvency, bankruptcy, liquidation, winding up, administration or any arrangement with Your creditors
 - (iii) inadequate response or support or withdrawal of support by any person, business or organisation or exhibitor other than cover provided under Cancellation due to non-appearance of a Principal Performer
 - (iv) any breach of contract by You or Your Event organiser
 - (v) labour disputes or industrial action
 - (vi) any public transport travel delays or cancellations
 - (vii) an illegal or unlawful act committed by You, or any Employee or Your Event organiser
 - (viii) any alterations to, variance or scheduled work to be carried out at the Event venue which renders the venue and its facilities unusable unless such alterations, variance or scheduled work were unknown by You at the time of booking
 - (ix) Your lack of due care or diligence
 - (x) adverse weather in respect of outdoor or under canvas Events unless agreed by Us
 - (xi) the failure or absence of telecommunications, data communications or any other telephone, radio, satellite, or television transmission
 - (b) as a result of
 - (i) failure to organise necessary licences, authority to hold, permits, visas or other legal requirements prior to the Event
 - (ii) any restrictions imposed by any local authority or Rescue or emergency services unless cover is provided as a result of Weather
 - (iii) National Mourning
 - (iv) any fear or threat of any Communicable Disease and any measures taken by any government, public authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any Communicable Disease
 - (v) any restrictions in movement of people or animals or imposition of quarantine due to a Notifiable Disease
- (2) any Event outside of the Prescribed Territories
- (3) the first £100 of each and every loss
- (4) any consequential loss
- (5) Terrorism.

Definitions

For the purposes of this clause the following definitions apply.

Abandonment

The inability to complete the Event once commenced.

Accidental

Sudden, violent, unforeseen and identifiable event.

Accidental Bodily Injury

Injury caused by Accidental and/or violent means.

Cancellation

The inability to proceed with the Event prior to commencement.

Communicable Disease

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

- (1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any mutation or variation thereof, whether deemed living or not, and
- (2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (3) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, or damage to human health, human welfare or property.

Event

Any fundraising event, exhibition or conference organised by You.

Illness

Illness or disease (not resulting from Accidental Bodily Injury) contracted anywhere in the world.

Postponement

The unavoidable deferment of the Event to another time.

Principal Performer

A person whose role in the Event is such that, in Your reasonable opinion, their absence would result in the Event being unable to take place.

National Mourning

Any day designated by the government as a day of national mourning and which is marked by mourning and memorial activities observed among the majority of a country's populace.

Notifiable Disease

Any notifiable disease named in Section 88 of the Animal Health Act 1981 or any subsequent legislation or an order made under that act.

Relocation

The unavoidable transfer of the Event to another venue.

Exhibitions

We will provide cover for Damage to Your models, exhibition stands, furniture and promotional goods while

- (1) at any exhibition, not exceeding 7 consecutive days
- (2) in the course of demonstration, construction, erection or dismantling at any such exhibition
- (3) in transit

in the European Economic Area.

The maximum We will pay in respect of any one claim is £25,000.

We will not pay You in respect of Damage caused by or happening through defective or inadequate packing, insulation or labelling, evaporation or ordinary leakage, delay, inadequate documentation or shortage in weight.

Falling Trees

We will pay for the cost of

- (1) removing fallen trees belonging to You or for which You are responsible
- (2) felling, lopping or pruning trees belonging to You or for which You are responsible at The Premises to prevent the immediate threat of Damage to property or for safeguarding life.

The maximum We will pay is £5,000.

Fire and Security Equipment

We will pay for costs and expenses, following Damage, incurred in

- (1) refilling, recharging or replacing portable fire extinguishing appliances, local fire suppression system, fixed fire suppression system, sprinkler installation and sprinkler heads
- (2) re-setting fire and/or intruder alarms and/or closed circuit television equipment.

The maximum We will pay in respect of any one claim is £25,000.

We will not pay any costs and expenses recoverable from Your maintenance company or the fire and rescue service.

Fly Tipping

We will pay the reasonable costs of clearing and removing any property illegally deposited in or around The Premises insured under this policy.

The maximum We will pay for any one claim or in any one Period of Insurance at each of The Premises is £5,000.

We will not pay the first £500 of each and every claim.

Glass – Extended Cover

We will provide cover at The Premises for

- (1) the breakage of glass including the cost of boarding up
- (2) the cost of reinstating lettering, painting, embossing, silvering or other ornamental work on glass
- (3) Damage to contents of display windows and window and door frames
- (4) the cost of removing and reinstating obstructions to replacing glass and/or the cost of replacing alarm foil,
- (5) breakage of fixed wash hand basins, pedestals, baths, sinks, lavatory bowls, bidets, cisterns, shower trays and splashbacks.

We will not provide cover for

- (1) Damage to glass in light fittings, signs, Stock and Materials in Trade or goods in trust, vehicles or vending machines
- (2) Damage to glass caused by scratching, gradual deterioration or wear and tear or change in colour or finish
- (3) breakage of glass
 - (a) when The Premises are Unoccupied
 - (b) in transit or while being fitted
 - (c) by workmen carrying out alterations or repairs to The Premises.

We will not pay the first £250 of each and every claim.

Headstones, Monuments and Memorials

We will provide cover in respect of costs and expenses incurred in making safe any headstone, monument or memorial not belonging to You but which have been rendered dangerous following Damage insured by this Section.

Provided that:

- (1) (a) such headstone, monument or memorial is at the Premises, or;
(b) in a churchyard under Your control
- (2) (a) prior to making a claim You take all reasonable steps to recover the cost from those responsible for the upkeep; and
(b) where any recovery is made following settlement of a claim under this extension any amount We have paid will be refunded to Us.

We will not provide cover in respect of

- (1) the cost of reinstating or repairing any headstone, monument or memorial
- (2) Damage caused by wear, tear or gradual deterioration.

The maximum We will pay in respect of any one Period of Insurance is £2,500.

Hire Agreement

If the Property Insured by this Section is the subject of hire agreements, We will include the interest of the owners in any cover provided by this Section. You must provide the name of any other interested party in the event of a claim.

Homeworkers

We will provide cover for Damage to the Property Insured whilst at the permanent residence of any Director or Employee within The Prescribed Territories or the Republic of Ireland to enable them to carry out clerical activities in connection with The Business.

The maximum We will pay per Director or Employee in respect of any one claim and in any one Period of Insurance is £5,000 and shall not exceed the Sum Insured for the Property Insured.

Incompatibility of Software Programs

We will provide cover where necessary, if Damage to Computer and Electronic Office Equipment results in existing software or programs being incompatible with the replacement Computer and Electronic Office Equipment as defined in the Basis of Claims Settlement – Reinstatement Clause for either

- (1) modifications to the replacement Computer and Electronic Office Equipment, or
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Computer and Electronic Office Equipment, and the cost of replacing incompatible Data Carrying Materials.

The maximum We will pay for any or all claims arising out of one cause is £25,000.

Insect Nest Removal

We will pay the cost of removing the nests of wasps, bees or hornets and other insects harmful to humans from The Premises.

The maximum We will pay in respect of any one claim is £500.

We will not pay the cost of removing such nests that were already in the Building prior to inception of this policy.

Joint Insured

The Church of Scotland General Trustees are noted as a being additional Insured in respect of property solely vested in them.

The Policyholder and The Church of Scotland General Trustees are noted as being joint insured's each for their respective rights and interests.

Any non-disclosure, misrepresentation, misdescription or failure to comply with policy conditions by The Policyholder shall not prejudice the rights of The Church of Scotland General Trustees, provided that The Church of Scotland General Trustees notifies Us immediately upon becoming aware of such non-disclosure, misrepresentation, misdescription or failure to comply with policy conditions.

Lamps Signs and Nameplates

We will provide cover for Damage to lamps, signs and nameplates at The Premises.

The maximum We will pay in respect of any one item is £2,500.

Legal Expenses for the Eviction of Squatters

We will pay legal costs and expenses payable to a lawyer or other suitably qualified person who has been appointed to act for You with Our prior agreement in any civil action to evict anyone in the Property Insured who does not have Your permission to be there.

All legal proceedings will be dealt with by a Court or other body that We agree to within the Prescribed Territories.

The maximum We will pay in any one Period of Insurance is £2,500.

We will not pay

- (1) for any dispute where the cause of the action arises within 90 days of the inception date of this policy
- (2) for any dispute where the cause of the action involves Your tenant.

Loss of Oil

We will provide cover for

- (1) Damage to the Property Insured and
- (2) reasonable costs and expenses cleaning, clearing or removing debris from the land at The Premises caused by the escape of oil from any oil-fired heating system or tank owned by You.

The maximum We will pay is £25,000 any one claim.

Loss of Rent or Alternative Accommodation for Residential Units

We will provide cover where any Residential Building insured under this policy cannot be lived in or if access to it is denied as a result of Damage not otherwise excluded and where not otherwise insured for You or Your lessee for

- (1) the necessary cost of reasonable alternative accommodation, and/or
- (2) the necessary cost of providing reasonable alternative accommodation in order to comply with Your or Your lessee's obligations under the requirements of the contractual lease or tenancy agreement in force and held by You or Your lessee, but only to the extent that such cost exceeds any gross rentals which You or Your lessee continue to receive and/or loss of ground rent and/or management charges, or

- (3) You or Your lessee in respect of gross rentals, and/or
- (4) the necessary cost of providing reasonable alternative accommodation for domestic pets where such pets are not permitted in any alternative accommodation referred to in (1) and (2) above in order to comply with Your or Your lessee's obligations under the requirements of the contractual lease or tenancy agreement in force and held by You or Your lessee.

In addition, We will provide cover for the necessary and reasonable cost of temporary storage of Your Contents or Contents of Common Areas.

The maximum We will pay in respect of any one claim is 20% of the Sum Insured on the Residential Building insured under the Property Damage – All Risks Section of this policy subject to a Maximum Indemnity Period of 24 months.

We will not provide cover for

- (1) Your lessee or tenant where the agreement in the contractual lease between You and Your lessee or tenant does not permit subletting
- (2) any lessee or tenant of Your lessee or tenant.

Machinery Re-erection Costs

We will pay under the Contents Sum Insured any cost of re-erecting machinery, following Damage, for each item of Contents.

Metered Services

We will pay for

- (1) charges which are Your responsibility if water, electricity, or gas is accidentally discharged from a metered system providing service to The Premises,
- (2) the cost of replacing liquid petroleum gas or oil accidentally discharged from any tank or storage container at The Premises,
- (3) theft or malicious discharge of oil from any tank or storage container used for the heating system at The Premises.

The maximum We will pay in respect of any one claim is

- (1) £25,000 any one claim in respect of accidental discharge from a metered system, and
- (2) £5,000 any one claim and in any one Period of Insurance in respect of accidental discharge or theft of oil or liquid petroleum gas from a tank or container.

We will not provide cover while The Premises are Unoccupied.

Munitions of War

We will cover You in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war, at or within one mile of the boundary of The Premises, provided that the presence of munitions does not result from a current state of 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, mutiny or military uprising or martial law at the time of Damage.

Non-Invalidation

We will not invalidate this Section due to any act, omission or alteration, either unknown to You or beyond Your control, which increased the risk of Damage, other than where such act, omission or alteration is on the part of Your Employee.

However, You must

- (1) notify Us immediately when You become aware of any act, omission or alteration, and
- (2) pay any additional premium We require.

Professional Fees

We will pay for necessary and reasonable costs and expenses, incurred with Our consent, on each item for Buildings, Contents, for an amount of professional fees, incurred in reinstating or repairing the Property Insured following Damage, unless a separate item for professional fees is stated in The Schedule.

We will not pay for fees incurred in preparing a claim.

Property at Fundraising and Catering Events

We will provide cover in respect of Damage to Stock and Materials in Trade and/or Contents

- (1) at any fundraising event where You are providing outside catering which does not exceed seven days
- (2) in the course of demonstration, construction, erection or dismantling at any such event
- (3) in transit

anywhere in the European Economic Area.

The maximum We will pay in respect of any one claim is £5,000.

We will not provide cover for Damage caused by or happening through defective or inadequate packing, insulation or labelling, evaporation or ordinary leakage, delay, inadequate documentation or shortage in weight.

Raffle Prizes and Donations

We will provide cover for Damage to raffle prizes and donated goods to be used for fund raising events anywhere in the Prescribed Territories.

The maximum We will pay in respect of any one claim is £2,500 and any one item is £500.

Services

We will provide cover for Damage to service pipes and cables, including associated meters and instruments, which connect The Premises to the public mains, where Buildings are insured under this Section, or where You are liable as a tenant.

Subrogation

We will waive any rights, remedies or relief following a claim where We may be entitled by subrogation against any company whose relationship to You is either a parent or subsidiary, or which is a subsidiary of a parent company of which You are a subsidiary as defined in the relevant Companies Act or Companies (NI) Order current at the time of Damage.

Temporary Removal

We will provide cover for Damage to the Property Insured while temporarily removed for cleaning, renovation or repair or similar purposes to another part of The Premises or in the Prescribed Territories and the Republic of Ireland including whilst in transit by road, rail or inland waterway.

The maximum We will pay is the lower of £250,000 or 10% the item Sum Insured.

We will not provide cover for

- (1) Stock and Materials in Trade

- (2) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use
- (3) Property removed for more than 90 consecutive days, unless specifically agreed in writing by Us.

Theft Damage to Buildings

We will provide cover, where Buildings are insured under this Section, for Damage to such Buildings including landlords' fixtures and fittings at The Premises caused by theft or attempted theft not involving entry into or exit from The Premises by forcible and violent means.

The maximum amount We will pay for any one claim and in any one Period of Insurance is £50,000.

We will not provide cover for

- (1) Damage caused to any property other than buildings and landlords' fixtures and fitting
- (2) theft or attempted theft of internal non ferrous metals forming part of any building
- (3) Damage caused by persons lawfully on The Premises
- (4) while The Premises are Unoccupied
- (5) The first £500 of each and every claim which is increased to the first 50% of each and every claim with a minimum contribution of £500 unless
 - (a) The Premises are protected by SmartWater Technology Limited, and
 - (b) SmartWater signage is displayed at The Premises, and
 - (c) The Premises are registered with SmartWater Technology Limited

Trace and Access

We will pay necessary and reasonable costs and expenses including resultant repairs, incurred with Our consent, in locating the actual source of Damage caused by the escape of

- (1) water from any tank, apparatus or pipe, or
- (2) leakage of fuel from any fixed oil heating installation

provided such Damage is insured by this Section.

The maximum We will pay in respect of any one claim is £50,000.

Trade Samples

We will provide cover for Damage to trade samples whilst anywhere in the European Economic Area including whilst in transit.

The maximum We will pay in respect of any one item is £500 and any one claim is £10,000.

Transfer of Interest

We will provide cover to the purchaser, if at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but

- (1) the contract has not yet been completed, and
- (2) the Building has not yet been insured by or on behalf of the purchaser.

Cover granted by this Clause shall only operate where the purchase is subsequently completed. This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the cover.

Basis of Settlement

Basis of Claim Settlement - Reinstatement

Where Damage occurs to Property Insured, consisting of

- (1) (a) Buildings and the Property Insured is a church or listed Building which is
 - (i) damaged, We will pay for its replacement or repair using techniques and materials which allow the building to be sympathetically repaired in a similar way to the existing structure using materials which are substantially the same as the original but may not be of the same period
 - (ii) destroyed or beyond repair, We will pay for its replacement with a modern equivalent building,
- (b) any other Building or Contents, other than property listed in (2), (3) and (4) below, and 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 had been completely destroyed
- (c) We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority, however We will not pay for
 - (i) Costs for 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) For property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage
 - (v) For any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.
- (2) Computer and Electronic Office Equipment and the Property Insured is
 - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity
 - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new, however We will not pay more than We would have done if the Computer and Electronic Office Equipment had been completely destroyed.

For the purposes of this Basis of Claim Settlement, Computer and Electronic Office Equipment means

- (a) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto
- (b) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand
- (c) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office Equipment held in trust, Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

The work of reinstatement

- (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 unless the Premises are Unoccupied

providing this will not increase the maximum We will pay.

The Basis of Settlement will be amended to Indemnity if

- (a) You do not incur the cost of replacing or repairing the Property Insured, or
 - (b) someone acting on Your behalf, have insured the Property Insured under another policy which does not have a similar basis of reinstatement, or
 - (c) You do not comply with any of the terms of this Clause.
- (3) Communion Ware, curios, antiques, rare books and works of art and the Property Insured is
- (a) Lost or destroyed, We will pay for its replacement with a similar item or the Value of the item
 - (b) Damaged, We will pay for the repair of the item and any reduction in Value as a result of the Damage

For the purpose of this Basis of Claim Settlement, Value means the amount shown in the latest valuation provided by You or, in the absence of a valuation, the market value on the date of loss.

The following Condition of Average will apply to all Property Insured other than Buildings and where shown as Items in The Schedule professional fees, rent and removal of debris:

You will be liable to bear a proportionate share of the loss if the Sum Insured, at the time of Damage, is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment, at the time of rebuilding or replacement.

- (4) Stock and Materials in Trade, professional fees, debris removal, rent, pedal cycles and personal effects or motor vehicles the Basis of Claim Settlement – Indemnity will apply.

Basis of Claim Settlement - Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) 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
- (2) the reduction in value of the Property Insured,

However in respect of

- (a) second-hand Stock and Materials in Trade which are purchased by You, indemnity will be based on the purchase price or the market value whichever is the lower
You must keep a record of the second-hand Stock and Materials in Trade purchase price, together with invoices and receipts. If in relation to any claim You have failed to comply, You will lose Your right to indemnity under this Section.
- (b) second-hand Stock and Materials in Trade which have been donated to You, indemnity will be based on the cost to replace stock at the time of Damage with material of like kind and quality less allowance for physical deterioration, physical depreciation, obsolescence or depletion, and calculated by using books, records and documents We require to assess Your claim.

The following condition of Average will apply:

You will be liable to bear a proportionate share of the loss if the Sum Insured, at the time of Damage, is less than the amount necessary to replace the whole of the Property Insured, at the time or rebuilding or replacement.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Change of Occupancy

You must tell Us immediately if

- (1) any building at The Premises becomes Unoccupied
- (2) if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes
- (3) any Unoccupied building at The Premises becomes occupied or used.

Illegal Cultivation of Drugs

If in relation to Damage to any Residential Building caused by Your tenants manufacturing, cultivating, harvesting or processing by any other method, drugs, classed as a controlled substance under the Misuse of Drugs Act (1971), You, or anyone acting on Your behalf, have failed to fulfil the following conditions, We will not pay that claim.

You must

- (1) carry out internal and external inspections of the buildings at least every three months or as permitted under the tenancy agreement
- (2) maintain a log of such inspections and retain that log for at least 24 months and carry out a six monthly management check of the inspections log
- (3) obtain and record written formal identification of any prospective tenant, retain a written employers reference for any new tenant and obtain and record details of Your tenant's bank account and verify those details by receiving at least one payment from such account
- (4) advise Your tenant, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in items (2) and (3) above for all lettings that they arrange.

Interested Parties - Specified

In the event of Damage as insured by this Section interested parties, as stated in The Schedule, must declare the nature and extent of their interest.

Unoccupied Premises

If in relation to any claim for Damage while The Premises are Unoccupied, You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (1) carry out internal and external inspections of the buildings at least every 7 days, maintaining a log of such inspections and, as soon as possible, repair, or arrange to repair, any damage or defects found including the removal of graffiti
- (2) remove all waste combustible materials, either within or outside the buildings, from The Premises
- (3) securely lock and close all external doors and windows

- (4) (a) in respect of any Residential Building, turn off all sources of power, fuel and water at the mains, drain all water and fuel supply tanks, apparatus and pipes unless heating in the property is continuously maintained at no less than 12 degrees centigrade
- (b) in respect of any other Building, turn off all sources of power, fuel and water at the mains, drain all water and fuel supply tanks, apparatus and pipes

However, where the buildings are protected by an

- (a) Intruder Alarm, CCTV or Fire Detection System or sprinkler installation, You must provide sufficient power, heat or water supplies for their effective operation.
 - (b) security patrols, You must provide sufficient power for safe and effective internal inspection
- (5) tell Us immediately if any building at The Premises becomes Unoccupied, if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

Where The Premises are empty, vacant or disused but are tenanted, (1), (2), (3) and (4) above apply to the extent that they may be reasonably and practically implemented without frustrating or invalidating the lease, unless We agree otherwise in writing.

Our Rights

We may, if Damage occurs which leads to a claim

- (1) enter or take possession of the Building or The Premises
- (2) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not pay for any Damage if You, or anyone acting on Your behalf, do not comply with Our requirements or hinder or obstruct Us. You are not entitled to abandon property to Us.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

All Risks, Theft and Subsidence

We will not provide cover for

- (1) Damage to the Property Insured caused by or consisting of
 - (a) an existing or hidden defect
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty or defective design or materials used in its construction
 - (e) faulty or defective workmanship or operating error or omission by You or any of Your Employees
 - (f) caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control

However, We will provide cover for any subsequent Damage which results from a cause not otherwise excluded

- (2) Damage to the Property Insured caused by or consisting of
- (a) corrosion, rust, rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus
 - (b) change in temperature, colour, flavour, texture or finish
 - (c) nipple or joint leakage or failure of welds
 - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
 - (e) the Property Insured's own mechanical or electrical breakdown or derangement
- However, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause and any subsequent Damage which results from a cause not otherwise excluded
- (3) Damage to the Property Insured caused by pollution or contamination
- However, We will provide cover for Damage to the Property Insured not otherwise excluded caused by
- (a) pollution or contamination which results from Defined Contingencies (1) to (12)
 - (b) Defined Contingencies (1) to (12) which results from pollution or contamination
- (4) Damage to the Property Insured caused by
- (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe, or specifically mentioned as insured in The Schedule
 - (b) normal settlement of new structures
 - (c) acts of fraud or dishonesty
 - (d) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error
 - (e) theft or attempted theft unless specifically mentioned as insured in The Schedule and as detailed in the Theft Contingency
- (5) Damage to any Building or structure caused by its own cracking or collapse
- However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded
- (6) Damage to gates, fences or moveable property in the open by wind, rain, hail, sleet or snow, flood or dust
- However, We will provide cover for Damage to such property caused by falling trees and is not otherwise excluded
- (7) Damage
- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
 - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
 - (c) resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair
- However, We will provide cover for Damage if it is caused by fire or explosion and is not otherwise excluded

- (8) Damage to the Property Insured caused by
- (a) escape of water from any tank, apparatus or pipe
 - (b) malicious persons (other than by fire or explosion)
- when The Premises are Unoccupied
- (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specifically mentioned as being insured in The Schedule
- However, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12)
- (10) Damage to
- (a) vehicles licensed for road use including accessories on or attached to them, caravans or trailers
 - (b) railway locomotives or rolling stock
 - (c) watercraft or aircraft
 - (d) property in the course of construction including materials for use in the construction
 - (e) land, piers, jetties, bridges, culverts or excavations
 - (f) livestock, growing crops or trees
- However, We will provide cover for property which is specifically stated as being insured in The Schedule and the Damage is not otherwise excluded
- (11) Damage insured by any marine policy or which would be insured under any marine policy if this policy did not exist
- However, We will provide cover for Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed
- (12) Damage more specifically insured by You or on Your behalf
- (13) any consequential loss or damage
- However, We will provide cover for rent when this item(s) is specifically mentioned as insured in The Schedule
- (14) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing, or in any way relating to
 - (a) and/or (b) above
- Terrorism means
- (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto

- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
- the use or threat of force and/or violence, and/or
 - 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(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

(15) (a) Loss of Data

- (b) any Damage to Computer and Electronic Equipment or Failure 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 provide cover for subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section

(16) the Excess stated in The Schedule.

Money and Assault

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Business Hours

Your normal working hours and any other period during which You or any Employee or Authorised Volunteer, entrusted with Money is on The Premises in connection with The Business.

Insured Person

You or Your Directors, Authorised Volunteers or Employees.

Loss of Hearing

Total and permanent loss of hearing in one or both ears.

Loss of Limb

In respect of

- (1) an arm, physical severance of all four fingers or total and permanent loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand).
- (2) a leg, physical severance or total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).

Loss of Sight

Includes total and permanent loss of sight which will be deemed to have occurred

- (1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist
- (2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

Total and permanent loss of speech.

Permanent Total Disablement

Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and lasts without interruption for more than 12 months from the date of the accident and in all probability will continue for the remainder of the Insured Person's life.

Temporary Partial Disablement

Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

Cover

Money

We will cover You for

- (1) loss of Money, up to the Limit Any One Loss stated in The Schedule, which belongs to You or You are responsible for in connection with The Business while
 - (a) in transit
 - (b) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
 - (c) on The Premises, on contract sites while You or Your Directors, Authorised Volunteers or Employees are working there or at Your home or that of Your Directors, Authorised Volunteers or Employees
 - (d) in a bank night safe until removed by the bank
- (2) the cost of replacement or repair following loss of or damage to any safe or strongroom specified in The Schedule, case, bag or waistcoat used for carrying Money following theft or attempted theft

occurring during the Period of Insurance.

Assault

We will pay You, or Your personal representatives, compensation for bodily injury to an Insured Person caused by theft or attempted theft, involving violence or the threat of violence, which occurs in the course of The Business during the Period of Insurance and solely, directly and independently of any other cause which results in any of the following Contingencies

- (1) death
 - (2) Loss of Hearing and/or Loss of Sight and/or Loss of Speech
 - (3) Loss of Limb
 - (4) Temporary Total Disablement (weekly compensation)
 - (5) Temporary Partial Disablement (weekly compensation)
- within 24 months of bodily injury
- (6) Permanent Total Disablement after 24 months of bodily injury.

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

Clauses

The following clauses apply to this Section.

Money

Clothing and Personal Belongings

We will provide cover for loss of, or damage to, clothing and personal belongings owned by an Insured Person following theft or attempted theft involving violence or threat of violence which arises in connection with The Business.

The maximum We will pay for any one person is £500.

Fundraising Events

We will increase the Limit Any One Loss for

- (1) Money not in a locked safe, at Your home or the home of an Insured Person
- (2) Money in locked safes outside of Business Hours
- (3) Money on The Premises during Business Hours or in a bank night safe
- (4) Any other loss of Money

two days before and 7 days after a fund raising event, by 100%.

Money in Collection Tins

We will provide cover for Money in collection tins or boxes.

The maximum We will pay for any one claim is £100.

Phone Cards

We will provide cover for Phone Cards.

The maximum We will pay for any one claim or in any one Period of Insurance is £250.

Vending Machines at The Premises

We will provide cover for Money in vending or gaming machines on The Premises.

The maximum We will pay for any one claim is £500.

Assault

Amounts Payable

We will pay

- (1) the compensation stated in The Schedule
- (2) weekly compensation at four weekly intervals
- (3) compensation under Contingencies (4) and (5) for a maximum of two years from the date that the disablement started.

Weekly compensation being paid for the same injury will end if We pay compensation under Contingencies (1), (2), (3) or (6). Insurance will end for the Insured Person if We pay compensation under any of Contingencies (1), (2), (3) or (6).

Medical and Dental Expenses

In respect of Assault, where compensation is payable for Contingencies (4) or (5), We will also pay for compensation for medical and/or dental expenses which have been incurred in respect of the Insured Person, up to the lower of 15% of the amount payable in respect of Contingencies (4) and (5) or £500.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Medical Evidence

In respect of Assault, We will, at Our option, arrange for the Insured Person to undergo a medical examination or, in the event of death, a post mortem examination.

You, or Your personal representatives, will supply to Us, at Your expense, any certificates, information or evidence in the format We require to support a claim.

Money In Transit

If in relation to any claim for loss of Money in transit (other than Money described in Item 1 of The Schedule), You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure that Money in transit is accompanied by the number of persons stated below, who must be an Insured Person

over £2,500 up to £5,000 by at least 2 persons

over £5,000 up to £8,000 by at least 3 persons

over £8,000 up to £12,000 by at least 4 persons

over £12,000 by an approved Security Company

private transport is used for amounts of Money in transit greater than £2,500 where the distance exceeds half a mile.

The maximum We will pay for any one claim will not exceed the Limit Any One Loss stated in The Schedule.

Records and Key Security

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

You must

- (1) keep a complete record of Money in a secure place other than in a safe or strongroom containing Money
- (2) ensure that outside of Business Hours, all safes and/or strongrooms are kept locked and the keys removed from The Premises unless The Premises are occupied by You or any Director or Employee of Yours, in which case the keys must be kept in a secure place away from any safe or strongroom
- (3) 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.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

Money

We will not provide cover for

- (1) loss or shortages due to clerical or accounting errors or omissions, accountancy depreciation, currency fluctuation or consequential loss of any kind
- (2) loss due to the fraud or dishonesty of any Director, Authorised Volunteer or Employee of Yours which is not discovered within seven working days of the loss or more specifically insured elsewhere
- (3) loss from any Unattended Vehicle
- (4) loss or damage arising outside the Prescribed Territories and the Republic of Ireland
- (5) loss resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
- (6) loss resulting from use of any form of payment which proves to be counterfeit, false, invalid, uncollectible or irrecoverable for any reason

- (7) loss of Money 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
- (8) the Excess stated in The Schedule for each and every loss

Assault

- (9) any Contingency directly or indirectly caused by an Insured Person suffering from any disability due to a gradually operating cause or any naturally occurring conditions or degenerative process.

Business All Risks

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Property Insured

Property insured as detailed in The Schedule.

Cover

We will cover You for Damage, occurring during the Period of Insurance, to Property Insured as detailed in The Schedule.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

Clauses

The following clause applies to this Section.

Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary. You must pay any additional premium required by Us to reinstate the Sums Insured.

Basis of Claim Settlement

Where Damage occurs to Property Insured, consisting of

- (1) Contents other than property listed in (2), (3) and (4) below, and the Property Insured is
 - (a) 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
 - (b) 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 had been completely destroyed
- (2) Computer and Electronic Office Equipment and the Property Insured is
 - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity
 - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new, however We will not pay more than We would have done if the Computer and Electronic Office Equipment had been completely destroyed.

For the purposes of this Basis of Claim Settlement, Computer and Electronic Office Equipment means

- (1) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto

- (2) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand
- (3) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office Equipment held in trust, Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

The work of reinstatement

- (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 unless the Premises are Unoccupied

providing this will not increase the maximum We will pay.

The Basis of Settlement will be amended to Indemnity if

- (a) You do not incur the cost of replacing or repairing the Property Insured, or
- (b) someone acting on Your behalf, have insured the Property Insured under another policy which does not have a similar basis of reinstatement, or
- (c) You do not comply with any of the terms of this Clause.
- (3) Communion Ware, curios, antiques, rare books and works of art and the Property Insured is
 - (a) lost or destroyed, We will pay for its replacement with a similar item or the Value of the item
 - (b) Damaged, We will pay for the repair of the item and any reduction in Value as a result of the Damage

For the purpose of this Basis of Claim Settlement, Value means the amount shown in the latest valuation provided by You or, in the absence of a valuation, the market value on the date of loss.

The following Condition of Average will apply to all Property Insured:

You will be liable to bear a proportionate share of the loss if the Sum Insured, at the time of Damage, is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment, at the time of rebuilding or replacement.

- (4) Stock and Materials in Trade, pedal cycles and personal effects or motor vehicles the Basis of Claim Settlement – Indemnity will apply.

Basis of Claim Settlement - Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) 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
- (2) the reduction in value of the Property Insured,

However in respect of

- (a) second-hand Stock and Materials in Trade which are purchased by You, indemnity will be based on the purchase price or the market value whichever is the lower

You must keep a record of the second-hand Stock and Materials in Trade purchase price, together with invoices and receipts. If in relation to any claim You have failed to comply, You will lose Your right to indemnity under this Section.

- (b) second-hand Stock and Materials in Trade which have been donated to You, indemnity will be based on the cost to replace stock at the time of Damage with material of like kind and quality less allowance for physical deterioration, physical depreciation, obsolescence or depletion, and calculated by using books, records and documents We require to assess Your claim.

unless the Basis of Claim Settlement - Reinstatement Clause or any other alternate Basis of Claim Settlement is stated to apply.

The following condition of Average will apply:

You will be liable to bear a proportionate share of the loss if the Sum Insured, at the time of Damage, is less than the amount necessary to replace the whole of the Property Insured, at the time or rebuilding or replacement.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will be responsible for the difference and bear a proportionate share of the loss.

Property in Transit

If in relation to any claim for Damage by theft or attempted theft You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure that where Property Insured is

- (1) left in any Unattended Vehicle, it is concealed from view in a storage compartment, and the vehicle is securely locked and all security devices set in operation and, between the hours of 9.00pm and 6.00am, the vehicle is kept either in a locked building of substantial construction or guarded security park
- (2) in transit by air it is carried as hand luggage unless instructed otherwise by airline staff
- (3) in transit by ship or ferry it is stored in a securely locked cabin or road vehicle aboard such vessel or kept with You
- (4) in transit by railway or underground it is carried as hand luggage and kept with You.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide cover for

- (1) Damage to the Property Insured caused by or consisting of
 - (a) an existing or hidden defect
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty or defective design or materials used in its construction
 - (e) operating error or omission by You or any of Your Employees

However, We will provide cover for any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage to the Property Insured caused by or consisting of
- (a) corrosion, rust, rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus
 - (b) change in temperature, colour, flavour, texture or finish
 - (c) nipple or joint leakage or failure of welds
 - (d) the Property Insured's own mechanical or electrical breakdown or derangement
- However, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12), (14) and (16) or any other accidental cause and any subsequent Damage which results from a cause not otherwise excluded.
- (3) Damage to the Property Insured caused by pollution or contamination
- However, We will provide cover for Damage to the Property Insured not otherwise excluded caused by
- (a) pollution or contamination which results from Defined Contingencies (1) to (12), (14) and (16)
 - (b) Defined Contingencies (1) to (12), (14) and (16) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
- (a) acts of fraud or dishonesty
 - (b) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error
 - (c) theft or attempted theft from any Unattended Vehicle unless there is evidence of forcible and violent entry into the vehicle.
- (5) Damage to any building or structure caused by its own cracking or collapse
- However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (6) Damage
- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
 - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
 - (c) resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair
- However, We will provide cover for Damage if it is caused by fire or explosion and is not otherwise excluded.
- (7) Damage to the Property Insured caused by escape of water from any tank, apparatus or pipe, malicious persons (other than by fire or explosion) or theft or attempted theft when The Premises are Unoccupied
- (8) Damage more specifically insured by You or on Your behalf
- (9) any consequential loss or damage
- (10) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence, and/or
 - 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 meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

- (11) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure 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 provide cover for subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11), (13), (15) and (16) which is not otherwise excluded and only where such subsequent Damage is insured by this Section

- (12) the Excess stated in The Schedule.

Frozen Food

Cover

We will cover You for Damage occurring during the Period of Insurance to food, belonging to You or for which You are responsible while contained in any refrigeration unit at premises owned, hired, leased by You, by deterioration or contamination caused by

- (1) a change in temperature as a result of
 - (a) the breaking, distortion or burning out of any part of the unit, unit wiring or supply cable to the unit, including the plug and fuse, caused by mechanical or electrical defects in the unit while it is being used under normal working conditions
 - (b) failure of temperature controls to operate correctly
 - (c) accidental failure of Your electricity supply but only if this is not deliberately caused by Your supplier of electricity.
- (2) accidental leakage of refrigerant gases or refrigerant fumes from the unit.

The maximum We will pay under this Section is the Sum Insured stated in The Schedule.

Conditions

Policy Conditions can be found at the back of this document.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide cover for

- (1) Damage caused by
 - (a) wear and tear, deterioration or gradually developing flaws or defects in the unit
 - (b) the failure to correctly set any temperature controls
- (2) the excess stated in The Schedule
- (3) any refrigeration unit over 15 years old.

Machinery Damage

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Accidental Damage

Accidental Damage to Property Insured by any external cause not otherwise excluded.

Accidental Damage does not include Breakdown, Collapse or Explosion.

However, We will cover You in respect of any consequent Damage caused by Breakdown, Collapse or Explosion which is not otherwise excluded.

All Risks

Damage by any cause not otherwise excluded.

All Risks Excluding Breakdown

Damage by any cause not otherwise excluded.

We will not cover You in respect of any loss resulting from Breakdown.

However, We will cover You in respect of any consequent Damage caused by Breakdown which is not otherwise excluded.

Breakdown

- (1) The breaking, distortion or burning out of any part of the Property Insured which occurs while the Property Insured is being used normally, arising from
 - (a) any mechanical or electrical defect in the Property Insured
 - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
- (2) The complete severance of a rope
- (3) The fracturing or distortion of any part of the Property Insured by frost including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

Collapse

The sudden and dangerous distortion of any part of the Property Insured caused by crushing stress by force of steam or fluid pressure.

Excess/Excesses

The amount(s), to be deducted after the application of any Average condition, specified in Your policy or The Schedule which We will deduct from each and every claim arising out of one cause. If more than one Excess is stated in The Schedule the highest amount will apply. You will repay any such amount paid by Us.

Explosion

The sudden and violent rending of Property Insured by force of internal steam or fluid pressure.

Explosion does not include

- (1) pressure of chemical action
- (2) ignition of the contents of the Property Insured.

Property Insured

All parts of the Items stated in The Schedule.

Any item described in The Schedule as a boiler includes the firing apparatus, motors, pumps, fans and dedicated controls.

Property Insured does not include

- (1) non-metallic or refractory linings
- (2) (a) cutting edges or extrusion heads
(b) Moulds, patterns or dies
(c) Heating elements
(d) Cables, ropes, belts or chains
- (3) supporting or enclosing structures, foundations, masonry or brickwork
- (4) underground pipes
- (5) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown
- (6) (a) vehicles licenced for road use or which require a Certificate of Motor Insurance unless designated or adapted primarily as a tool of trade for the purpose of The Business
(b) electricity generating equipment not used for the sole purpose of standby to the supply of electricity at The Premises
(c) data processing, accounting or other office equipment
(d) spare parts

unless specified in The Schedule.

Cover

We will cover You in respect of Damage occurring during the Period of Insurance to the Property Insured at The Premises by the Contingency shown against it in The Schedule.

The maximum We will pay will be the Limit of Indemnity shown in The Schedule in respect of any one event or series of events arising out of one occurrence of Damage.

Plus any additional sums stated by a Clause.

Contingencies

Accidental Damage

Accidental Damage which requires repair or replacement before normal working of the Property Insured can resume.

All Risks

All Risks.

All Risks excluding Breakdown

All Risks excluding Breakdown.

Breakdown, Explosion or Collapse

Breakdown, Explosion or Collapse which requires repair or replacement before normal working of the Property Insured can resume.

Sudden and Unforeseen Damage

Sudden and unforeseen damage including

- (1) Breakdown
- (2) Explosion
- (3) Collapse
- (4) Accidental Damage

which requires repair or replacement before normal working of the Property Insured can resume.

Clauses

The following clauses apply to this Section.

Additional Property Insured

We will cover You in respect of Damage to additional Property Insured of a similar type to that stated in The Schedule provided that You

- (1) tell Us of any additional Property Insured before the end of the current Period of Insurance in which it was acquired and ready for use and pay an agreed additional premium
- (2) comply with current law for the examination and certification of the Property Insured before it is used.

We will not cover You in respect of

- (1) Property Insured that is unsuitable for its purpose
- (2) material defects that You are aware of in the additional Property Insured.

Damage to Surrounding Property – boiler and pressure plant

We will cover You for Damage to Property Insured and other property belonging to You or in Your custody or control arising from Explosion or Collapse of boiler or pressure plant forming part of the Property Insured.

The maximum We will pay in respect of any one claim is £100,000.

Debris Removal

We will cover You in respect of costs and expenses necessarily incurred by You with Our consent for removal of debris, dismantling, shoring or propping up of the parts of the Property Insured or other property which have suffered Damage insured by the Machinery Damage Cover under this Section.

The maximum We will pay in respect of any one claim is £25,000.

We will not provide cover for costs or expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of Property Insured or other property not insured by the Machinery Damage Cover under this Section.

Foundations, Surrounding Masonry and Brickwork

We will cover You in respect of the cost and expenses for removal and replacement of foundations of or masonry or brickwork surrounding an item of Property Insured provided that its removal and replacement is necessitated solely in order to repair or replace an item of Property Insured as a result of Damage insured by the Machinery Damage Cover under this Section.

Loss Avoidance Measures

We will cover You in respect of reasonable costs and expenses incurred by You to mitigate Damage to the Property Insured which would otherwise be inevitable provided that

- (1) the impending Damage does not stem from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or mitigated as a result of the measures taken
- (2) the Policy terms exceptions clause and conditions shall apply as if Damage had occurred.

The maximum We will pay in respect of any one claim is £25,000.

Loss of Contents of Oil Storage Tanks

We will cover You against

- (1) loss, contamination or solidification of the contents of any oil storage tank forming part of the Property Insured
- (2) (a) damage to property belonging to You or in Your custody or control
(b) the costs and expenses necessarily and reasonably incurred in mopping up and cleaning operations

resulting from the escape of contents of an oil storage tank directly arising from Damage to that tank which is insured by the Machinery Damage Cover under this Section.

The maximum We will pay in respect of any one claim is £6,000.

We will not cover You for loss of contents caused by evaporation, seepage, overflowing or any form of normal trade loss.

Repair Investigation Costs

We will, at Our option, pay any repair investigation costs and expenses including consulting engineer fees necessarily and reasonably incurred in the repair or replacement of the Property Insured provided Damage has occurred.

The maximum We will pay in respect of any one claim is £25,000.

Temporary Hire of Replacement Plant or Machinery

We will cover You in respect of costs and expenses necessarily and reasonably incurred for the temporary hire or rental of replacement plant or machinery following Damage to an item of Property Insured which is insured by the Machinery Damage Cover under this Section.

The maximum We will pay in respect of any one claim is £25,000.

We will not cover You in respect of any hire or rental costs incurred

- (1) in the first 48 hours immediately following Damage
- (2) more than 90 days after the occurrence of the Damage.

Temporary Removal

We will cover You for Damage to Property Insured whilst temporarily removed from the Premises for a period not exceeding 6 months for the purposes of The Business or for cleaning, renovating or repair.

Exception (1) will not apply to this Clause.

The maximum We will pay in respect of any one claim for Damage to Property Insured during transit by sea or air is £100,000.

Temporary Repair Costs and Expediting Expenses

We will, at Our option, pay additional costs and expenses incurred in

- (1) making temporary repairs to the Property Insured
- (2) ensuring the Damage to Property Insured is repaired as soon as possible.

The maximum We will pay in respect of any one claim is £25,000.

Endorsement

The following endorsement applies to this Section.

Property Cover

We will not cover You in respect of Damage for which liability is admitted or would be admitted but for the application of any Excess under any property damage policy held by You or on Your behalf.

Basis of Claim Settlement for the Machinery Damage Cover under this Section

Basis of Claim Settlement - Reinstatement

Unless any other alternate Basis of Claim Settlement is stated to apply, where Damage occurs to Property Insured or other property insured by the Machinery Damage Cover under this Section and the Property Insured or other property insured is

- (1) lost or destroyed, We will pay for its replacement by similar property in a condition as good as, but not better than, its condition when new.
- (2) damaged, We will pay for its replacement or repair so that its working condition is as good as, but not better than, its condition when new. However, We will not pay more than We would have done if it had been completely destroyed.

The work of reinstatement may be carried out on another site and in a manner suitable to Your needs and must begin and be carried out as quickly as possible, providing this will not increase the maximum We will pay.

- (3) We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority.

We will not pay costs for Damage not insured by the Machinery Damage Cover under this Section, where notice was served on You before the Damage occurred, where an existing requirement must be completed within a stipulated period, for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage or in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

We will not provide cover if parts necessary for repairs are not available at the manufacturers' listed prices. However, We will pay for the cost of an equivalent repair to similar property for which repairs are available at manufacturers' listed prices.

We will not provide cover if

- (1) You do not incur the cost of replacing or repairing the Property Insured or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement or You do not comply with any of the terms of this Clause
- (2) the normal working environment of the Property Insured is a yard, an open sided building, a compound or other open space unless for the purpose of providing effluent, electricity, gas, heating, water or other building services for The Premises
- (3) the other property is insured by the Lifted Goods Endorsement or is stock in trade or is in the process of manufacture.

However, the Basis of Claim Settlement – Indemnity will apply.

Basis of Claim Settlement - Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured

unless the Basis of Claim Settlement Reinstatement Clause or any other alternate Basis of Claim Settlement is stated to apply.

Basis of Claim Settlement - Reinstatement of Property Insured in The Open

Where stated against an item in The Schedule that this Basis of Claims Settlement applies where Damage occurs to that item and the item is

- (1) lost or destroyed, We will pay for its replacement by similar property in a condition as good as, but not better than, its condition when new
- (2) damaged, We will pay for its replacement or repair so that its working condition is as good as, but not better than, its condition when new. However, We will not pay more than We would have done if the Property Insured had been completely destroyed.

The work of reinstatement may be carried out on another site and in a manner suitable to Your needs and must begin and be carried out as quickly as possible, providing this will not increase the maximum We will pay.

- (3) We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority.

We will not pay costs for Damage not insured by the Machinery Damage Cover under this Section, where notice was served on You before the Damage occurred, where an existing requirement must be completed within a stipulated period, for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage or in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

We will not provide cover if parts necessary for repairs are not available at the manufacturers' listed prices. However, We will pay for the cost of an equivalent repair to similar property for which repairs are available at manufacturers' listed prices.

We will not provide cover if You do not incur the cost of replacing or repairing the Property Insured or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement or You do not comply with any of the terms of this Clause.

However, the Basis of Claim Settlement – Indemnity will apply.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Average

In respect of any Item that has a Sum Insured stated against it in The Schedule if at the time of the Damage, the total Sum Insured of all such items is less than 85% of their total current new replacement value, You will be responsible for the difference and bear a proportionate share of the loss.

Our Rights

We may, if Damage occurs which leads to a claim

- (1) enter or take possession of the Building or The Premises
- (2) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not pay for any Damage if You, or anyone acting on Your behalf, do not comply with Our requirements or hinder or obstruct Us. You are not entitled to abandon property to Us.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide cover for

- (1) Damage caused by or consisting of
 - (a) fire, lightning or explosion (except Explosion as defined in the Machinery Damage Cover under this Section)
 - (b) aircraft and other aerial and/or spatial devices or articles dropped from them
 - (c) riot, civil commotion, strikers locked out, workers taking part in labour disturbances
 - (d) earthquake
 - (e) storm, flood or inundation from the sea
 - (f) escape of water from any tank apparatus or pipe
 - (g) subsidence, ground heave or landslip
 - (h) theft or attempted theftregardless of any other contributory cause.

This Exception will not apply to Contingency All Risks or All Risks excluding Breakdown if insured by Machinery Damage Cover under this Section.

- (2) the cost of remedying or repairing
 - (a) gradual deterioration or wear and tear
 - (b) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures
 - (c) loose parts or defective joints or seams unless caused directly by overheating brought about by shortage of water in Property Insured which is subject to steam or fluid pressure.

However We will cover You for any consequent Damage to Property Insured which is insured by Machinery Damage Cover under this Section.

- (3) the cost of any maintenance work.
- (4) Damage caused by the use of more than one crane unless the lifting operation complies fully with the requirements of BS7121 or any other British or International standard which may replace it.
- (5) any penalty
 - (a) for delay or detention
 - (b) in connection with guarantees or performance or efficiency
 - (c) for liquidated damages or consequential loss
 - (d) for liability not specifically provided for by this Machinery Damage Cover under this Section.

- (6) Damage to tyres caused by braking or by punctures, cuts or bursts.
- (7) Damage to experimental or prototype Property Insured.
- (8) Damage caused by the chipping of painted surfaces or scratching of any surfaces.
- (9) The Excess stated in The Schedule.
- (10) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence, and/or
 - 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(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by the Machinery Damage Cover under this Section, the burden of proving that any such Damage is covered under the Machinery Damage Cover under this Section will be upon You.

- (11) (a) Loss of Data
 - (b) any Damage to Computer and Electronic Equipment or Failure 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 cover You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by the Machinery Damage Cover under this Section.

(12) Loss destruction of or damage to property, any loss or expense, any consequential loss or any legal liability, directly or indirectly caused by or contributed to or arising from

(a) any test, experiment or routine inspection

(b) the imposition of abnormal working conditions

including intentional overloading unless occurring without Your knowledge or consent.

This exception does not apply during the application to an item of Property Insured of a load or loads that exceed its safe working load or loads for the purpose of certifying the item in the presence of a competent person approved by Us.

Loss of Revenue

Definitions

The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.

Annual Revenue

The Revenue during the 12 months immediately before the date of the Damage.

Standard Revenue

The Revenue during the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which affect The Business before or after the Damage and/or would have affected The Business had the Damage not occurred. The adjusted figures represent as near as possible the results which would have been achieved during the same period had the Damage not occurred.

Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Cover or Clause.

Revenue

The money paid or payable to You including donations, church collections and rent as stated in The Schedule.

Specified Disease

Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Rabies, Relapsing fevers, Rubella, Scarlet fever, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis or Whooping cough

Cover

All Risks

We will cover You for 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 caused by the Contingencies stated in The Schedule, provided that Damage is not excluded by the Property Damage Section of this policy.

The maximum We will pay for any one claim is

- (1) for any Item, the Sum Insured stated in The Schedule
- (2) in aggregate, the Total Sum Insured unless stated otherwise in the Basis of Settlement.

Contingencies

All Risks

- (1) Any Damage not excluded by the terms of the Property Damage - All Risks Section of this policy and
- (2) Damage not otherwise excluded by the terms of the Property Damage - All Risks Section of this policy caused by Defined Contingencies (1) to (12) to
 - (a) boilers on The Premises
 - (b) glass, china, earthenware, marble or other fragile objects
 - (c) vehicles licensed for road use including accessories on or attached to them
 - (d) caravans or trailers
 - (e) railway locomotives or rolling stock
 - (f) watercraft or aircraft
 - (g) property in the course of construction including materials for use in the construction
 - (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations
 - (i) livestock
 - (j) growing crops or trees.

Subsidence

Subsidence or ground heave of the site of Residential Buildings at The Premises or landslip.

Theft

Theft or attempted theft, or theft involving violence or threat of violence to You, Your Directors, Authorised Volunteers or Employees.

Basis of Settlement

We will cover You only for loss of Revenue due to

- (1) reduction in Revenue, and
- (2) increase in cost of working.

We will pay, less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease due to the Damage,

- (1) Revenue, the amount by which, due to the Damage, the Standard Revenue exceeds the Revenue during the Indemnity Period.
- (2) increase in cost of working, any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue during the Indemnity Period which but for such additional expenses would have taken place due to the Damage.

We will not pay, in respect of (2) above, more than the reduction avoided by the expenditure.

If at the time of the Damage the Sum Insured is less than 50% of the Annual Revenue, proportionately increased where the Maximum Indemnity Period exceeds 12 months, You will be Your own insurer for the difference and bear a rateable share of the loss.

Notes

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax. Any adjustment made for current cost accounting will be ignored.

Clauses

The following clauses apply to this Section.

Alternative Premises

The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at the Premises.

Auditors and Professional Accountants Fees

We will pay Your auditors' and professional accountants' reasonable charges for

- (1) producing information We require for investigating any claim, and
- (2) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditors' and professional accountants' charges, is the Sum Insured.

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 any additional premium required to reinstate the Sum Insured.

Additional Covers

Each Item of Revenue and Rentals, as insured under this Section, is extended to include interruption or interference with The Business during the Period of Insurance, resulting from

- (1) the Additional Cover, or
- (2) Damage at the premises or situations, or
- (3) Damage to the property

described below, which directly results in a reduction of the Turnover, Revenue, Fees or Rentals as insured by this Section.

The maximum We will pay under each Additional Cover will be

- (a) the Sum Insured or Limit stated in The Schedule, or
 - (b) the amount stated within the individual Additional Cover,
- whichever is the lower.

Each Additional Cover does not apply in respect of any other Additional Cover and is inclusive of any amounts payable under the provisions of any other Additional Cover.

Action by Police, Government or Other Competent Authority

The prevention or restriction of access to, or the closure of, The Premises by any Police, Government or other competent authority due to an emergency event within 1 mile of the boundary of The Premises that causes or threatens a danger or disturbance.

The maximum We will pay in respect of any one claim and in the aggregate in any one Period of Insurance is £50,000.

The provisions of any Automatic Reinstatement Clause does not apply to this Additional Cover.

We will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease.
- (2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission.
- (3) any interruption or interference lasting less than 72 consecutive hours.

Definitions

For the purposes of this Additional Cover, the following definitions apply:

Indemnity Period

The period during which the results of The Business are affected due to the emergency event starting from the date The Premises are closed or their access prevented or restricted and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

Three months.

Archaeological Digs

The Loss of Revenue or Additional Expenditure incurred solely due to necessary archaeological work following discoveries made only as a result of Damage at the Premises for which a valid claim is made under this Section.

The maximum We will pay in one Period of Insurance is £25,000.

Death or Adverse Publicity of a Patron

The death of Your Patron before the age of 70 years, or Your Patron being investigated for, accused of committing or charged with any criminal act or offence or the subject of any Adverse Publicity.

The maximum We will pay in respect of any one Period of Insurance is £25,000.

We will not provide cover for:

- (1) the death of Your Patron caused by or resulting from a pre existing medical condition
- (2) Adverse Publicity caused directly as a result of activities or actions of The Business
- (3) Adverse Publicity unless appearing in media as stated below.

Definitions

The following definitions apply to this Additional Cover

Adverse Publicity

Harmful, damaging and negative information concerning the individual which has been disseminated through television, newspapers, radio and electronic media to attract public notice.

Criminal Investigation

An investigation into an activity which has the potential to be punishable by law and is forbidden by statute.

Indemnity Period

The period during which The Business results are affected due to the death or Adverse Publicity of Your Patron starting from the date Your patron dies or any Criminal Investigation commences or any Adverse Publicity outside Your control appears in the media and ending no later than the Maximum Indemnity Period.

Maximum Indemnity Period

Three months.

Patron

An authorised figurehead who is recognised by The Business and uses their name to regularly raise awareness, financial contributions or obtain help from the public to benefit the aims of The Business.

Essential Personnel

The additional costs and/or expenses You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover, Revenue, Fees, or Rentals as insured by this Section during the Indemnity Period which but for such additional costs and/or expenses would have taken place caused by

- (1) death of any of Your Principals,
or
- (2) total and permanent disablement of any of Your minister or Your Principals, which prevents them from attending to their normal occupation

due to injury caused by accidental and violent means.

The maximum We will pay in any one Period of Insurance is £10,000.

Definition

The following definition applies to this Additional Cover

Principals

The Policyholder.

Event Sites

Damage arising from any situation where You are holding a fundraising event, exhibition or other activity, including Your Insured Property, at or while in transit to or from any such situation in the European Economic Area.

The maximum We will pay in respect of any one loss is £10,000.

Failure of Electricity, Gas and/or Water Supply

The accidental failure of Your supply of

- (1) electricity
- (2) gas
- (3) water

at the terminal ends of Your supplier's feed at The Premises within the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

The maximum We will pay is

- (1) £50,000 any one loss, and
- (2) £100,000 in any one Period of Insurance.

The Maximum Indemnity Period is 12 months.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of
 - (a) electricity
 - (b) gas
 - (c) wateror caused by the exercise by any supplier of (a) – (c) above of its power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) in respect of water supply only, caused by drought or other weather conditions unless equipment has been damaged
- (4) lasting less than 4 consecutive hours unless the failure results from Damage to any
 - (a) generating sub-station of Your supplier of electricity
 - (b) land based premises of Your supplier(s) of gas and/or of any natural gas producer directly linked to Your supplier(s) of gas
 - (c) water works and/or pumping station of Your supplier(s) of water within the Prescribed Territories.
- (5) lasting more than 7 consecutive days unless the failure results from Damage to any
 - (a) generating sub-station of Your supplier of electricity
 - (b) land based premises of Your supplier(s) of gas and/or of any natural gas producer directly linked to Your supplier(s) of gas
 - (c) water works and/or pumping station of Your supplier(s) of water within the Prescribed Territories.

Failure of Telecommunications

The accidental failure of Your supply of telecommunications and internet services at the incoming line terminals or receivers at The Premises in the Prescribed Territories.

The maximum We will pay is

- (1) £50,000 any one loss, and
- (2) £100,000 in any one Period of Insurance.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and internet services or caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) caused by drought, atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (4) caused by the failure of any satellite
- (5) lasting less than 24 consecutive hours.
- (6) lasting more than 7 consecutive days unless the failure results from Damage at any land based premises of Your supplier(s) of telecommunications and internet services in the Prescribed Territories.

Lottery Winners

The additional costs and/or expenses You incur, including but not limited to, recruitment and additional overtime costs and the cost of employing temporary staff for amounts in excess of permanent full time rates of payment, where an Employee or group of Employees resign from their post(s) within The Business as a direct consequence of them securing a win in a Lottery.

The maximum We will pay in respect of any one loss and in the aggregate in any one Period of Insurance is £50,000.

We will not provide cover unless the Employee or group of Employees resign within 14 days from the date of the successful Lottery win, and the amount won is in excess of £100,000.

Definitions

For the purposes of this Additional Cover, the following definitions apply:

Indemnity Period

The period during which The Business results are affected due to an Employee or group of Employees resigning from their post(s) within The Business as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.

Lottery

UK National Lottery Prize Draws including Scratchcards, UK National Football Pools, Euro Millions Lottery, Irish National Lottery and UK Premium Bond Prize Draws.

Maximum Indemnity Period

1 month.

Prevention of Access

Damage to Property

- (1) within 1 mile of the boundary of The Premises; and
- (2) which physically prevents or restricts access to, or use of, The Premises.

The maximum We will pay in respect of any one loss and in the aggregate in any one Period of Insurance is £50,000.

The provisions of any Automatic Reinstatement Clause do not apply to this Additional Cover.

We will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours.

Definitions

For the purposes of this Additional Cover, the following definitions apply:

Indemnity Period

The period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date The Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

3 months

This Additional Cover does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other clauses stated in The Schedule.

Second Hand and Donated Stock and Materials in Trade

We will cover You in respect of the lost potential revenue due to Damage from Stock and Materials in Trade at The Premises which is second-hand or has been donated to You whether or not such Stock and Materials in Trade is replaced, which would otherwise be earned by You, from second-hand or donated Stock and Materials in Trade, based on Your sales records and accounts for the same 12 month period.

The maximum We will pay in respect of any one loss and in any one Period of Insurance is £5,000.

Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide

The restricted use of, or closure of, The Premises on the order or advice of the competent authority following

- (1) a Specified Disease occurring at The Premises
- (2) any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from The Premises
- (3) the discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning, or a Specified Disease
- (4) the discovery of vermin or pests, or any accident causing defects in the drains or other sanitary arrangements, at The Premises
- (5) any occurrence of murder or suicide at The Premises.

The maximum We will pay in respect of any one loss and in any one Period of Insurance is £25,000.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this Additional Cover.

We will not provide cover

- (1) if in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease, You have failed to 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.
- (2) for any costs incurred in cleaning, repair, replacement, recall or checking of property
- (3) for reduction in the turnover, a reduction in Revenue, Fees, or Rentals caused by
 - (a) any occurrence of a Specified Disease not occurring at The Premises
 - (b) food poisoning, vermin, pest, defective sanitation, murder or suicide, not occurring at The Premises
- (4) for any interruption or interference lasting less than 72 consecutive hours.

Definitions

For the purposes of this Additional Cover, the following definitions apply:

Indemnity Period

The period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date The Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

3 months.

Unspecified Suppliers

Damage caused by a Contingency insured under this Section at any premises of Your contracted suppliers of goods and/or services within the Prescribed Territories.

We will not provide cover for Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

The maximum We will pay in respect of any one loss is £10,000.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Alteration

We will not cover You under this Section if

- (1) any Policyholder
 - (a) agrees a composition or arrangement with creditors, or
 - (b) agrees 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, or
 - (c) has an application made under the Insolvency Act 1986 or any successor act to the court for the appointment of an administrator, or
 - (d) has a winding up order made or a resolution for voluntary winding up passed except for the purposes of amalgamation or reconstruction, or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed, or
 - (e) has an administrative receiver, as defined in the Insolvency Act 1986 or any successor act, appointed or has 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
- (2) Your interest ceases otherwise than by Your death

However, We will provide cover if We agree otherwise.

Claims Procedures

If in relation to any claim, You have failed to comply with the following Claims Procedures, You will lose Your right to payment for that claim.

You must

- (1) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
- (2) at Your expense, provide Us with details of the claim and of any other insurances covering the Damage within 30 days after the expiry of the Indemnity Period or such further time that We may allow and provide Us with books, records and documents We require to assess Your claim
- (3) repay Us, any payment on account We have already made, if You fail to comply with this condition.

Index Linking

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.

In the event of a reduction in the level of such index or indices We will retain Your existing amounts insured unless You advise Us otherwise.

These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.

Payments on Account

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

Property Cover

We will not provide cover under this Section unless

- (1) there is in force, at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage, and
- (2) payment has been made or liability admitted for such Damage, or 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.

Subrogation Rights Waiver

In the event of a claim under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent or subsidiary and/or
- (2) any company which is a subsidiary of a parent company of which You are a subsidiary

as defined in the relevant legislation current at the time of Damage.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

All Risks

We will not provide cover for

- (1) Damage to the Property Insured caused by or consisting of
 - (a) an existing or hidden defect
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty or defective design or materials used in its construction
 - (e) faulty or defective workmanship or operating error or omission by You or any of Your Employees

However, We will provide cover for any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage to the Property Insured caused by or consisting of
 - (a) corrosion, rust, rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus

- (b) change in temperature, colour, flavour, texture or finish
- (c) nipple or joint leakage or failure of welds
- (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associating piping
- (e) the Property Insured's own mechanical or electrical breakdown or derangement

However, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause insured by this Section and any subsequent Damage which results from a cause not otherwise excluded.

- (3) Damage to the Property Insured caused by pollution or contamination

However, We will provide cover for Damage to the Property Insured not otherwise excluded caused by pollution or contamination which results from Defined Contingencies (1) to (12) or Defined Contingencies (1) to (12) as insured by this Section, which results from pollution or contamination.

- (4) Damage to the Property Insured caused by

- (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe, or specifically mentioned as insured in The Schedule
- (b) normal settlement of new structures
- (c) acts of fraud or dishonesty
- (d) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error.

- (5) Damage to any building or structure caused by its own cracking or collapse

However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) as insured by this Section, and is not otherwise excluded.

- (6) Damage to gates, fences or moveable property in the open by wind, rain, hail, sleet or snow, flood or dust

However, We will provide cover for Damage to such property caused by falling trees which is not otherwise excluded.

- (7) Damage

- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
- (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
- (c) resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair

However, We will provide cover for Damage if it is caused by fire or explosion and is not otherwise excluded.

- (8) Damage while any building is Unoccupied caused by escape of water as a result of freezing of any automatic sprinkler in The Premises

- (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specifically mentioned as being insured in The Schedule

However, We will provide cover for Damage if it results from a Defined Contingency and is not otherwise excluded.

(10) Damage to

- (a) vehicles licensed for road use including accessories on or attached to them, caravans or trailers
- (b) railway locomotives or rolling stock
- (c) watercraft or aircraft
- (d) property in the course of construction including materials for use in the construction
- (e) land, piers, jetties, bridges, culverts or excavations
- (f) livestock, growing crops or trees

However, We will provide cover for property which is specifically stated as being insured in The Schedule and the Damage is not otherwise excluded.

(11) Damage insured by any marine policy or which would be insured under any marine policy if this policy did not exist

However, We will provide cover for Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.

(12) Damage more specifically insured by You or on Your behalf

(13) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to the use or threat of force and/or violence, and/or 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(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

(14) (a) Loss of Data

- (b) any Damage to Computer and Electronic Equipment or Failure 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 cover You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section.

(15) the Excess stated in The Schedule.

Terrorism

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Act of Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM Government in the United Kingdom or any other government de jure or de facto.

Computer System

A computer or other equipment or component or system or item which processes stores transmits or receives Data.

Covered Loss

All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property in the Territory, the proximate cause of which is an Act of Terrorism.

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Excess

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.

Hacking

Unauthorised access to any Computer System, whether Your property or not.

Heads of Cover

Any of the following types of direct insurance cover

- (1) Buildings and completed structures
- (2) Other property
- (3) Business Interruption
- (4) Book Debts

insured under this policy.

Individual

Any person other than

- (1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business
- (2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual
- (3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:
 - (a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
 - (b) located in premises owned by any such person,
and the commercially occupied proportion of the property does not exceed 20%
- (4) an individual insuring property that is of sole commercial use
- (5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.

Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

Nuclear Installation

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

- (1) the production or use of atomic energy;
- (2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- (3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

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

Phishing

Any access or attempted access to Data made by means of misrepresentation or deception.

Property

For the purposes of this Section only, all property whatsoever, but excluding:

- (1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless
 - (a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or
 - (b) not insured in the name of an Individual
- (2) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Territory

England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).

Treasury

The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.

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.

Cover

We will cover You for a Covered Loss during the Period of Insurance subject to the provisions set out below.

The maximum We will pay in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy.

In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered.

This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured.

If there is conflict between this Section and the rest of the policy, this Section will prevail.

Conditions

We may cancel the cover provided by this Section by sending You 30 days written notice to Your last known address.

We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no

- (a) claim(s) made under this Section for which We have made a payment or which are still under consideration

(b) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us

during the current Period of Insurance.

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (1) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies
- (2) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
 - (a) such property and/or premises and
 - (b) such Business Interruption and Book Debts

unless We agree otherwise in writing.

Exceptions

We will not provide cover for any losses whatsoever

- (1) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
- (2) unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - (a) damage to or the destruction of any Computer System; or
 - (b) any alteration, modification, distortion, erasure or corruption of Data;

in each case whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

Proviso to Exception (3)

- (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:
 - (a) results directly (or, solely as regards (b) (iii) below, indirectly) from
 - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
 - (ii) impact of aircraft or any aerial devices or articles dropped from them,
 - (iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,
 - (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and

- (b) comprises:
 - (i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or
 - (ii) the amount of business interruption loss suffered directly by You by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or
 - (iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss; and
 - (c) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- (2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude
- (a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of “Money” as set out in this policy; and
 - (b) any Data.
- (3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph (1) (a) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs (1) (a) and (1)(b) above from being recoverable under this Section.

In no other circumstances, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.

Employers' Liability

Definitions

The following definitions apply to this Section in addition to the Policy definitions at the front of this policy.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at any Coroner's Inquest or Fatal Accident Inquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) costs and expenses
incurred with Our written consent
- (3) Any claimants legal costs for which The Insured is legally liable
in connection with any event which is or may be the subject of cover under this Section.

Terrorism

Any act or acts including but not limited to the use or threat of force and/or violence and/or 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(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

The Defined Territories

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

The Insured

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
 - (a) any Director, Authorised Volunteer or Employee of Yours
 - (b) the officers, committees and members of Your canteen, social, sports, educational and welfare organisations, first aid, fire, security and ambulance services in their respective capacities as such but this shall not extend to include any affiliated group or club of Yours unless notified to Us and accepted by Us in writing
 - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditions
for legal liability for which You would have been entitled to cover if the claim had been made against You.

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

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be covered.

The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay for any one claim or series of claims against The Insured arising out of one cause.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide cover for Bodily Injury to any Employee engaged by You outside the Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

Cover

We will provide cover to The Insured for legal liability to pay Compensation, Costs and Expenses for Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
- (2) upkeep of vehicles and plant which are owned and used by You
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (4) Your first aid, fire, security and ambulance services
- (5) Fund Raising Events, Activities and Exhibitions
- (6) private work by any Employee, with Your prior consent, for You or for any Director or Employee of Yours.

Contractual Liability

We will provide cover to The Insured 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 cover for any agreement for or including the performance of work outside The Defined Territories.

Corporate Manslaughter and Corporate Homicide Act 2007

We will provide cover for

- (1) legal fees and expenses, incurred with Our written consent, for defending proceedings, including appeals
- (2) 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 cover

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which result from any deliberate act or omission by You or which relate to any person other than an Employee
- (3) in respect of any fines or remedial or publicity orders or any steps required to be taken by such orders
- (4) where cover is provided by another insurance policy.

Cross Liabilities

We will provide cover for each party named as The Policyholder in The Schedule 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 covered.

Health and Safety Legislation

We will provide cover for

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which result from any deliberate act or omission by You or which relate to the health and safety of any person other than an Employee
- (3) where cover is provided by another insurance policy.

Our Right of Recovery

The cover provided by this Section is in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

If, by any such law, We are required to pay a claim which is excluded under Your policy, You will have to repay to Us all sums paid by Us under such claim.

Payment for Court Attendance

We will compensate You if, at Our request, You, or any Director, Authorised Volunteer or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to cover.

The maximum We will pay for

- (1) You or each Director is £500 per day.
- (2) each Authorised Volunteer or Employee is £500 per day.

Unsatisfied Court Judgments

We will, at Your request, pay any Employee or their personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business
- (2) the judgment was obtained in a court within The Defined Territories
- (3) there is no appeal outstanding to the judgment
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

Conditions

Policy Conditions can be found at the back of this document.

Exceptions

The following exceptions apply to this Section in addition to the Policy exceptions at the back of this policy.

We will not provide cover for

- (1) work in or on and travel to, from or within any offshore
 - (a) accommodation, exploration, drilling or production rig or platform
 - (b) support vessel
- (2) Bodily Injury sustained by any Employee when such person is
 - (a) carried in or upon a vehicle
 - (b) entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security
- (3) liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (4) any consequence 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 Terrorism except as stated in **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 (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only 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 Section shall be upon You.

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000, including Costs and Expenses.

- (5) any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) 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
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (5)(a) above except as stated in **Special Provision - War** below.

Special Provision – War

Subject otherwise to the terms of the policy

Neither of the exclusions in (5)(a) and (5)(b) above shall apply to the Employers' Liability Section but The Limit of Indemnity for the purpose of this Special Provision - War is limited to £5,000,000, including Costs and Expenses.

Public and Products Liability

Definitions

The following definitions apply to this Section in addition to the Policy definitions at the back of this policy.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for the Insured's legal representation at any Coroner's Inquest or Fatal Accident Inquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) costs and expenses incurred with Our written consent
- (3) Any claimants legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of cover under this Section.

Damage

Physical loss, destruction, damage.

Fund Raising Events, Activities and Exhibitions

All events organised by You or a Director or Employee of Yours or an event's organiser for the purposes of raising funds for The Business and subsequent beneficiaries.

Personal Injury

Bodily Injury, wrongful arrest, detention or imprisonment, eviction, accusation of shoplifting.

Pollution or Contamination

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

Products Supplied

Anything which is manufactured, sold, supplied, processed, altered or treated, repaired, serviced or tested, installed, constructed, erected or transported by You or on Your behalf and which is no longer in the custody or control of The Insured.

Property

Material property.

Publication

Written material produced in the course of The Business.

Terrorism

Any act or acts including but not limited to the use or threat of force and/or violence and/or 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(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

The Defined Territories

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

The Excess

The amount(s) specified in Your policy or The Schedule which You will bear. You will repay any such amount paid by Us.

The Insured

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
 - (a) any Director, Authorised Volunteer or Employee of Yours
 - (b) the officers, committees and members of Your canteen, social, sports, educational and welfare organisations, first aid, fire, security and ambulance services in their respective capacities as such
 - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditionsfor legal liability for which You would have been entitled to cover if the claim had been made against You.

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

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be covered.

The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of Products Supplied and Pollution or Contamination The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

The Works

All works completed or to be completed by You or on Your behalf including all materials incorporated or to be incorporated, plant, tools, equipment and temporary buildings used, or to be used, for the period during which You are responsible under contract conditions.

Cover

We will provide cover to The Insured for legal liability to pay Compensation, Costs and Expenses for accidental

- (1) Personal Injury
- (2) Damage to Property
- (3) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, for any claim brought in the United States of America, or any territory within its jurisdiction, or Canada the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

Abuse

Where You fall under the Church of Scotland safeguarding policies, We will cover You for Your legal liability to pay Compensation and Costs and Expenses for accidental Bodily Injury which arises as a direct result of Abuse in connection with The Business and which happens during the Period of Insurance within the Territorial Limits.

The maximum We will pay for all Losses inclusive of Costs and Expenses in any one Period of Insurance under this clause is £10,000,000. Any payments under this clause will not increase or exceed The Limit of Indemnity.

Exceptions

The following exceptions apply to this Abuse Clause in addition to the Policy Exceptions and any exceptions applying to this Section

We will not provide cover

- (1) if You have
 - (a) authorised or permitted Abuse, and/or
 - (b) disregarded knowledge of Abuse, and/or
 - (c) had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse, and/or
 - (d) aided or contributed to or supported Abuse, and/or
 - (e) intentionally or wilfully failed to comply with any procedure regulation or licence designed to protect children or vulnerable adults from Abuse.
- (2) where cover is provided by another insurance policy.
- (3) for the Excess stated in The Schedule.

Conditions

The Abuse Condition is a condition precedent to liability and applies to this Abuse Clause in addition to the Policy Conditions. If in relation to any Loss You have failed to fulfil the following condition, You will lose Your right to cover or payment for that Loss.

Abuse Condition

You must ensure

- (1) You implement, adhere to and maintain all written policies and procedures for safeguarding the welfare of any person in Your care against Abuse in accordance with
 - (a) all current applicable laws and regulation within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
 - (b) The Church of Scotland's safeguarding policies
- (2) In respect of any individual working for You or on Your behalf, whether voluntarily or paid, in a role which involves unsupervised access to any person in Your care, for whom Protecting Vulnerable Groups Scheme (PVGS) in Scotland, Disclosure and Barring Service (DBS) in England and Wales or any equivalent in other countries, then that individual:
 - (a) has undergone satisfactory PVGS/DBS checks or similar statutory disclosure checks prior to engagement in those duties;
 - (b) undergoes at intervals not exceeding 5 years further satisfactory PVGS checks;
 - (c) undergoes at intervals not exceeding 3 years further satisfactory DBS checks or similar statutory disclosure checks;
 - (d) has access to, is acquainted with and receives formal training in Your safeguarding policy and receives at intervals not exceeding 5 years formal update training based upon current best practice;
 - (e) receives formal induction safeguarding training prior to commencement of their duties and is supervised during their probationary service period.
- (3) from the time The Business started or for not less than 30 years (whichever is the later) You have securely retained all relevant employment and engagement applications, references, identity verifications, records of Disclosure and Barring Service checks, Protecting Vulnerable Groups Scheme checks or similar statutory disclosure checks and all relevant and related paperwork in respect of:
 - (a) Your safeguarding policy, revisions and records of Your safeguarding policy and the training delivered to any individual working for You or on Your behalf whether voluntarily or paid, in a role which involves unsupervised access to any person in Your care;
 - (b) any recorded incident or incidents of Abuse including any action taken (such as notifications to the appropriate authorities).

Definitions

The following additional or revised definitions apply to the Abuse Clause and shall keep the same meaning wherever they appear in this clause unless an alternative definition is stated to apply

Abuse

any actual, alleged, attempted or threatened

- (1) act of hurting or injuring mentally, emotionally or physically by maltreatment or ill-use; or
- (2) act of forcing sexual activity, rape, molestation or sexual harassment; or
- (3) incident of offensive or abusive behaviour or racial discrimination or any use of offensive or abusive language

whether isolated, continuous, repeated or intermittent.

Bodily Injury

death, illness, disease, mental injury or nervous shock.

Claim

any demand for Compensation plus Costs and Expenses made against the Insured by an individual who has suffered Abuse.

Costs and Expenses

- (1) fees for the Insured's legal representation at any Coroner's Inquest or Fatal Accident Inquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) costs and expenses incurred with Our written consent
- (3) any claimants' legal costs for which The Insured is legally liable

which arise in connection with a Claim.

Loss

any isolated, continuous, repeated or intermittent incident or incidents of Abuse by an offender or offenders that are causally connected and give rise to a Claim or a series of Claims under this clause. Where such an incident of Abuse gives rise to more than one Claim and/or is found to be continuous repeated or intermittent over more than one Period of Insurance, all such incidents shall be deemed to have happened on the date on which the first causally connected incident took place.

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
- (2) upkeep of vehicles and plant which are owned and used by You
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (4) Your first aid, fire, security and ambulance services
- (5) Fund Raising Events, Activities and Exhibitions
- (6) private work by any Employee, with Your prior consent, for You or for any Director or Employee of Yours.

Buildings Temporarily Occupied

We will provide cover for legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide cover for Damage to

- (1) premises and their contents which You own or which are loaned, leased, hired or rented to The Insured or any other party who is carrying out work on Your behalf
- (2) The Works.

Consumer Protection Act 1987 and Food Safety Act 1990

We will provide cover for

- (1) legal fees and expenses, incurred with Our written consent, for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) for proceedings which result from any deliberate act or omission by You
- (3) where cover is provided by another insurance policy.

Contractual Liability

We will provide cover for accidental 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 cover for any agreement for or including the performance of work outside The Defined Territories.

Corporate Manslaughter and Corporate Homicide Act 2007

We will provide cover for

- (1) legal fees and expenses, incurred with Our written consent, for defending proceedings, including appeals
- (2) 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 cover

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which result from any deliberate act or omission by You or which relate to any Employee
- (3) in respect of any fines or remedial or publicity orders or any steps required to be taken by such orders
- (4) where cover is provided by another insurance policy.

Cross Liabilities

We will provide cover for each party named as The Policyholder in The Schedule 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 covered.

Data Protection

We will provide cover for

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 2018 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) 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 cover for

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

Defective Premises

We will provide cover for legal liability for accidental Bodily Injury or Damage to Property arising under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001, in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide cover for the cost of rectifying any defect or alleged defect in such premises.

Employees' and Visitors' Personal Belongings

We will provide cover for legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide cover where Property is

- (1) loaned, leased, hired or rented to The Insured
- (2) stored for a fee or other consideration by The Insured
- (3) in the custody or control of The Insured for the purposes of being worked upon.

Health and Safety Legislation

We will provide cover for

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which result from any deliberate act or omission by You or which relate to the health and safety of any Employee
- (3) where cover is provided by another insurance policy.

Hired or Rented Premises

We will provide cover for legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide cover for

- (1) the first £250 of Compensation, Costs and Expenses in respect of such damage caused other than by fire or explosion
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

Injuries to Working Directors

We will provide cover for any working Directors of The Business who suffers Bodily Injury

- (1) in the course of The Business during the Period of Insurance and within the Territorial Limits, and
- (2) caused by the negligence of another working Director or Employee.

Libel and Slander

We will provide cover for legal liability for Compensation, Costs and Expenses as a result of any

- (1) libel in any Publication
- (2) slander made in the course of The Business
- (3) infringement of any trademark, registered design, copyright or patent right arising from the contents of any Publication
- (4) slander of title to goods.

This cover only applies to claims made against The Insured during the Period of Insurance or within 12 months of its expiry, provided the cause of the claim occurred during the Period of Insurance.

All claims arising out of one cause, whether or not all such claims are made against The Insured in the same Period of Insurance, will be treated as one claim.

The maximum We will pay, inclusive of Costs and Expenses, for any one claim or in any one Period of Insurance is £100,000.

We will not provide cover for

- (1) withdrawing, recalling or replacing any Publication
- (2) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement
- (3) actions brought in a court of law outside of The Defined Territories
- (4) ten percent of each and every claim.

Motor Contingent Liability

We will provide cover for legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or attached trailer which is

- (1) not owned or provided by, or loaned, leased, hired or rented to You, and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide cover

- (1) for Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (2) while the vehicle is being driven by You or any person who, to Your knowledge or that of Your representatives, does not hold a licence to drive the vehicle unless that person has held and is not disqualified from holding or obtaining such a licence
- (3) where cover is provided by another insurance policy.

Overseas Personal Liability

We will provide cover to You and, at Your request, any Director, Authorised Volunteer or Employee of Yours for legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also cover any accompanying spouse and children.

Where You are an individual, this cover will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide cover

- (1) where liability arises from
 - (a) any agreement unless liability would have existed otherwise
 - (b) ownership or occupation of land or buildings
 - (c) the carrying on of any trade or profession
 - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
- (2) where cover is provided by another insurance policy.

Payment for Court Attendance

We will compensate You if, at Our request, You, or any Director, Authorised Volunteer or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to cover.

The maximum We will pay for

- (1) You or each Director is £500 per day.
- (2) each Authorised Volunteer or Employee is £500 per day.

Private Hirer – Cover to Hirer

We will provide cover at Your request to any Hirer in respect of legal liability for which You would have been entitled to if a claim had been made against you.

Each Hirer will be subject to the terms of this Section in so far as they apply.

The maximum We will pay for all claims, inclusive of Costs and Expenses is £2,000,000 in any one Period of Insurance.

We will not provide cover

- (1) for more than three occasions per Hirer in any one Period of Insurance
- (2) where cover is provided by another insurance policy.

For the purposes of this clause, Hirer shall mean any persons who have entered into an agreement with you to hire, rent or borrow The Premises for social events.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy. If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

Exceptions

The following exceptions apply to this Section in addition to the Policy exceptions at the back of this policy.

We will not provide cover for

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business
- (2) the ownership, possession or use by or on behalf of The Insured of any
 - (a) aircraft, aerial device or hovercraft
 - (b) watercraft exceeding eight metres in length

- (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
 - (i) where described in the Motor Contingent Liability Clause(if necessary)
 - (ii) the loading or unloading of any such vehicle, trailer or plant where cover is not provided by another insurance policy
- (3) Damage to Property
 - (a) which You own or which is loaned, leased, hired or rented to The Insured
 - (b) which is held in trust or in the custody or control of The Insured or any other party who is carrying out work on Your behalf
 other than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause
 - (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract) or The Works
- (5) recalling or making refunds in respect of Products Supplied or The Works
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract
- (7) the carrying out of any work, or 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
- (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place
- (9) (a) work in or on and travel to, from or within
 - (b) Products Supplied to
any offshore
 - (i) accommodation, exploration, drilling or production rig or platform
 - (ii) support vessel
- (10) liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied
- (12) Any Fundraising Events, Activities and Exhibitions
 - (a) where combined numbers of entrants and spectators on site exceed 1000 at any one time
 - (b) taking place outside The Defined Territories and the Republic of Ireland
 - (c) where the event duration lasts longer than 48 hours
 - (d) organised by an event organiser or company who is not working for You or on Your behalf

- (e) which involve
 - (i) weapons
 - (ii) passenger carrying amusement devices
 - (iii) animal rides of any kind
 - (iv) ballooning or aerial activities including parachuting, paragliding, or parasailing
 - (v) go-karting, quad biking or motor sports
 - (vi) bungee jumping
 - (vii) professional sport teams or persons
 - (viii) individual exhibitions valued at over £250,000
 - (ix) racing or time trials other than on foot
 - (x) the use of a watercraftother than where agreed by Us in writing prior to such Fundraising Events, Activities and Exhibitions taking place

- (13) (a) exposure to
 - (b) inhalation of
 - (c) fears of the consequences of exposure to or inhalation of
 - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos

- (14) 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

- (a) Virus or Similar Mechanism
- (b) Denial of Service Attack
- (c) 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

- (15) any consequence 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 Terrorism except as stated in **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 (15)(a) and/or (15)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only 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 Section shall be upon You

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (15) (a) and (15) (b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to

- (a) £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause
 - (b) £5,000,000 in respect of all events happening in any one Period of Insurance in respect of Products Supplied.
- (16) Products Supplied which The Insured knows, should be expected to know, or knew would be used within the United States of America or Canada
- (17) Skateboard parks or the operation of any mechanically powered passenger carrying amusement devices in designated playgrounds or play areas
- (18) any actual, alleged, attempted or threatened
- (a) act of hurting or injuring mentally, emotionally or physically by maltreatment or ill-use; or
 - (b) act of forcing sexual activity, rape, molestation or sexual harassment; or
 - (c) incident of offensive or abusive behaviour or racial discrimination or any use of offensive or abusive language
- whether isolated, continuous, repeated or intermittent, except as stated in the Abuse Clause.

Group Personal Accident

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Accident/Accidental

A sudden violent external unforeseen and identifiable event.

Accidental Bodily Injury

(1) Injury caused by Accidental and/or violent means

(2) Injury resulting from Exposure

occurring within 24 months from the date of such Accident or Exposure.

Benefit Period

The total period, after the expiry of any Deferment Period stated in The Schedule, for which We will pay benefits for Temporary Total Disablement and/or Temporary Partial Disablement in respect of any one Accident to any Insured Person.

Business Partner(s)

An individual who has entered into a legal contract with one or more people to manage the business of The Policyholder and to share in the responsibilities, resources, profits and liabilities of such business.

Capital Benefits

Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ and Permanent Total Disablement.

Deferment Period

The number of calendar days at the commencement of each and every period of Temporary Total Disablement and/or Temporary Partial Disablement for which benefit is not payable.

Exposure

Death and/or injury to an Insured Person as a direct result of exposure to the elements.

Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a Qualified Medical Practitioner, continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

Insured Person(s)

You and any Director or Employee of Yours aged 85 or under at the effective date of the current Period of Insurance.

Loss of Hearing

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

Loss of Internal Organ

Total and permanent loss of by removal or effective loss of use of one lung or one kidney, the spleen or the liver.

Loss of Limb

Shall mean in respect of

- (1) an arm - physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), and/or
- (2) a leg - physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

Loss of Sight

The total and permanent loss of sight, which shall be deemed to have occurred

- (1) in both eyes when the Insured Person's name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- (2) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

Total and permanent loss of speech.

Operative Time of Cover

The period of time during which You or an Insured Person is covered by this Section as described in The Schedule.

Permanent Total Disablement

Permanent disablement, wholly preventing the Insured Person from engaging in or giving attention to their usual occupational duties on Your behalf, caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Internal Organ or Loss of Hearing. Where disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practise medicine or dentistry under the laws of the country they practise in, other than Director, Authorised Volunteer or Employee, or Insured Person of The Policyholder, or, a member of the Immediate Family of an Insured Person.

Salary

The Insured Person's wages/salary, including overtime, commission or bonus payments, drawings or Director dividend payments received in the 12 months immediately preceding the date of Accident (all prior to deductions) or for weekly paid Employees 52 times the Insured Person's weekly wage immediately preceding the date of Accident (all prior to deductions).

Sickness

Sickness or disease (not resulting from Accidental Bodily Injury) contracted anywhere in the world.

Temporary Partial Disablement

Disablement which prevents the Insured Person from engaging in or attending to over 50% of their usual occupational duties.

Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in or attending to their usual occupational duties.

Terrorism

- (1) Any act or acts including but not limited to
 - (a) the use or threat of force and/or violence, 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 meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.
- (2) Any action taken in controlling, preventing, suppressing or in any way relating to (1) above.

Weekly Wage

The average gross weekly wage (or in the case of salaried 1/52nd of their Salary) normally paid to the Insured Person as a wage or salary for services (including overtime, commission or bonus payments) prior to all deductions paid in the 12 week period (or any shorter period if the Insured Person has been employed for less than 12 weeks) before the date of commencement of the period of Temporary Total Disablement or Temporary Partial Disablement.

Cover

We will pay the amount shown in The Schedule to You, for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which, within 24 months of the date of the Accident, solely directly and independently of any other cause results in any of the benefits listed below

- (1) Death
- (2) Capital Benefits
- (3) Temporary Total Disablement
- (4) Temporary Partial Disablement.

Amount Payable

The amount payable to You in respect of any Insured Person shall be the amount as stated in The Schedule for that category of Insured Person.

Clauses

The following clauses apply to this Section.

Completion of Voluntary Work

In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time of Cover, which results in a payment of Capital Benefits or Temporary Total Disablement or Temporary Partial Disablement, and the minor works of maintenance, repair or redecoration at the Premises having been commenced by the Insured Person cannot be completed by the expected date, We will pay for the cost of employing a contractor to complete the work.

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

Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, such Insured Person will be presumed to have died.

However, You will repay any benefit if such Insured Person is found to have been alive or is found alive.

Medical Expenses

In the event of an Insured Person sustaining Accidental Bodily Injury We will pay You on their behalf for the cost of any incurred ambulance charges or medical expenses as an inpatient in a Hospital or nursing home.

The maximum We will pay any one claim is 30% of the benefit payable or £10,000, whichever is lesser.

Pulpit Replacement Speaker

In the event that an Insured Person is unable to take Your Sunday service due to Accidental Bodily Injury occurring during the Operative Time of Cover, which results in a payment of Capital Benefits or Temporary Total Disablement or Temporary Partial Disablement, We will pay You a benefit amount for reasonable costs incurred by You to secure a replacement speaker from another church to take Your Sunday service.

The maximum We will pay any one claim is

- (1) £100 per Sunday, and
- (2) £1,000 in any one Period of Insurance.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy

Accumulation Limit

Any one accident

The maximum We will pay, in respect of all benefits under this Section in aggregate, in respect of all Insured Persons involved in the same Accident shall not exceed the any one Accident limit stated in The Schedule and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the maximum accumulation limit.

Multi-Engined Aircraft

The maximum We will pay, in respect of all benefits under this Section in aggregate, in respect of all Insured Persons involved in the same multi-engined aircraft accident or series of multi-engined aircraft accidents caused by, contributed by or consequent upon the same original cause or event shall not exceed the multi-engined aircraft limit stated in The Schedule and individual benefits shall where necessary be reduced proportionately until the total aggregate of individual benefits does not exceed the multi-engined aircraft limit.

Single-Engined Aircraft

The maximum We will pay, in respect of all benefits under this Section in aggregate, in respect of all Insured Persons involved in the same single-engined aircraft accident or series of single-engined aircraft accidents caused by, contributed by or consequent upon the same original cause or event shall not exceed the single-engined aircraft limit stated in The Schedule and individual benefits shall where necessary be reduced proportionately until the total aggregate of individual benefits does not exceed the single-engined aircraft limit.

Acquisition

If You acquire a new company or business and the staff from that business are added to this cover We agree to include the additional staff at no additional premium provided that the exposure does not increase by more than 10%.

Age Limits

Unless otherwise agreed by Us and specifically noted in this Section no person aged 86 or over in respect of Group Personal Accident at the commencement of the Period of Insurance will be covered by this Section.

Assignment

You may not assign the benefits under this Section. We shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this Section.

Associated Companies

Where associated companies are covered You shall provide a list of these to Us.

Cessation of Employment

Payment of benefit will cease immediately if the Insured Person who is the subject of a claim retires or otherwise ceases to be engaged by You.

Claims Procedure

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

You must:

- (1) tell Us as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event
- (2) as soon as practicable and at Your expense, provide Us with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim
- (3) provide Us at Your own expense with all certificates, information and evidence reasonably required by Us and in the form and of such nature as We may prescribe
- (4) immediately pass to Us unanswered, all communications from third parties in relation to any event which may result in a claim under this
- (5) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this Section without Our written agreement

The Insured Person shall

- (1) submit to medical examination at Our request in respect of any alleged Accidental Bodily Injury where We shall pay the fee
- (2) as soon as possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a Qualified Medical Practitioner.

We shall not be liable for any consequences arising due to the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

In the case of death We shall be entitled to have a post-mortem examination at Our own expense.

Insured Person over the age of 80

If the Insured Person is over the age of 80 at the date of the Accident giving rise to a claim the benefit will be limited to 10% of the Sum Insured or £50,000 whichever is the lesser.

Interest

We will not pay interest on any claim payable.

Medical Evidence

We may, at Our expense, arrange for an Insured Person to undergo

- (a) a medical examination, or
- (b) a post-mortem examination.

Minors

If the Insured Person is under the age of 16 at the date of the Accident giving rise to a claim

- (1) The maximum amount payable for death will be £20,000 or the sums insured shown in The Schedule whichever is the lesser
- (2) The definition of Permanent Total Disablement will be disablement wholly preventing the Insured Person from engaging in or giving attention to occupational duties of any and every kind caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Internal Organ or Loss of Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life
- (3) No benefit will be payable for Temporary Total Disablement or Temporary Partial Disablement.

Payment of Benefit

All payments to be made by Us under this Section will be made to You unless You otherwise instruct Us in writing. This includes (but is not limited to) any payment or indemnity which is expressed to be payable to You for the benefit of or on behalf of an Insured Person, or is expressed to be paid to an Insured Person or their estate.

- (1) We will not pay under more than one of the benefits listed below in connection with the same Accident for the same Insured Person
 - (a) death
 - (b) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
 - (c) Permanent Total Disablement.After payment has been made for
 - (a) death
 - (b) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
 - (c) Permanent Total Disablementno further payments shall be made by Us in respect of that Insured Person during the current Period of Insurance.
- (2) If death benefit is not covered then We will not pay for benefits for Loss of Limb or Loss of Sight or Loss of Speech or Loss of Hearing until at least 13 weeks after the date of the Accident and only then if the Insured Person has not died as a result of the Accident.
- (3) The cover Medical Expenses shall immediately cease two years from the date of the Accident.
- (4) Maximum Weekly Benefit

The maximum Weekly Wage payable for

- (a) Temporary Total Disablement will not exceed 100%
- (b) Temporary Partial Disablement will not exceed 50%

of the Insured Person(s) Weekly Wage or the amount stated in The Schedule providing this does not exceed the percentages as stated above.

It is the duty of the Insured or Insured Person to inform Us if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

We will not pay more than the death sum insured until at least 13 weeks after the Accident and only then if the Insured Person has not died as a result of the Accident.

Payment of Permanent Total Disablement

Benefit in respect of Permanent Total Disablement will be payable after the expiry of 52 consecutive weeks disablement and on certification by a Qualified Medical Practitioner appointed by Us that disablement is permanent and without expectation of recovery.

Payment of Temporary Total Disablement and/or Temporary Partial Disablement

- (1) Payment of benefit for Temporary Total Disablement and/or Temporary Partial Disablement shall not preclude entitlement to any other benefit but shall cease immediately following payment of
 - (a) death
 - (b) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
 - (c) Permanent Total Disablement.
- (2) Payment of benefit for Temporary Total Disablement and/or Temporary Partial Disablement will be paid at 4 weekly intervals in arrears commencing after the expiry of the Deferment Period, on the supply of certificates from a Qualified Medical Practitioner.
- (3) In respect of any one Accident benefit will not be payable in respect of Temporary Total Disablement and/or Temporary Partial Disablement for longer than the Benefit Period shown in The Schedule.

The Contracts (Rights of Third Parties) Act 1999

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy

This Section does not cover

- (1) The Insured Person engaging in any kind of flying as a pilot
- (2) The Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service
- (3) The Insured Person committing or attempting to commit suicide or intentionally inflicting self injury

- (4) The Insured Person's own criminal act
- (5) Any claim incurred in or in respect of travel to Afghanistan, Iran, Iraq, North Korea and Syria or any claim incurred in a country or part of a country where the Foreign and Commonwealth Office has issued warnings against all travel to that country or part, unless referred and agreed by Us in writing.

We will not pay any claim for Accidental Bodily Injury if any of the following have contributed in any way, or if the injury was caused directly or indirectly by the Insured Person suffering from

- (1) any gradually operating cause
- (2) any naturally occurring condition or degenerative process
- (3) Sickness or disease (unless resulting directly from Accidental Bodily Injury).

Management Liability

Definitions

Applicable to all Covers under this Management Liability Section

Each time We use one of the words or phrases listed below it will start with a capital letter and it will have the same meaning wherever it appears in this Section except when used in 'Policy Introduction', 'Contents', 'Complaints Procedure', 'Important Information' and in headings and titles.

Bail Bond Costs

The reasonable premium (not including any collateral) for a bond or other financial instrument to guarantee an Insured Person's contingent obligation for bail or equivalent in any jurisdiction required by a court in respect of any Claim.

Benefit Scheme

Any

- (1) pension scheme, programme or plan other than any defined benefit pension scheme
- (2) profit sharing, share option or share purchase scheme
- (3) health and welfare or other Employee benefit plan or trust

established or conducted for the benefit of the Company or any Employee and their families and dependants.

Bodily Injury

Any injury, death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

Business Activities

The activities of the Company stated in the Schedule.

Claim

Any

- (1) demand, whether oral or in writing, for damages, compensation or specific non-pecuniary relief
- (2) notice of intention whether oral or in writing to commence civil proceedings including third party proceeding, counterclaim or arbitration proceeding including Disqualification Proceedings
- (3) notice of intention, whether oral or in writing, to commence criminal proceedings including Extradition Proceedings
- (4) notice of formal administrative or formal regulatory proceedings
- (5) official notice of a Formal Investigation
- (6) raid or on-site visit by an Official Body
- (7) self report to an Official Body of possible breach of legal or regulatory duty by an Insured Person.

Company

The Insured or any Subsidiary Company.

Company Wrongful Act

Any

- (1) breach of duty including breach of trust
- (2) negligent act, error or omission
- (3) defamation committed in good faith
- (4) breach of warranty of authority
- (5) negligent misstatement or misleading statement

actually or allegedly committed or attempted by the Company and arising from Business Activities within the Territorial Limits.

Corporate Manslaughter

The prosecution of the Company under the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent amendment or re-enactment.

Crisis Event

Any

- (1) allegations of fraud or corruption against an Insured Person
- (2) serious injury to an Employee or member of the public
- (3) resignation or dismissal of any member of the Company's main board of directors
- (4) Formal Investigation or raid at a Company premises by any Official Body or other institution that is sanctioned to investigate the Company's affairs
- (5) adverse media commentary regarding an Employment Wrongful Act

where, as a consequence of negative publicity or media attention, We agree with the Company or an Insured Person that the commercial success of the Company and/or the reputation of any Insured Person is at risk.

Defence Costs

The reasonable and necessary costs and expenses incurred by an Insured Person or the Company, with Our prior written consent, in the investigation or defence of any Claim.

Defence Costs do not include the Company's own management costs or any overtime, wages, salaries or fees of any Insured Person or any Employee.

Derivative Investigation Costs

The reasonable and necessary costs and expenses incurred by an Insured Person solely in connection with the Insured Person's preparation for and response to an investigation in respect of that Insured Person.

This definition does not include

- (1) the remuneration of any Insured Person or the cost of their time
- (2) any other costs or overheads of the Company
- (3) the costs of complying with any formal or informal discovery or other request seeking information which is in the possession or control of any company, the requestor or any other third party.

Director

Any natural person who was, is, or becomes during the Period of Insurance a director of the Company including a de facto or Shadow Director.

Discovery Period

The period following the expiry of the Period of Insurance during which the Company or Insured Persons may first receive and be able to continue to notify Claims or circumstances likely to give rise to a Claim to Us.

Disqualification Proceedings

Proceedings commenced by pre-action protocol letter, summons, application or claim form against any Insured Person in their capacity as a Director or Officer of the Company under the Company Directors' Disqualification Act 1986 or any subsequent amendment or re-enactment.

EEA

European Economic Area (but not including the United Kingdom for the purposes of this Section).

Employee

- (1) Any natural person who was, is or becomes during the Period of Insurance under a contract of service or apprenticeship with the Company
- (2) Any natural person who was, is or becomes during the Period of Insurance
 - (a) self-employed
 - (b) a voluntary helper
 - (c) engaged under a work experience or training scheme
 - (d) seasonal or temporary staff
 - (e) agency staff
 - (f) any other third party for whom the Insured is legally responsible

while working under the Company's control in connection with the Business Activities of the Company.

Employment Wrongful Act

Any error, mis-statement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by the Company or any Insured Person within the Territorial Limits in connection with any

- (1) wrongful, unlawful or unfair dismissal, discharge or termination of employment
 - (2) breach of any written or oral employment contract
 - (3) employment-related misrepresentation
 - (4) violation of employment discrimination laws
 - (5) wrongful failure to employ or promote
 - (6) wrongful demotion
 - (7) wrongful disciplinary action
 - (8) wrongful deprivation of a career opportunity
 - (9) failure to grant tenure
 - (10) failure to adopt adequate workplace or employment policies and procedures
 - (11) Retaliation
 - (12) negligent evaluation of personal performance
 - (13) employment-related invasion of privacy
 - (14) employment-related breach of data protection legislation
 - (15) employment-related humiliation or defamation
 - (16) failure to provide accurate job references
- regarding any former, current or prospective Employee.

Excess

The first part of each and every payment in relation to a Claim or Loss which is payable by the Company or any Insured Person rather than Us. The amount of the Excess is stated in the Schedule.

Extended Reporting Period

The period following the expiry of the Period of Insurance during which the Company or Insured Persons may first receive and be able to continue to notify Claims or circumstances likely to give rise to a Claim to Us.

Extradition Proceedings

Proceedings brought against the Insured Person in their capacity as a Director, Officer or Member of the Company under the Extradition Act 2003, or any subsequent amendment or re-enactment, or equivalent in any other jurisdiction.

Formal Investigation

Any inquiry, hearing or investigation commenced by an Official Body to investigate the Business Activities of the Company or an Insured Person in their capacity as a Director, Officer or Member of the Company.

Insured Person

Any natural person who was, is or becomes during the Period of Insurance a Director, Officer, Member, trustee or governor of the Company.

International Jurisdiction

Any jurisdiction other than the jurisdiction in which the policy is issued.

Legal Representation Expenses

Reasonable and necessary legal representation fees, costs, expenses and related professional charges incurred by an Insured Person.

Limit of Indemnity (applicable to Trustees, Officers & Directors Liability and Corporate Legal Liability covers only)

The maximum amount stated in the Schedule, which We will pay in respect of any one Claim (including claimant's costs and expenses and Defence Costs) first made during any one Period of Insurance for such Cover.

A separate Limit of Indemnity applies to each Cover, where purchased. We have no liability in excess of this Limit of Indemnity regardless of the number of Insured Persons or Companies.

Loss

- (1) Sums which any Insured Person or the Company is legally liable to pay in respect of any Claim including claimants costs and any damages awarded by a competent court or tribunal
- (2) Defence Costs
- (3) settlements, if concluded with Our prior written consent
- (4) additional costs and expenses for which cover is expressly extended under any Cover of this Section.

This definition does not include

- (1) criminal fines or penalties imposed by law
- (2) non compensatory damages including punitive or exemplary damages (other than damages awarded for employment related defamation)
- (3) civil fines or penalties imposed by law (other than as covered under Civil Fines and Penalties clause to Trustees, Officers & Directors Liability Cover).

Member

A member of a limited liability partnership formed under the Limited Liability Partnerships Act 2000 or any subsequent amendment or re-enactment.

Mitigation Costs

The reasonable costs and expenses incurred by any Insured Person in respect of any reasonable action taken to mitigate a Loss or potential Loss or Claim that would otherwise be the subject of indemnity under this Section.

Officer

Any

- (1) Employee of the Company whilst acting in a managerial or supervisory capacity
- (2) Employee of the Company who, whilst acting as an employee, is joined as a party to any action against any Insured Person.

This definition does not include any external auditor, liquidator, administrator, receiver or solicitor of the Company.

Official Body

Any government body, government agency, government department, regulator, disciplinary body, criminal authority, or other body legally empowered to investigate the affairs of the Company or an Insured Person.

Outside Entity

An entity other than the Company which is registered and domiciled within the Territorial Limits

- (1) in which the Company holds any issued share capital, or
- (2) which is a tax-exempt non-profit organisation, a tax-exempt trade association or a registered charity and
- (3) which has a positive net worth at the inception of this Section, unless listed by endorsement as an Outside Entity.

This definition does not include any entity

- (1) which is a financial institution or financial services company, or
- (2) has any of its securities or equity traded on a primary, secondary or other market.

Outside Entity Director

Any Insured Person who was, is or becomes during the Period of Insurance, at the Company's specific written request, a Director, Officer, Member, trustee or similar position of an Outside Entity.

Period of Insurance

From the effective date until the expiry date stated in the Schedule.

Pollution

Any contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

Pre-Investigation

Any

- (1) raid or on-site visit by an Official Body which first occurs during the Period of Insurance involving the production, review, copying or confiscation of records, or the interview of any Insured Person
- (2) notification by way of self-reporting first made during the Period of Insurance by the Company or any Insured Person to an Official Body that such Insured Person is or may be in breach of legal or regulatory duty
- (3) internal inquiry conducted by the Company if such inquiry is requested by an Official Body following such self-reporting notification.

Property Damage

The physical damage or destruction or loss of use of any tangible property.

Proposal

Any signed proposal form, renewal declaration, statement of fact and any additional information supplied by any Insured Person, the Company or on the Company's behalf.

Prosecution Costs

The reasonable and necessary costs and expenses incurred by an Insured Person to bring legal proceedings to obtain the discharge, delay or revocation of

- (1) a disqualification order of the Insured Person from holding office as a Director
- (2) an interim or interlocutory order
 - (a) confiscating, controlling, suspending or freezing rights of ownership or personal assets of the Insured Person
 - (b) imposing a charge over property or personal assets of the Insured Person,
 - (c) restricting the Insured Person's liberty
 - (d) deporting an Insured Person following revocation of their current and valid immigration status for any reason other than the Insured Person's conviction for a criminal offence.

Retaliation

An act carried out against an Employee relating to or alleged to be in response to whistle-blowing or on account of such Employee's exercise or attempted exercise of their legally protected rights.

Retired Insured Person

Insured Persons who have ceased to act in their insured capacity prior to the expiry of the Period of Insurance for reasons other than

- (1) disqualification, on grounds relating to fitness or propriety, from holding office or from managing a company
- (2) a Transaction having taken place.

Schedule

The document which specifies the details of the Insured, Period of Insurance, Excess, Limit of Indemnity, Territorial Limits and endorsements applying to this Section.

Session

The body of elected elders governing each local church within ecclesiastical policy.

Shadow Director

A shadow director, as defined in Section 251 of the Companies Act 2006 or any subsequent amendment or re-enactment.

Subpoena

A subpoena or witness summons served on an Insured Person in his or her insured capacity, as a witness other than as a target of a Claim or investigation, seeking:

- (1) the production of information by that Insured Person (whether that information is contained, or alleged to be contained, in documents or any other medium); or
- (2) that Insured Person's attendance to give evidence as a witness, in relation to a Claim.

Subsidiary Company

Any organisation in which the Company directly or indirectly

- (1) holds more than 50% of the voting rights or
- (2) holds more than 50% of the issued share capital, or
- (3) has the right to appoint or remove a majority of the board of directors, or
- (4) has the right to receive at least 50% of the net profits.

Territorial Limits

Territories specified in the Schedule.

Transaction

The occurrence of any of the following events

- (1) the Company ceasing to trade, consolidating with or merging with another entity disposing of all or substantially all of its assets, or
- (2) any person or entity, whether individually or together with any other person or entity, acquiring an amount of share capital representing more than 50% of the voting rights for the election of Directors of the Company, or acquiring the voting rights for such an amount of the shares, or
- (3) the Company making a private placement or public offering of its debt securities or equity securities on any security exchange.

United Kingdom

The United Kingdom (which for the purposes of this Section shall include the Isle of Man and the Channel Islands).

USA Claim

A Claim brought or maintained within the jurisdiction of, or based upon any laws of, the United States of America, its territories or possessions.

We/Us/Our/Aviva

Aviva Insurance Limited unless otherwise stated in this Section.

Wrongful Act

Any

- (1) breach of duty including fiduciary or statutory duty
- (2) negligent act, error or omission
- (3) defamation committed in good faith

- (4) breach of warranty of authority
- (5) misstatement or misleading statement not made deliberately or recklessly
- (6) wrongful trading under s.214 of The Insolvency Act 1986 or any subsequent amendment or re-enactment
- (7) Employment Wrongful Act

actually or allegedly committed or attempted by an Insured Person in their capacity as a Director, Officer or Member of the Company and arising from Business Activities within the Territorial Limits.

You/Your/Insured

The limited liability partnership, Company, charity, non-profit making organisation or Session as stated as Policyholder in the Schedule.

Cover

This Section consists of individual Covers. The Schedule confirms the Covers You have purchased and are insured under and gives precise details of the Limits of Indemnity of Your insurance protection.

Trustees, Officers & Directors Liability Cover

Our total liability under this Trustees, Officers & Directors Liability Cover (except under the clause for Additional Limits of Indemnity for Insured Persons and Non-Executive Directors) shall not exceed the Limit of Indemnity. Any inner limits shown are part of and not in addition to the Limit of Indemnity.

We shall not be liable for the Excess.

We will waive the Excess if a final adjudication or a complete and final settlement exonerates all Insured Persons involved in such Claim from liability and imposes no recourse.

Insured Person

We will indemnify or pay the loss of any Insured Person for Loss arising from a Claim as the result of a Wrongful Act, provided that

- (1) such Claim is first made during the Period of Insurance against such Insured Person and notified to Us in accordance with the Claims Conditions and
- (2) such Loss is not recoverable by the Insured Person from the Company.

Company Reimbursement

In the event that the Company is required or permitted to indemnify an Insured Person, We will indemnify on the Company's behalf Loss arising from a Claim as the result of a Wrongful Act, provided that

- (1) such Claim is first made during the Period of Insurance against such Insured Person and notified to Us in accordance with the Claims Conditions and
- (2) such Loss is not recoverable by the Company from any other source, including but not limited to any more specifically relevant and collectable insurance policy.

Legal Representation Expenses

We will pay the Legal Representation Expenses, incurred with Our prior consent, of any Insured Person arising directly in relation to any

- (1) Formal Investigation, where an Insured Person is, during the Period of Insurance, in writing, first required to appear before, produce documents to, or identified as being the subject of, any examination, enquiry or investigation by an Official Body
- (2) Pre-Investigation

This Cover does not apply to any routine regulatory, audit, compliance or internal review, inspection or examination.

Clauses for Trustees, Officers & Directors Liability Cover

The following clauses apply to this Section.

Additional Limits of Indemnity for Insured Persons and Non-Executive Directors

- (1) We will provide an additional indemnity for Loss in respect of an Insured Person if the Limit of Indemnity of this Cover is exhausted, provided that
 - (a) further liability shall only be for Loss covered under Trustees, Officers & Directors Liability Cover, and
 - (b) We will not provide such indemnity until all other limits written specifically in excess of this Cover have been exhausted by payment of matters covered under such insurance.

The most We will pay under part (1) of this clause for all Insured Persons per Claim, which is in addition to the Limit of Indemnity, is £100,000.

- (2) We will provide an additional indemnity for Defence Costs in respect of a non-executive director of the Company if the Limit of Indemnity of this Cover for the Period of Insurance is exhausted, provided that
 - (a) further liability shall only be for Defence Costs covered under Trustees, Officers & Directors Liability Cover, and
 - (b) We will not provide such indemnity until part (1) above has been exhausted.

The most We will pay under part (2) of this clause for all non-executive directors of the Company, which is in addition to the Limit of Indemnity, is 10% of the Limit of Indemnity.

Bail Bond Costs

We will pay on behalf of any Insured Person, Bail Bond Costs incurred directly in connection with a Claim covered under this Section during the Period of Insurance.

The most We will pay under this clause is £100,000.

Civil Fines and Penalties

We will pay, on behalf of any Insured Person, civil fines or penalties imposed by any Official Body, as a direct result of that Insured Person acting in their capacity as such, unless the civil fine or penalty is deemed uninsurable.

Court Attendance Costs

We will pay to the Insured a fixed amount per Insured Person for each day (or part thereof) any such Insured Person is required to attend court or a Formal Investigation in connection with a Claim for which there is cover under this Section.

The most We will pay under this clause is £500 per Insured Person per Day and £25,000 in any one Period of Insurance.

Court Deprived Assets Additional Costs

Where during the Period of Insurance an Insured Person, in relation to a Claim covered under this Section, is the subject of an interlocutory or interim court order which controls, freezes, suspends, confiscates or creates a charge over the real property or personal assets of an Insured Person, and provided any personal allowance ordered by the court in their respect has first been exhausted, We will pay the cost of the following for which the Insured Person is responsible, direct to their provider

- (1) school fees
- (2) housing

- (3) supply of utilities
- (4) private insurances

for a period of 6 months from the relevant court order or until the date of its discharge, whichever is the lesser period.

The most We will pay under this clause is £25,000.

Crisis Event and Reputation Protection Costs

We will pay reasonable and necessary costs and expenses incurred, with Our prior written consent, by the Insured Person to employ the services of an external public relations consultant, crisis management firm or law firm solely for guidance to minimise or limit negative publicity or media attention arising from a Crisis Event, provided that the Crisis Event may become the subject of a Claim under this Cover.

The most We will pay under this clause is £25,000.

Defence Costs for Extradition, Deportation and Asset Protection

We will pay Defence Costs on behalf of any Insured Person to defend or seek the discharge or revocation of any court order made in proceedings commenced during the Period of Insurance, concerning

- (1) confiscation, assumption of ownership and control, suspension or freezing of the Insured Person's assets
- (2) charges over the Insured Person's real property or personal assets
- (3) temporary or permanent prohibition placed upon the Insured Person by reason of holding office or performing the function of Director or Officer of the Company
- (4) restriction of the Insured Person's liberty to a specified domestic residence or an official detention
- (5) deportation of the Insured Person following a court order revoking a valid current immigration status for reasons other than the criminal conviction of the Insured Person
- (6) an official request for, or warrant for arrest for the purpose of, extradition of the Insured Person.

For the purposes of this clause, where We have given Our prior written consent, the definition of Defence Costs shall be extended to include reasonable and necessary fees costs and expenses for

- (a) accredited counsellors or tax advisors retained by any Insured Person in connection with Extradition Proceedings against that Insured Person
- (b) public relations consultants retained by any Insured Person in connection with Extradition Proceedings against that Insured Person
- (c) travel and accommodation costs (as agreed with Us) for the Insured Person, his/her lawful spouse or domestic partner and any children under the age of eighteen years of age for one return trip taken directly in connection with any extradition proceedings.

The most We will pay under this clause is £25,000.

Derivative Investigation Costs

We will pay the Derivative Investigation Costs of an Insured Person, incurred with Our prior written consent, arising from

- (1) a written derivative demand by any shareholder of the Company upon the board of directors to commence a civil action on behalf of the Company against any Insured Person for a Wrongful Act under Part 11, Chapter 1 of the UK Companies Act 2006

- (2) a derivative claim proceeding brought against an Insured Person under Part 11, Chapter 1 of the UK Companies Act 2006 on behalf of the Company by a shareholder
- (3) any internal inquiry or investigation undertaken by You specifically and solely to determine how the Company should respond to a written derivative demand received by You or a derivative claim received by an Insured Person.

Emergency Costs

If Our prior written consent to incurring Defence Costs, Legal Representation Expenses or Mitigation Costs cannot reasonably be obtained, We will provide retrospective approval for reasonable and necessary Defence Costs, Legal Representation Expenses or Mitigation Costs incurred during the period of 14 days only immediately following the date on which the Claim was first made or instituted.

The most We will pay under this clause is 10% of the Limit of Indemnity.

Mitigation Costs

We will pay Mitigation Costs provided that

- (1) We give prior written consent to the incurrence of such costs and expenses
- (2) it is proved to Our satisfaction that the likely amount of the costs and expenses to be incurred will be less than any likely award of damages arising from the same potential Claim or (as applicable) any potential Loss.

The most We will pay under this clause is £25,000.

Outside Directorships

We will indemnify or pay the loss of any Insured Person for Loss arising from a Claim as the result of a Wrongful Act while acting in their capacity as an Outside Entity Director, provided that

- (1) such Claim is first made during the Period of Insurance and notified to Us in accordance with the Claims Conditions
- (2) such Loss is not recoverable from any other source, including but not limited to
 - (a) any directors' and officers' insurance maintained by the Outside Entity, or
 - (b) any indemnification available from the Outside Entity
- (3) this Cover shall not extend to the Outside Entity itself or to any other director, officer or employee of the Outside Entity.

Personal Tax Liability

We will indemnify or pay the loss of any Insured Person for Loss arising from or in consequence of their personal liability for unpaid taxes where the Company has become insolvent. We will not provide indemnity where the personal liability arises from any Insured Person's wilful intent to breach statutory duties governing the payment of taxes.

The most We will pay under this clause is £25,000.

Property Damage Defence Costs

We will pay Defence Costs arising from any Claim made directly against an Insured Person for Property Damage as the result of a Wrongful Act provided that such Claim is first made during the Period of Insurance and notified to Us in accordance with the Claims Conditions.

Prosecution Costs

We will indemnify or pay the loss of any Insured Person for Prosecution Costs, where We have given our prior written consent, arising from a Claim or Formal Investigation.

Provided that a Queen's Counsel (whose appointment is agreed with Us) advises that the case for incurring such costs has a reasonable prospect of success.

The most We will pay under this clause is £100,000.

Retired Insured Persons Cover

If this Trustees, Officers & Directors Liability Cover is neither renewed nor replaced with similar cover Retired Insured Persons shall be entitled to an unlimited reporting period. This extended reporting period shall commence from the expiry date of the Period of Insurance and shall, for each Retired Insured Person, apply only to Wrongful Acts prior to the date on which that Retired Insured Person became a Retired Insured Person.

A Claim made during an extended reporting period shall be deemed to have been made during the Period of Insurance immediately preceding that extended reporting period. If any Company takes out any other insurance policy which affords cover similar to the extended reporting period described above, then the extended reporting period shall come to an end or, if not yet obtained, cease to be available.

Spouses, Heirs or Legal Representatives

In the event of an Insured Person's death, incapacity, insolvency or bankruptcy, We will indemnify or pay the loss of their lawful heirs, marital spouse, civil partner (as defined in the Civil Partnership Act 2004 or any subsequent amendment or re-enactment), estate or legal representatives in respect of any legal liability which arises purely by reason of that lawful status for Loss arising from a Claim as the result of a Wrongful Act provided that

- (1) such Claim is first made during the Period of Insurance and notified to Us in accordance with the Claims Conditions, and
- (2) such Loss is not recoverable from the Company in which case Cover under Company Reimbursement, will apply.

Subpoena Costs

We will indemnify or pay the loss of any Insured Person for reasonable legal representation fees and related professional charges which an Insured Person incurs personally, where We have given our prior written consent, in producing information sought by, or in attending to give evidence sought by, a Subpoena.

This cover does not include the remuneration or cost of time of an Insured Person nor internal corporate overheads.

Corporate Legal Liability Cover

We will indemnify or pay the loss of the Company for Loss arising from any Claim first made during the Period of Insurance against the Company for any Company Wrongful Act and notified to Us in accordance with the Claims Conditions.

Our total liability under this Corporate Legal Liability Cover shall not exceed the Limit of Indemnity. Any inner limits shown are part of and not in addition to the Limit of Indemnity.

We shall not be liable for the Excess.

We will waive the Excess if a final adjudication or a complete and final settlement exonerates the Company involved in such Claim from liability and imposes no recourse.

Clauses for Corporate Legal Liability Cover

The following clauses apply to this Section.

Breach of Contract Defence Costs

We will pay Defence Costs arising from a Claim for a breach of contractual obligation or agreement.

The most We will pay under this clause is £25,000.

Copyright Infringement Defence Costs

We will pay Defence Costs arising from a Claim for misappropriation, infringement or breach of copyright, patent, trademark, trade secret or intellectual property rights as a result of a Company Wrongful Act.

The most We will pay under this clause is £25,000.

Crisis Event and Reputation Protection Costs

We will pay reasonable and necessary costs and expenses incurred, with Our prior written consent, by the Company to employ the services of an external public relations consultant, crisis management firm, or law firm solely for guidance to minimise or limit negative publicity or media attention arising from a Crisis Event, provided that the Crisis Event may become the subject of a Claim under this Cover.

The most We will pay under this clause is £25,000.

Identity Fraud Investigation Costs

If parties other than any Employee or person with the authorisation of the Company enter into agreements with any third party organisation fraudulently representing themselves as the Company then We will pay any reasonable and necessary fees, costs and expenses incurred by the Company in establishing that such fraudulent misrepresentation has occurred should the third party organisation seek to enforce such agreements against the Company.

The most We will pay under this clause is £25,000.

Kidnap Event Crisis Expenses

We will pay reasonable and necessary costs and expenses incurred, with Our prior written consent, by the Company to employ the services of an external public relations consultant, crisis management firm or law firm solely for guidance to minimise or limit negative publicity or media attention arising from the unlawful kidnap of an Insured Person in the course of their employment with the Company. Such costs and expenses do not include amounts for any ransom, hostage negotiation or similar.

The most We will pay under this clause is £25,000.

We will not pay any costs and expenses arising from a kidnap event occurring in any of the following countries: Brazil, Columbia, Ecuador, Georgia, Haiti, Iran, Iraq, Israel, Lebanon, Mexico, Nigeria, Pakistan, Philippines, Russia, Somalia, Syria, Ivory Coast, Venezuela.

Pensions and Employee Benefit Schemes

We will indemnify or pay the loss of the Company for Loss arising from a Claim as the result of a Company Wrongful Act in connection with Your operation or administration of a Benefit Scheme.

Provided that the cover provided by this clause only operates where the Company does not hold any valid directors & officers or pension trustee insurance for such Benefit Scheme.

We will not pay for any Loss

- (1) resulting from Your failure to contribute to any Benefit Scheme
- (2) arising from any defined benefit pension scheme or breach of legislation or regulation relating to any defined benefit pension scheme.

Pollution Defence Costs

We will pay Defence Costs arising from a Claim for Pollution resulting from a Company Wrongful Act.

The most We will pay under this clause is £250,000.

Regulatory Mitigation Costs

We will pay on behalf of the Company the costs and expenses reasonably incurred where the Company self-reports to a regulatory body to reduce or avoid any potential fine or penalty that would otherwise follow from any Formal Investigation.

Claims Conditions

Applicable to all Covers under the Management Liability Section

Important Notice

If, in relation to any Claim, the Company or any Insured Person fails to fulfil or observe the requirements imposed upon it by any of the Claims Conditions, other than Claims Notification (2), the Company or any Insured Person will lose their right to indemnity or payment for that Claim.

Claims Notification

If during the Period of Insurance, or any applicable Discovery Period or Extended Reporting Period, and irrespective of the effect of any applicable Excess, the Company or any Insured Person

- (1) receives any Claim or notice of intention to make a Claim, the Company shall give written notice to Us as soon as practicable
- (2) becomes aware of any circumstance that might give rise to a Claim, the Company shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have first been made during the Period of Insurance in which the notice of such circumstance was first received by Us
- (3) has a reasonable cause for suspicion of any dishonesty or fraud on the part of any Insured Person, whether giving rise to a Claim or not, the Company shall give written notice to Us of such discovery as soon as practicable

provided always that any such written notice above must be received by Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance or within any applicable Discovery Period or Extended Reporting Period.

Any written notice should be sent to:

The Senior Claims Manager
Aviva Global Corporate and Specialty
80 Fenchurch Street
London EC3M 4AE
Tel. 020 7157 2569
Email: prclms@aviva.com

Admission of Liability

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, the Company or any Insured Person must not admit liability for or settle or attempt to settle any Claim, or incur any related costs or expenses, without Our prior written consent.

Claims Control and Subrogation

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We may take over and conduct in the name of the Insured Person or the Company the investigation, defence or settlement of any such Claim or the investigation of any such circumstance.

We shall not settle without the consent, not to be unreasonably withheld, of the Insured Person or the Company. If however the Insured Person or the Company shall refuse to consent to any settlement recommended by Us, then Our liability for such Claim (including Defence Costs) shall not exceed the amount for which the Claim could have been settled inclusive of Defence Costs, up to the date of such refusal and then only up to the Limit of Indemnity stated in the Schedule.

If We do take over and conduct the investigation, defence or settlement of any such Claim or the investigation of any such circumstance, the Company or any Insured Person shall give Us all such information and assistance as We may reasonably require and that is in the Company's or any Insured Person's power to provide.

Without prejudice to the generality of the above, this duty to assist Us includes

- (1) providing all such information, assistance, signed statements as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (2) allowing Us to present the best possible defence of a Claim within the time constraints available
- (3) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a Loss
- (4) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

We retain all rights of recovery available to the Company or any Insured Person in respect of any payment which may be made under this Section, and shall be entitled to prosecute any party, for Our benefit, in the name of the Company or any Insured Person, in respect of such payment.

If a Claim or circumstance is made against both the Company and an Insured Person, We shall only pay such proportion of any Loss and/or any reasonable Defence Costs and/or expenses incurred by the Insured Person and/or Company with Our prior written consent.

The Company or any Insured Person shall refund any Defence Costs and/or expenses paid by Us if it is later established by Us that the Company or any Insured Person is not entitled, for any reason, to an indemnity under the Section.

Originating Cause

All Claims or Losses arising directly or indirectly from or attributable to one source or originating cause shall be treated for the purposes of the Limit of Indemnity as a single Claim or Loss and shall be deemed to have been first made and reported at the date of the first of such related matters.

General Conditions

Applicable to all Covers under the Management Liability Section

Acquisition, Creation or Disposal of Another Company

We will automatically extend the indemnity available under this Section where the Company establishes or acquires a new Subsidiary Company during the Period of Insurance, provided that the newly established or acquired Subsidiary Company

- (1) is only registered or only has any employees, operations or assets, within the United Kingdom, EEA (but not including the Republic of Ireland) or any other territory where the Company already holds such registration or has employees, operations or assets, and
- (2) is not quoted on any stock exchange, and
- (3) does not have gross consolidated assets in excess of 30% of the gross consolidated assets of the Company as declared in the Company's last audited accounts.

Unless automatic coverage applies, as set out above, the Company must

- (1) give Us written notice of any such events as soon as practicable, together with such additional information as We may require, and
- (2) accept any notified alteration to the terms of this Section and
- (3) pay any additional premium required by Us.

Unless otherwise agreed, We will only provide indemnity for Loss in respect of a Wrongful Act committed after the date the new or additional Subsidiary Company was established or acquired by the Company.

In the event of the liquidation or sale of a Subsidiary Company during the Period of Insurance, We will continue to provide an indemnity for Loss in respect of such Subsidiary Company but only in respect of any Wrongful Act committed prior to the date of liquidation or sale.

Authorisation

You shall act on behalf of any Company or any Insured Person or any other persons who may be entitled to indemnity under this Section in respect of

- (1) notification of any Claims in accordance with the Section Claims Conditions
- (2) payment of premiums or the receiving of any return premiums that may become due under this Section
- (3) negotiation, agreement to and acceptance of renewal terms and endorsements applying to this Section.

Cancellation

This Management Liability Section may not be cancelled except for non-payment of the premium by the Insured or in accordance with the General Conditions relating to Fraud or Non-Disclosure, Misrepresentation or Misdescription. Where the premium is due in a single payment and has not been paid by the due date, We will cancel this Section with effect from the effective date of the Period of Insurance. Such cancellation will be confirmed in writing by Us to Your last known address.

Where the premium is payable by an instalment agreement with Us and there is a default under such instalment agreement, We may cancel this Section by providing notice in writing to You at Your last known address. In such case, cover will end with effect from the beginning of the period in respect of which the instalment has not been paid.

Change of Control

If during the Period of Insurance, in respect of any Company

- (a) an offer is made, and declared or made unconditional, for the whole, or a controlling interest in the issued share capital of the Company, or
- (b) there is a change in ownership of the controlling interest of the share capital of the Company, or
- (c) a person or persons acting in concert acquires a majority of the voting rights to appoint or remove Directors of the Company
- (d) (the Company being a limited liability partnership) there is a change in the Members of the Company that results in more than 50% (fifty per cent) of the Members being persons who were not Members at the start of the Period of Insurance

We will only provide indemnity in respect of any Wrongful Act committed prior to the date such offer was declared or made unconditional or the change of ownership or change of Members became effective or the majority of the voting rights were acquired.

An Extended Reporting Period is available as detailed below.

Contracts (Rights of Third Parties)

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

Discovery Period

If this Section is not renewed by either You or Us at the end of the Period of Insurance and no similar insurance policy is effected elsewhere, You have a 90 day Discovery Period commencing immediately following the date of expiry but only in relation to Wrongful Acts committed during the Period of Insurance. Such Claims and circumstances notified to Us during the Discovery Period are deemed to have been made during the Period of Insurance.

If You elect to purchase an Extended Reporting Period then the Discovery Period shall be part of and not in addition to the Extended Reporting Period.

No Discovery Period will be available following cancellation of the Section in accordance with the provisions of the Cancellation Condition.

Dispute Resolution

Any dispute arising out of or in connection with this Section, including any dispute as to the validity, existence or termination of the Section, shall be referred to arbitration before a sole arbitrator to be mutually agreed upon by,

- (1) as regards any dispute relating to Trustees, Officers & Directors Liability Cover, the Insured Person concerned
- (2) as regards any dispute relating to Corporate Legal Liability Cover, the Company concerned

and Us within 14 days, failing which the appointment to be made by the president of the London Court of International Arbitration whose decision shall be final and binding on both parties.

The arbitration shall be determined in accordance with ARIAS Arbitration Rules in force at the time of the referral. The seat of the arbitration shall be London, England and the arbitral procedure shall be governed by the law of England and Wales. The arbitrator may at their sole discretion make such orders and directions as they consider to be necessary for the final determination of the matter in dispute and shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions. In the event of any dispute concerning Our liability to provide cover (including without limitation a dispute as to the policy year under which

any Claim or circumstance might fall to be dealt with between any insurer(s) subscribing to the policy corresponding to this Section in respect of a previous period of insurance), We will advance Defence Costs in accordance with the terms and conditions of this Section pending resolution of any such dispute. You must repay us on demand all monies which We have paid to You or to others under this condition, to the extent that any dispute concerning Our liability to provide cover is resolved in Our favour.

Extended Reporting Period

If this Section is not renewed at the end of the Period of Insurance and no similar insurance policy is effected elsewhere, You are entitled to purchase an Extended Reporting Period on the terms set out below

- (a) 12 months for 75% of the last annual premium payable in respect of this Section
- (b) 36 months for 150% of the last annual premium payable in respect of this Section.

The application to purchase any Extended Reporting Period must be made and the premium paid to Us (such premium being non-refundable) within 90 days of the expiry of the Period of Insurance. Cover for this Extended Reporting Period will only apply to Wrongful Acts committed prior to the expiry of the Period of Insurance.

If a Transaction takes place, the Company is not entitled to purchase an Extended Reporting Period on the terms as set out above. However the Company will have the right within 30 days of the expiry of the Period of Insurance to request an offer from Us of an Extended Reporting Period policy of up to 72 months. We may offer cover on such terms as We may reasonably consider appropriate.

A Claim made during an Extended Reporting Period shall be deemed to have been made during the Period of Insurance immediately preceding that Extended Reporting Period. If any Company takes out any other insurance policy which affords cover similar to the Extended Reporting Period described above, then the Extended Reporting Period shall come to an end or, if not yet obtained, cease to be available.

No Extended Reporting Period will be available following cancellation of the Section in accordance with the provisions of the Cancellation, Fraud or Non-Disclosure, Misrepresentation or Misdescription Conditions.

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:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us in respect of the claim,
- (3) 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 (3) 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 party other than You and a claim made by such party 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:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such party depending on who received the sums or who benefited from the cover provided),

- (3) by notice to You and such party cancel the cover provided for such party with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a party's cover under (3) 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.

Freedom of Services

The insurance under this Section for risks situated in any EEA country is provided by Aviva Insurance Ireland Designated Activity Company (DAC) under the European Union Freedom of Services provisions.

For the purposes of this clause it is agreed that:

- (a) this clause shall not affect any other terms and conditions of this Section;
- (b) any excesses or deductibles shall apply to this Section as if the insurance were provided by one insurer under one policy;
- (c) the total amounts payable by Aviva Insurance Limited and Aviva Insurance Ireland DAC in aggregate shall not exceed the Limits of Indemnity or Sub Limits of Indemnity sum(s) insured or limit(s) specified in the Schedule of this Section;
- (d) Aviva Insurance Limited and Aviva Insurance Ireland DAC shall each be liable for their own cover and not that of the other;
- (e) the premiums and taxes payable in respect of this EEA cover are payable to Aviva Insurance Limited on behalf of Aviva Insurance Ireland DAC. The premium taxes and any other charges collected are paid to the tax authorities in the countries where the risk is situated.

Liquidation

In the event of Your liquidation, this Section shall remain in force until the expiry date of the Period of Insurance where the full premium for the Section has been paid. We will continue to provide indemnity but only in respect of any Claim or other covered Loss which is the result of a Wrongful Act committed prior to the date of liquidation.

Where the premium is paid by instalments and any amounts remain unpaid at the date of liquidation, then all cover under this Section will cease with effect from the date of liquidation.

The date of liquidation will be deemed to be the date on which

- (1) resolution for voluntary liquidation is passed by You, or
- (2) a petition for compulsory liquidation is presented to the relevant authority.

Non Disclosure, Misrepresentation or Misdescription

(1) Before this policy was entered into

If there is a breach of the duty to make a fair presentation of the risk to Us before the policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - 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
 - 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

- 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.

(2) Before a variation was agreed

If there is a breach of the duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- 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;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - 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
 - 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
 - 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 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 and should be read together with the Severability of Proposal condition.

Other Insurances

If an Insured Person or the Company is, or would be, but for the existence of this Section, entitled to indemnity under any other more specifically relevant and collectable insurance policy in respect of any Claim or Loss, We shall not be liable for any Loss except in respect of any amount in excess of that which would have been payable under such insurance had this Section not been effected.

Where an Outside Entity may provide indemnity and/or has its own relevant and collectable insurance for the benefit of any Insured Person, We will only be liable under this Section in excess of such other indemnity or insurance.

Sanctions

We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom, Canada or United States of America or any of its states.

Severability of Exceptions

For the purposes of determining whether an exception applies, no fact pertaining to the conduct of any Insured Person or Company shall be imputed to any other Insured Person or Company.

Severability of Interest

If this Section covers more than one party each operating as a separate and distinct entity, this Section shall apply in the same manner and extent to each as if they were separately and individually insured.

Provided that for the purposes of the Limit of Indemnity and/or any amount payable stated in the Schedule or elsewhere in this Section (as the case may be), all of the parties insured under this Section shall be treated as one party so that there shall be a single contract of insurance between

(1) Aviva as one party

and

(2) The Insured and each Subsidiary Company as the other party.

Severability of Proposal

The Proposal will be construed as a separate proposal for coverage by each Insured Person and Company. Nothing in the Proposal, or anything known or done by any Insured Person, shall be imputed to any other Insured Person in determining any right or obligation under this Section. The Non-Disclosure, Misrepresentation or Misdescription condition shall be subject to this condition.

Exceptions

Applicable to all Covers under the Management Liability Section

We will not indemnify or pay the loss of an Insured Person or the Company for, or make any other payment in respect of, Loss arising from

Conduct

any Claim arising directly or indirectly from or in consequence of or in any way relating to

- (1) any dishonest or fraudulent act or omission or deliberate breach of any statute or regulation by any Insured Person, any Company or any Outside Entity
- (2) any Insured Person, any Company or any Outside Entity having gained directly, or for any other party, any profit, remuneration or advantage to which they were not legally entitled

if either admitted in writing or established by a court judgement or other final adjudication.

Libel and Slander

any Claim arising directly or indirectly from or in consequence of or in any way relating to libel, slander, plagiarism, privacy or copyright or the infringement of rights pertaining to privacy or copyright suffered by reason of the utterance or broadcast or dissemination of matter published.

Prior Claims and Circumstances

any Claim or circumstance that might give rise to a Claim

- (1) which has been notified to and accepted under any other insurance attaching prior to the inception of any operative Cover or
- (2) against an Insured Person which such Insured Person should after reasonable enquiry have been aware of prior to the inception of Trustees, Officers & Directors Liability Cover or
- (3) against the Company which the Company should after reasonable enquiry have been aware of prior to the inception of Corporate Legal Liability Cover.

Prior or Pending Proceedings or Investigations

any Claim arising directly or indirectly from or in consequence of or in any way relating to any administrative, civil, criminal or regulatory proceedings or investigations which have been issued or commenced prior to, or which are pending at, the prior and pending litigation date stated in the Schedule applicable to the relevant Cover, or which is based on the same or essentially the same facts as alleged in any such Claim.

Property Damage

any Claim for Property Damage except for Defence Costs of an Insured Person covered under the Property Damage Defence Costs clause applying to Trustees, Officers & Directors Liability Cover.

Public Share Offering in the USA or Canada

any Claim or Loss arising directly or indirectly from or in consequence of or in any way relating to any actual or proposed offering to the public of the share capital of the Company made in the United States of America, its territories or possessions or Canada except where We have agreed separately and in writing to extend cover in this regard and subject to prior payment of any additional premium and prior acceptance of any amended or additional terms and conditions We may require, by You.

Territorial Limits

any Claim or Loss arising directly or indirectly from or in consequence of or in any way relating to Business Activities in countries outside the Territorial Limits.

USA Claims brought by any Company

any USA Claim which is brought by or on behalf of any Company against any Company or Insured Person, or by any Outside Entity against any Outside Entity Director.

This Exception shall not apply to

- (1) Any USA Claim against any Insured Person
 - (a) Pursued by any security holder or member of any Company or Outside Entity whether directly or derivatively, or pursued as a class action, and that has not been solicited or brought with the voluntary intervention, assistance or active participation of any Insured Person or Company, other than an Insured Person engaged in 'whistle-blower' activity protected pursuant to Sarbanes-Oxley Act of 2002 (US) or similar legislation
 - (b) If the Company or Outside Entity is the subject of a bankruptcy case (or the equivalent in International Jurisdiction), brought by the liquidator, receiver or administrative receiver provided that such Claim is not solicited or assisted by any Insured Person
- (2) Defence Costs of an Insured Person.

Exceptions to Trustees, Officers & Directors Liability Cover

We will not indemnify or pay the loss of an Insured Person or the Company for, or make any other payment in respect of, Loss arising from

Bodily Injury

any Claim for Bodily Injury.

Pollution

any liabilities arising directly or indirectly from or in consequence of or in any way relating to Pollution clean-up, removal, containment or treatment costs.

Professional Services and Advice

any Claim for the provision of, or failure to provide, professional service or professional advice or a breach of any contract for the provision of professional services or professional advice, unless arising from a failure to provide supervision.

Exceptions to Corporate Legal Liability Cover

We will not indemnify or pay the loss of the Company for, or make any other payment in respect of, Loss arising from

Bodily Injury

any Claim for Bodily Injury.

Breach of Contract

any Claim arising directly or indirectly from or in consequence of or in any way relating to any actual or alleged breach of contractual obligation except for Defence Costs covered under the Breach of Contract Defence Costs clause.

Competition and Trade Interference

any Claim arising directly or indirectly from or in consequence of or in any way relating to a breach of law or regulation or other legal obligation concerning competition or for interference with trade.

Employment Practices Liability

any Claim arising directly or indirectly from or as a consequence of or in any way relating to any Employment Wrongful Act.

Insured Person and Company Claims

any Claim arising directly or indirectly from or in consequence of or in any way brought by the Company or any Insured Person.

Intellectual Property and Confidentiality

any Claim arising directly or indirectly from or in consequence of or in any way relating to any misappropriation, infringement or breach of copyright, patent, trademark, trade secret, misuse of confidential information, the tort of passing-off or intellectual property rights except for Defence Costs covered under the Copyright Infringement Defence Costs clause.

Pollution

any Claim arising directly or indirectly from or in consequence of or in any way relating to Pollution, except for Defence Costs under the Pollution Defence Costs clause.

Professional Services and Advice

any Claim for the provision of, or failure to provide, professional service or professional advice or a breach of any contract for the provision of professional services or professional advice.

Tax

any Claim for direct or indirect tax obligations.

Professional Indemnity

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Bodily Injury

Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

Business

- (1) The provision of professional advice or professional services by You which are directly connected to the activities stated in the Schedule.
- (2) Any individual personal appointment held by You but only in respect of professional advice or professional services shown in (1) above.

Claim

Demand made against You consisting of or arising from any

- (1) demand for, or assertion of a right to, damages or compensation
- (2) notice of intention to commence legal proceedings
- (3) communication invoking any pre-action protocols
- (4) notification of arbitration, ombudsman or adjudication proceedings.

Collateral Warranty or Duty of Care Agreement

Any contractual or other agreement entered into by You which acknowledges or accepts that You owe a duty of care to, or are or may be responsible for, the losses of any party other than Your direct client to whom You are contracted to provide services.

Documents

Any

- (1) deed, will, agreement, book, letter, certificate, form, map, plan, record, photograph, calculation or drawing
- (2) information or data stored on a computer

which is Your property, is under Your custody or control or for which You are responsible.

This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

Employee

- (1) Any person who is or has been under a contract of service or apprenticeship with You.
- (2) Any person who is or has been
 - (a) self employed
 - (b) a voluntary helper
 - (c) engaged under a work experience or training scheme
 - (d) seasonal or temporary personnel
 - (e) agency staff

while working under Your control in connection with the Business.

Excess

The first part of each and every payment in relation to a Claim or loss which is payable by You rather than Us.

The amount of the Excess is stated in the Schedule.

The Excess does not apply to Other Costs.

Joint Venture

Any limited liability company, limited liability partnership, partnership or other contractual arrangement formed by The Policyholder with others to engage in a joint business enterprise for profit under the terms of a legally binding joint venture agreement.

Limit of Indemnity

The maximum amount stated in the Schedule We will pay in respect of any one Claim or loss or series of Claims or losses arising directly or indirectly out of one source or originating cause. All Claims or losses arising from any dishonesty or fraud committed by a person acting alone or in collusion with others shall be treated as one Claim or loss.

Other Costs

All costs and expenses incurred in the investigation, defence or settlement of any Claim or incurred with Our prior written consent.

Period of Insurance

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

Pollution

Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

This definition does not include pollution or contamination by asbestos.

Schedule

The document which specifies Your details and details of the Business, Excess, Limit of Indemnity, Period of Insurance, other limits and any endorsements applying to this policy.

Session

The body of elected elders governing each local church within ecclesiastical policy.

Terrorism

Any act or acts including but not limited to

(1) the use or threat of force and/or violence

and/or

(2) 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(s) or group(s) of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.

You/Your/The Policyholder/The Insured

- (1) Any individual, partnership, limited liability partnership, company, limited company, charity, non-profit making organisation or Session named in the Schedule (hereinafter referred to as 'The Policyholder') or any predecessor in business of such individual, partnership, limited liability partnership, company, limited company, charity, non-profit making organisation or Session as declared to Us.
- (2) Any person declared to Us as consultant or former consultant of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.
- (3) Any person who is or has been or who becomes a director, partner, member, principal, trustee, governor or Employee of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.
- (4) The estate, heirs, executors, legal or personal representatives of any person or body referred to in (1), (2) or (3) above in the event of their death, incapacity, insolvency or bankruptcy.

Cover

Professional Indemnity

We will cover You for any Claim (including Other Costs associated with such Claim) arising out of the conduct of Your Business, first made against You during the Period of Insurance and notified to Us in accordance with the Claims Conditions, for any civil liability including claimant's costs and expenses arising from

- (1) any negligent act, error or omission committed by You
- (2) any dishonest or fraudulent act committed by any past or present partners, directors or Employee
- (3) any loss of or damage to Documents.

Mitigation of Loss

We will cover You for reasonable costs and expenses incurred by You in respect of any reasonable action taken to mitigate a loss or potential loss or Claim that would otherwise be the subject of indemnity under this policy provided that

- (1) We give prior written consent to You incurring such costs and expenses
- (2) You prove to Our satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential Claim or (as applicable) any potential loss.

Joint Venture

We will cover You for any Claim (including Other Costs associated with such Claim) arising out of the conduct of the business of a Joint Venture, first made against You during the Period of Insurance and notified to Us in accordance with the Claims Conditions, for any civil liability including liability for claimant's costs and expenses attaching to You and arising from Your participation in any Joint Venture from any negligent act, negligent error or negligent omission committed by You.

Provided that

- (1) all fees/turnover from such Joint Venture have been declared to and accepted by Us
- (2) this extension only applies to You and
 - (a) We will not provide cover for any other participant in the Joint Venture
 - (b) We have no liability to pay any contribution to the insurer of any other participant in the Joint Venture.

Limit of Indemnity

The maximum We will pay for any Claim shall not exceed the Limit of Indemnity and Other Costs.

If the total cost of a Claim is more than the Limit of Indemnity, the most We will pay for Other Costs will be the same proportion that the Limit of Indemnity bears to the total cost of the Claim.

If there is more than one Insured, the total amount We will pay for any one Claim will not be more than the Limit of Indemnity. We will not cover You for the Excess stated in Your Schedule.

We will not provide cover to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.

Clauses

The following clauses apply to this Section. Clauses are payable in addition to the Limit of Indemnity. The Excess does not apply to any clause.

Payment for Court Attendance

We will compensate You, subject to Our prior written consent, if We require You to attend court as a witness in connection with a Claim for which You are entitled to cover.

The maximum We will pay under this clause shall not exceed the £500 per day and £25,000 in any one Period of Insurance.

Representation Costs

We will pay on Your behalf any reasonable costs and expenses incurred by You for representation at properly constituted hearings, tribunals or proceedings provided that

- (1) such costs and expenses are incurred with Our prior written consent
- (2) the subject of the hearing, tribunal or proceedings relates to a circumstance first notified to Us during the Period of Insurance which may become a Claim and in respect of which We may be obliged to provide cover

The maximum We will pay under this clause shall not exceed £100,000.

Claims Conditions

The following conditions apply to this Professional Indemnity Section only.

Notification

If in relation to any Claim or loss You fail to fulfil any of the following Claims Conditions You may lose Your right to cover for that Claim or loss.

- (1) You shall give written notice to Us as soon as practicable if, during the Period of Insurance and regardless of any Excess, You
 - (a) receive any Claim, or
 - (b) receive any notice of intention to make a Claim, or
 - (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner, member or Employee of Yours, whether giving rise to a Claim or not.

In the event that it is not possible to give Us such notice before the end of the Period of Insurance then You must do so not later than 10 working days after the end of the Period of Insurance.

- (2) If You become aware of any circumstance that might give rise to a Claim or loss, You shall give written notice to Us of such circumstance as soon as practicable and in any event not later than the last day of the Period of Insurance.

Any Claim or loss subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us.

All written notices should be sent to
The Senior Claims Manager
Aviva Global Corporate and Specialty
80 Fenchurch Street
London EC3M 4AE
Tel. 020 7157 2569
Email: prclms@aviva.com

Admission of Liability

In the event of a Claim or loss or the discovery of a circumstance that might give rise to a Claim or loss You must not admit liability for or settle any Claim or incur any related costs or expenses without Our prior written consent.

Control of Defence and Co-Operation

In the event of a Claim or loss or the discovery of a circumstance that might give rise to a Claim or loss, We will be entitled, at Our own expense at any time, to take over and conduct in Your name (but at Our sole discretion) the defence or settlement of any such Claim or loss provided always that, if there is any dispute between You and Us as to whether a Claim should be defended, We cannot require You to continue to defend a Claim unless a Queen's Counsel (whose identity is agreed with Us) advises that the Claim should be defended.

If We do take over and conduct the defence or settlement of any such Claim or loss You shall give Us (and any consultants, agents or advisers who may be appointed by Us) all such information and assistance as We may reasonably require and that is in Your power to provide.

Your duty to assist Us includes

- (1) providing all such information, documents (including access to those held in computerised or electronic format), assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (2) ensuring that all documents and records that might be relevant or otherwise required by Us are preserved (and, in the case of documents or records that are computerised or otherwise held electronically, ensuring that they are retained in a readily retrievable form)
- (3) allowing Us to present the best possible defence of a Claim within the time constraints available
- (4) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a loss
- (5) ensuring the payment of the Excess in conjunction with the terms of any settlement agreed by Us.

General Conditions

The following conditions apply to this Professional Indemnity Section only.

Acquisitions

We will automatically extend this cover for any entity acquired by You during the Period of Insurance provided that

- (1) In the 12 month period immediately preceding such acquisition, the revenue of the entity did not exceed 10% of Your annual revenue
- (2) In the five year period immediately preceding the acquisition, the entity has had no claims or losses in excess of £25,000 in the aggregate and is not aware of any circumstance which may give rise to a claim
- (3) You have undertaken due diligence prior to the acquisition and are not aware of any potential liability which could result in a Claim under this cover
- (4) The entity is domiciled in and provides all of its services within the United Kingdom
- (5) The services performed by the acquired entity are similar to those provided by You.

Any acquisition which does not meet provisos (1) – (5) above will be automatically covered for a period of 30 days following the acquisition or (if earlier) until the expiry of the Period of Insurance for acts committed after the date of acquisition. We are under no obligation to extend cover to the entity beyond that date. We may provide Our written consent to extend cover subject to You complying with any additional terms, conditions, endorsements and paying any additional premium which We, at Our sole discretion, deem appropriate.

If We decide not to extend cover, or Our amended terms, conditions or additional premium are not acceptable to You, We may cancel this cover.

Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium, by providing at least 30 days' written notice to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing written notice to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above, We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:

- (a) claim made under the policy for which We have made a payment
 - (b) claim made under the policy which is still under consideration
 - (c) circumstances which might give rise to a Claim reported to Us or, if You are aware of any circumstances which might give rise to a Claim, have yet to be reported to Us.
- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
 - (4) We may also cancel this policy at any time by providing at least 30 days' written notice to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there has been no:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which is still under consideration

- (c) circumstances which might give rise to a Claim reported to Us or, if You are aware of any circumstances which might give rise to a Claim, have yet to be reported to Us.

Contesting Proceedings

You shall not be required to contest any legal proceedings unless a senior barrister (to be mutually agreed upon between You and Us) shall advise that such action has a reasonable prospect of success.

Contract of Insurance

This policy, its endorsements and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy, endorsements or the Schedule shall bear the same meaning wherever it may appear unless the contrary is indicated.

In the event that there is any conflict between the terms of this policy and the Schedule, the terms of the Schedule shall prevail.

Discharge of Liability

In connection with any Claim, We may at any time pay You the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any lesser amount for which We believe that such Claim can be settled and thereupon We shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which We may be responsible under this policy.

Fraud

If any claim for indemnity 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

- (1) refuse to pay the claim
- (2) recover from You any sums paid by Us to You in respect of the claim
- (3) 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 (3) 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

- (1) refuse to pay the claim for which You would be entitled to indemnity under this policy
- (2) 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)
- (3) 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 (3) 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.

How much we will pay

The Limit of Indemnity and the Excess apply to all of You jointly. If more than one Insured is named in the Schedule, the total amount We will pay will not exceed the amount We would be liable to pay to any one of You.

Payment of the Premium

You must pay the premium and any relevant taxes when due. Failure to do so will entitle Us to cancel the policy in accordance with the Cancellation Condition. If the premium has not been paid on the due date, whether or not We elect to cancel the policy, We will not cover You in respect of any Claims made or pay any losses occurring prior to the date on which the premium is received.

Reimbursement

Where a Claim or loss involves the dishonest or fraudulent act or omission of any former or present partner, director, member, consultant or Employee of Yours

- (1) You shall at Our request and expense take all reasonable steps to obtain reimbursement from such person or from their estates or legal or personal representatives
- (2) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from You or any monies of such persons held by You shall be deducted from any amount payable under this policy
- (3) no indemnity in respect of such Claim or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission
- (4) nothing herein shall preclude Us from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.

Rights of Recovery

If any payment is made by Us to You under the terms of this policy, You grant to Us all rights of recovery that You would have had against any parties from whom a recovery may be made and You will take all reasonable steps to preserve and not to prejudice such rights.

We shall not seek recovery from any partner, member, principal or Employee of Yours unless the payment was as the result, in whole or part, of a dishonest, fraudulent, criminal or malicious act or omission of such person.

Rights of Third Parties

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

Sanctions

We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision or such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations or the European Union, United Kingdom, Canada or United States of America or any of its states.

Special Conditions

The following conditions apply to this Professional Indemnity Section only.

Duty of Fair Presentation

If there is a breach of the duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (1) where the breach was deliberate or reckless, We may avoid this policy and refuse all Claims, and keep all premiums paid
- (2) 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

If there is a breach of the duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- (1) 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
- (2) 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.
- (3) where You should have notified, during a preceding policy period, either a Claim or circumstance which could give rise to a Claim and the indemnity or cover to which You would have been entitled was in any way more restricted than that provided at the date of notification, We shall be liable only to the extent applicable during such preceding policy period.

If We were not the Insurer for the policy period during which the Claim or circumstance ought to have been notified then, unless You provide Us with a copy of the insurance policy that applied during the relevant period, the comparison will be with the standard form of professional indemnity policy that would have been issued by Us, had We been Your insurer, as at the beginning of the relevant policy period.

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

Exceptions

The following exceptions apply to this Professional Indemnity Section only.

We will not provide cover for

Asbestos

any Claim or loss arising directly or indirectly from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.

Bodily Injury

any Claim or loss arising directly or indirectly from or caused by

- (1) any Bodily Injury of any Employee whilst in the course of their employment with You
- (2) any other Bodily Injury or loss of or damage to property unless arising from an alleged breach of professional duty in the conduct of Your Business.

Contractual Liability

any Claim arising from any Collateral Warranty, Duty of Care Agreement or other contractual agreement in which You agree to

- (1) a standard of care greater than that reasonably expected of Your profession, or
- (2) guarantee a particular outcome, or
- (3) pay a contractual penalty or liquidated damages, or
- (4) provide a greater or longer lasting benefit than that given to the party to the original contract unless such liability would have attached to You in the absence of the features listed above.

Part (4) above does not apply if the greater or longer lasting benefit arises only because such agreement has been executed as a deed.

Controlling Interest

any Claim brought by any entity

- (1) in which You exercise a controlling interest
- (2) which exercises a controlling interest over Your Business by virtue of having a financial or executive interest in You

unless such Claim arises from or is caused by a claim made against such entity by an independent third party.

Defamation

any Claim or loss arising from any defamation unless You can show that it was committed by You in good faith.

Directors and Officers

any Claim made against You solely in Your capacity as a director, officer, member, trustee or governor unless arising from an alleged breach of professional duty in the conduct of Your Business.

Dishonesty or Fraud after Discovery

any Claim or loss arising from any dishonest or fraudulent act or omission committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission.

Employee Benefits Scheme

any Claim or loss arising from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.

Employee Disputes

any Claim or loss arising directly or indirectly from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.

Failure to back up Documents

any Claim or loss arising from the loss of or damage to Documents stored on a computer system unless such Documents

are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

Financial Services

any Claim or loss arising out of any Regulated Activities as defined in the Financial Services and Markets Act 2000 or similar or successor legislation.

Fines or Penalties

any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.

Goods or Products

any Claim or loss arising from any manufacturing defect in any goods or products sold, supplied, manufactured, repaired, altered, constructed, installed or maintained by You.

This exception does not apply to

- (1) computer software unless such software is produced by a third party for general distribution on a wholesale or retail basis and it has not been amended or adapted by You or on Your behalf.
- (2) project models or displays.

Insolvency or Bankruptcy

any Claim or loss arising out of and relating solely to Your insolvency or bankruptcy.

This exception shall not apply to any Claim

- (1) in respect of monies held by You on behalf of third parties
- (2) that would otherwise be covered by this policy but for Your insolvency or bankruptcy.

International Sanctions

any Claim or loss arising under this policy to the extent that the provision of such cover, payment of such Claim or loss would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

Malicious Computer Code

any Claim or loss arising directly or indirectly from or caused by the transmission or receipt of any computer virus or any other computer program or code designed to produce unexpected, unauthorised or undesirable effects or operations unless arising solely from a negligent act, error or omission committed by You in the conduct of Your Business.

Nuclear Risks

any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Other Policies

any Claim or loss where You are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such insurance had this cover not been effected.

Ownership, Possession or Use of Transport or Property

any Claim or loss arising directly or indirectly from or caused by the ownership, possession or use, by You or on Your behalf, of

- (1) any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- (2) any buildings, structures, premises or land, or
 - (a) that part of any building leased, occupied or rented by You, or
 - (b) any other property (mobile or immobile) belonging to You.

Pollution

any Claim or loss arising directly or indirectly from or caused by Pollution.

Prior Claims or Circumstances

any Claim

- (1) You were or should have been aware of prior to the inception of this cover (including any claim notified under any insurance which was in force prior to the inception of this cover and accepted as notified by the insurer of that policy);
- (2) arising out of any circumstance which has been notified under any insurance which was in force prior to the inception of this cover and the insurer of that policy has accepted that the circumstance was properly notified to that policy

provided that this Exception shall not reduce Your rights under (or otherwise affect the application of) any Special Condition.

Retroactive Date

any Claim or loss arising out of any act or omission prior to the Retroactive Date stated in the Schedule. For the avoidance of doubt, in the absence of a Retroactive Date this exception shall not apply.

Trading Losses

any Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by You.

USA/Canada

any Claim

- (1) instituted or pursued in the United States of America, its territories and possessions and/or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise)
- (2) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply
- (3) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.

War & Terrorism

any Claim, loss or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (1) war, invasion, act of 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
- (2) Terrorism
- (3) any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) above.

In any action, suit or other proceedings, where We allege that any Claim or loss falls within (1) and/or (2) above, regardless of any other contributory cause or event, We shall not be required to prove the operation of the relevant exception. The burden of proving that the relevant exception does not apply shall be upon You.

Policy Conditions

The following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

These Conditions do not apply to Management Liability and Professional Indemnity and have no effect on these Sections. All of the conditions applying to Management Liability and Professional Indemnity are stated in the applicable Section.

Alteration of Risk

If 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 or Your interest ceases except by will or operation of law, We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

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.

Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium by providing at least 30 days' written notice to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing written notice to You in accordance with the default termination provisions set out in your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above, We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:

- (a) claim made under the policy for which We have made a payment
 - (b) claim made under the policy for which is still under consideration
 - (c) incident which You are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to Us.
- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
 - (4) We may also cancel this policy at any time by providing at least 30 days' written notice to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that during the current Period of Insurance, there has been no:

- (a) claim made under the policy for which We have made a payment
- (b) claim made under the policy which is still under consideration
- (c) incident which You are aware of and is likely to give rise to a claim, and which has already been, or is yet to be, reported to Us.

Claims Procedure

For the Claims Procedure relating to your Management Liability cover please refer to the Management Liability Section of this policy.

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

You must

- (1) tell Us immediately of any event or occurrence which may result in a claim
- (2) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (3) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
 - (a) 30 days, or
 - (b) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious personsof You becoming aware of the event or occurrence, or such further time that We may allow
- (4) provide Us with all information and help We require in respect of the claim
- (5) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (6) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
- (7) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

If the insurance provided by these Sections is also covered by another policy or cover (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this Policy.

- (1) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, or would be but for the existence of this policy, We will only pay a rateable share of the loss.
- (2) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (3) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

Discharge of Liability

We may at any time pay the Limit of Indemnity or the Sum Insured or a smaller amount for which a claim can be settled after deduction of any sum already paid. We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

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:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) 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 (3) 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:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us to You in respect of the claim (from You or such person depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the policy 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 (3) 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.

Identification

The policy and The Schedule will be read as one contract.

Index Linking

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.

In the event of a reduction in the level of such index or indices We will retain your existing amounts insured unless You advise Us otherwise.

These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.

Non Disclosure, Misrepresentation or Misdescription

(1) Before this policy was entered into

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

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - 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
 - 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

- 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.

(2) 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:

- 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;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - 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
 - 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
 - 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 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.

Reasonable Precautions and Maintenance of Property

You must

- (1) maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturers instructions and servicing requirements.
- (2) take all reasonable precautions to prevent loss, destruction or damage to the property insured and accident or injury to any person or loss, destruction or damage to their property.
- (3) conduct The Business in a lawful manner, complying with all legal requirements and safety regulations.
- (4) keep a record of purchases and sales.

Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide plans, documents, books, and/or any information which We require. We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

Severability of Interest

Applicable to all Sections other than the Employers' Liability Section and the Public and Products Liability Sections, in respect of which, the Cross Liabilities clause shall apply.

If The Policyholder comprises more than one party, each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the

- (1) Loss Limit;
- (2) Total Sum Insured;
- (3) Sum Insured;
- (4) Limits of Liability;
- (5) Total Cover Limit; or
- (6) any other cover limit, limit of liability or indemnity, and/or any amount payable stated in The Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between
 - (a) Aviva as one party
 - and
 - (b) The Policyholder, as the other party.

Subjectivity

The insurance cover provided by Us may be subject to You or Us carrying out certain actions. We will clearly state if the insurance provided by Us is subject to You

- (1) providing Us with any additional information requested by the required date(s)
- (2) allowing Us access to The Premises, Your Contract Sites, and/or The Business to carry out surveys
- (3) completing any actions agreed between You and Us by the required date(s)
- (4) allowing Us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option

- (1) modify the premium
- (2) make amendments to the terms and conditions of the insurance cover
- (3) require You to make alterations to The Premises for which We have provided an insurance cover by the required date(s)
- (4) withdraw any insurance cover provided
- (5) leave the terms and conditions of the insurance cover and the premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved We will withdraw the insurance cover.

The above conditions do not affect Our right to withdraw any insurance cover if We discover information material to Our acceptance of the risk that was not disclosed when requesting the original quotation.

Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

Policy Exceptions

The following Policy Exceptions apply to all Sections unless otherwise stated and are in addition to the exceptions contained in each Section of the policy.

These Exceptions do not apply to Management Liability and Professional Indemnity and have no effect on these Sections. All of the exceptions applying to Management Liability and Professional Indemnity are stated in the applicable Section.

We will not provide cover in respect of

- (1) 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,

exception (1) (a) (ii) shall only apply in respect of the Property Damage, Business All Risks, Money and Assault, Goods in Transit, Contract Works, Machinery Damage, Plant and Equipment, Computer, Cyber, Loss of Revenue Sections, when insured by this policy

exceptions (1) (a) (b) and (c) do not apply to the Terrorism and Employers' Liability Sections, when insured by this policy

exception (1) (b) does not apply to the Public and Products Liability Section or the Group Personal Accident Section when insured by this policy.

exceptions (1) (a) and (1) (c) do not apply to the Group Personal Accident Section and Business Travel Sections, when insured by this policy, while the Insured Person is actually engaged on an Insured Journey abroad.

- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
 - (a) directly or indirectly caused by or contributed to by or arising from
 - (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,

exception (2) (b) does not apply to the Employers' Liability and Public and Products Liability Sections when insured by this policy in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to indemnify another party, or assume the liability of another party.

exceptions (2) (a) and (2) (b) do not apply to the Terrorism Section when insured by this policy.

- (3) Money, negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, goods held in trust or on commission, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, property in transit unless specifically mentioned.

However,

exception (3) does not apply to the Terrorism, Commercial Crime, Employers' Liability, Public and Products Liability and Commercial Legal Protection Sections when insured by this policy.

- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (4)(a) above whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
 - (c) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
 - (d) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above

However,

We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under the Property Damage, Business All Risks, Money and Assault, Goods in Transit, Contract Works, Machinery Damage, Plant and Equipment, Computer, Cyber and Loss of Revenue Sections, but only to the extent that such claim would otherwise be insured under that Section.

exceptions (4) (a) and (4) (b) do not apply to the Terrorism, Commercial Crime, Employers' Liability and Group Personal Accident Sections when insured by this policy.

Definition

The following definition only applies to this exception

'Defined Contingency'

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

Church of Scotland Insurance Services Ltd
Version 1.0 January 2025