



**Masonic Mutual**

**THE MASONIC MUTUAL LIMITED**

**COVER WORDING**

The Masonic Mutual Limited is a company registered in England and Wales with registered number 9085809 and its registered office at 8 Maltings Place, 169 Tower Bridge Road, London SE1 3JB.

The Masonic Mutual Limited (FRN: 625738) is an appointed representative of Regis Mutual Management Limited which is authorised and regulated by the Financial Conduct Authority, FRN: 479202.

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# Contact details

## Claims

You can report a claim

- by telephone - **01892 888475** Monday to Thursday 9.00am to 5.30pm/Fridays 9.00am to 5.00pm or
- using the online claims notification form at <https://www.themasonicmutual.com/claims/>

## Enquiries

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First Floor  
Douglas House  
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Tonbridge  
Kent TN9 2RH

Telephone: 0203 327 3356

Email: [info@themasonicmutual.com](mailto:info@themasonicmutual.com)

## Introduction

Please read this **Cover Wording** and **your Certificate of Entry** carefully to ensure that the **cover** meets **your** needs.

**Your Certificate of Entry** shows the Sections of this Cover Wording that are included in **your cover**, the **excesses** and any special terms and conditions relating to **your cover**.

## Personal information

**We** hold personal information in accordance with the applicable data protection laws. It may be necessary for **us** to pass personal information to other organisations which supply products and services for this **cover**.

**Our** Privacy Notice is available at: [www.themasonicmutual.com/privacy](http://www.themasonicmutual.com/privacy)

Any personal information provided to the **Insurer** will be processed by the **Insurer** in compliance with all applicable laws and regulations and in accordance with their privacy notice which can be found at <https://qbееurope.com/privacy-policy/>. Alternatively, the **Insurer's** Data Protection Officer will provide, on request, a copy of the full privacy notice; requests may be made by email to [dpo@uk.qbe.com](mailto:dpo@uk.qbe.com) or by writing to the Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD.

## Fraud prevention

**We** may check **your** details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If **you** make a claim, **we** may share **your** information with other companies to prevent fraudulent claims.

## Your cover

**We** and **you** agree the following

- (i) this **Cover Wording, your Certificate of Entry** and any endorsement form the terms of **your cover**
- (ii) **you** will pay **your contribution**
- (iii) **we** will, subject to the terms and conditions of this **cover**, provide **cover** under the Sections shown in **your Certificate of Entry** as included in **your cover** during the **cover period** and any subsequent period for which **you** pay and **we** accept **your contribution**

This **cover** is provided to **you** subject to **our Rules**, and any payment **we** may agree to make under this **cover** is at the discretion of **our** Board of Directors

## How to make a claim

If **you** need to make a claim, please check **your Certificate of Entry** and this **Cover Wording** first to see if they include the cause of the **damage**, theft, loss, death or injury, and if an **excess** applies

### What you must do

After any **damage**, theft, loss, death or injury, **you** must take all reasonable steps to prevent more **damage**, theft, loss, death or injury. **You** must carry out emergency repairs to prevent more **damage**, theft, loss, death or injury and keep the invoice(s). It is helpful if **you** take photographs of any **damage** before emergency repairs are carried out

**You** can report a claim

- by telephone - **01892 888475** Monday to Thursday 9.00am to 5.30pm/Fridays 9.00am to 5.00pm or
- using the online claims notification form <https://www.themasonicmutual.com/claims/>

When **you** report a claim by telephone, **we** will ask **you** to explain what has happened and how and when it happened

### Assistance with your claim

Please telephone **us** if **you** need any help filling in the claim form or if **you** have any queries about **your** claim

### Supporting documents

When **you** make a claim, **we** will ask **you** to give **us** documents to support the claim. It is a good idea to keep receipts, valuations, photographs, instruction booklets and guarantee cards as these will help to show **you** own the lost or **damaged** items and their value

## Claims conditions

These Claims conditions apply to all claims made under this **cover**. If **you** do not keep to any of the conditions that apply to **you**, **we** may not agree to pay all or part of **your** claim and in certain circumstances **we** may cancel **your cover**

### Your duties

When something happens which may result in a claim **you** must

1. contact **us** and give **us** full details as soon as **you** can, even if the claim is likely to be less than any **excess**
2. tell the police as soon as reasonably possible if the **damage** is caused by thieves, malicious persons, vandals, or as a result of riot, civil commotion, strikes or labour disturbances
3. if **damage** is caused by riot or civil commotion, give **us** full written details not later than 7 days after the date the **damage** occurred
4. take all practicable steps to recover property lost and otherwise minimise the claim
5. within 30 days give **us** at **your** expense any information **we** require and continue to provide **us** with any information and assistance **we** require
6. not make or allow to be made on **your** behalf any admission, offer, promise, payment or indemnity without **our** prior written consent
7. send **us** every letter, email, claim form, summons and process immediately upon receipt without acknowledgement
8. tell **us** in writing as soon as **you** know about any impending prosecution, inquest or inquiry in connection with the incident
9. for Trustee and management liability, Loss of licence and Professional indemnity claims, comply with the additional conditions in those Sections

## Our rights

### We may

1. start, take over, defend and conduct any legal action in **your** name
  2. bring a legal action in **your** name for **our** benefit
- and **we** will have full discretion in the conduct and settlement of the action
3. or someone on **our** behalf may, on reasonable notice, enter any **premises** where **damage**, death or injury has occurred and take and keep possession of any property included in **your cover**, but **you** cannot abandon **damaged** items to us. This **cover** is proof that **you** authorise **our** rights under this condition
  4. at any time pay **you** up to the **cover limit**
    - (a) less any amount already paid or incurred in the case of claims for Employers' liability or Prosecution defence costs or Trustee and management liability
    - (b) in the case of Public and products liability claims, less any amount already paid or incurred as damages
    - (c) less any amount already paid or agreed to be paid for settlement, damages, interest and claimant's costs or costs for which **you** are liable in the case of claims for Professional indemnity

or  
any lesser amount for which at **our** discretion any claim or claims can be settled

**We** will then relinquish control of the claim and grant no further **cover** except for any Public and products liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada). **We** may also pay any legal costs incurred before the date **we** pay
  5. in the case of Section 6 Money and assault, Cover B Assault or Section 9 Personal accident, if the claim involves the death of a covered person have a post-mortem carried out at **our** expense

Additional conditions apply to Trustee and management liability, Loss of licence and Professional indemnity claims and are set out in those Sections

## General definitions

Words in **bold** type in this **Cover Wording** (or in capital letters in **your Certificate of Entry**) have the meaning shown below unless a different definition is given in a Section of this **Cover Wording**

### **asbestos**

Asbestos, asbestos fibres or any derivatives of asbestos including but not limited to any product containing any asbestos, asbestos fibres or any derivatives of asbestos

### **authorised volunteer(s)**

Voluntary workers normally resident in the **geographical limits** acting under **your** authority while engaged in the **business**

### **business**

**Your** business as described in **your Certificate of Entry**

### **Certificate of Entry**

The document, including its schedules and any subsequent documents, issued by **us** which shows the Sections of **cover you** have chosen and any special terms and conditions relating to **your cover**, and which incorporates this **Cover Wording**

### **contribution**

The amount **you** must pay **us** for the **cover**

### **cover**

The discretionary cover **we** provide as set out in **your Certificate of Entry**, this **Cover Wording** and the **Rules**

### **cover limit**

The most **we** may pay shown on **your Certificate of Entry** or in this **Cover Wording**

### **cover period**

The length of time that the **cover** is valid as stated in **your Certificate of Entry**

### **Cover Wording**

This document which contains the terms and conditions of **your cover**

### **damage/damaged**

Physical loss, destruction or damage

### **excess**

The first part of claim **you** must pay as shown in **your Certificate of Entry**

### **geographical limits**

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

### **Insurer**

QBE UK Limited, company number 1761561. Registered office: 30 Fenchurch Street, London EC3M 3BD. QBE UK Limited is authorised by the Prudential Regulation Authority and regulated by the PRA and Financial Conduct Authority, FRN 202842

### **Mutual**

The Masonic Mutual Limited, company number 9085809

### **premises**

That part of the **buildings** and grounds at the address(es) shown in **your Certificate of Entry** owned or used by **you** in connection with the **business**

### **Rules**

The Rules of the **Mutual**



**unoccupied**

When a **building you** own or use in connection with the **business** is, for more than 30 consecutive days, vacant, unfurnished and empty

**we/our/us**

The **Mutual**

**you/your**

The Member named in **your Certificate of Entry**

# Cover Sections

*(Your Certificate of Entry shows which Sections are included in your cover)*

## Section 1 Property damage

### Definitions

#### buildings

The building or buildings at the **premises** including

1. landlord's fixtures and fittings
2. outbuildings
3. walls, gates and fences
4. piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of **your** responsibility
5. fixed aerials and satellite dishes
6. wind turbines fixed to the buildings
7. solar panels
8. yards, car parks, roads and pavements
9. storage tanks, artificial playing surfaces, swimming pools and associated apparatus

Bridges, land, piers, jetties, culverts and excavations are excluded unless specifically included in this **cover**

#### contents

1. Business equipment, computers, plant, machinery, furniture, fixtures and fittings, consumable stock not for sale and all other contents belonging to **you** or for which **you** are legally responsible or which are entrusted to **you**, contained in the **premises** and elsewhere as stated in **your Certificate of Entry** and this **Cover Wording**
2. The cost of materials, labour and computer time in reproducing
  - (a) documents, manuscripts and business books
  - (b) patterns, models, moulds, plans and designs
  - (c) computer systems records up to 5% of the contents item sum covered
 but not any cost in connection with producing information to be recorded or the value of the information to **you**
3. Regalia up to £10,000 any one item and £30,000 any one Lodge in any one **cover period**
4. Prints, paintings, drawings, tapestries, sculptures or other works of art for an amount not exceeding £5,000 any one item
5. **Personal belongings** of the following whilst contained in the **premises**
  - (a) officers, directors, trustees, committee members, Lodge members, officials, partners, employees and authorised **volunteers** up to £2,500 (£500 for pedal cycles) per person in any one **cover period**
  - (b) visitors up to £1,000 per person in any one **cover period**
  - (c) other persons shown in **your Certificate of Entry** up to the **cover limit** shown for any one person in any one **cover period**

In addition to the above personal money is covered up to £100 per person in any one **cover period**

Contents do not include

1. **stock** intended for sale
2. landlord's fixtures and fittings
3. cash or money instruments of any description whether negotiable or non-negotiable (other than personal money shown in 5. above)
4. vehicles licensed for road use (including their accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
5. any living creatures, trees, shrubs, plants or other vegetation
6. explosives
7. any other property more specifically covered

**covered event(s)**

Any event shown as included in **your Certificate of Entry**

**personal belongings**

Pedal cycles, clothing and personal articles worn, used or carried about the person excluding bankers' cards, credit and debit cards and any belongings otherwise covered

**property covered**

The items covered as set out in the Property damage Section of **your Certificate of Entry**

**stock**

Stock (other than consumable stock not for sale), materials in trade and work in progress belonging to **you** or for which **you** are legally responsible or which are entrusted to **you** whilst at the **premises** including its open yards and spaces and elsewhere as stated in this **Cover Wording** and **your Certificate of Entry**

**tenant's improvements**

Improvements and decorations belonging to **you** or for which **you** are legally responsible in or on the **buildings** and elsewhere as stated in this **Cover Wording** and **your Certificate of Entry**

**Cover**

**We** may pay (by payment up to the value of the **property covered** at the time of the **damage** or at **our** option by repair, reinstatement or replacement) for **damage** to the **property covered** caused by any **covered event** happening during the **cover period**

The most **we** may pay in any one **cover period** is the sum covered for each item and the total sum covered for all claims

**Covered events**

**Your Certificate of Entry** will show which **covered events** are included in **your cover**

**1 Fire lightning and explosion**

Fire not caused by

1. the property's own spontaneous fermentation or heating or it undergoing any process involving the application of heat
2. earthquake, subterranean fire, riot or civil commotion

Lightning

Explosion excluding

1. **damage** to and originating in any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control which is required to be examined to comply with any statutory regulations, unless such vessel, machinery or apparatus is the subject of a contract providing the required inspection service
2. **damage** consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control

**2 Aircraft and aerial devices**

Aircraft and other aerial devices or articles dropped from them

**3 Riot**

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances excluding **damage**

1. resulting from riot in Northern Ireland
2. resulting from cessation of work

3. occasioned by confiscation or destruction or requisition by order of the government or any public authority

#### 4 Malicious persons

Malicious persons excluding **damage**

1. resulting from cessation of work
2. by theft or attempted theft
3. to moveable property in the open except as specifically provided for in extension 18 Property in the open
4. occasioned by confiscation or destruction or requisition by order of the government or any public authority

#### 5 Earthquake

#### 6 Subterranean fire

#### 7 Storm

Storm excluding **damage**

1. by
  - (i) the escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam
  - (ii) inundation from the sea whether resulting from storm or otherwise
2. attributable solely to change in the water table level
3. by frost, subsidence or landslip
4. to fences, gates and moveable property in the open except as specifically provided for in extension 18 Property in the open

#### 8 Flood

Flood caused by

1. the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam
2. inundation from the sea

excluding **damage**

1. attributable solely to change in the water table level
2. by frost, subsidence or landslip
3. to fences, gates and moveable property in the open except as specifically provided for in extension 18 Property in the open

#### 9 Escape of water

Escape of water or beverage from any tank, apparatus or pipe including **damage** to any water tank, apparatus or pipe caused by freezing of water or beverage

but excluding **damage**

1. to the beverage
2. by water discharged or leaking from automatic sprinklers

#### 10 Impact

Impact by any road or rail vehicle, or goods falling from them, or animals

## 11 Falling trees

Falling trees, branches, telegraph poles, lamp posts or pylons

## 12 Falling aerials

Breakage or collapse of television and radio receiving aerials, aerial fittings and masts, satellite dishes, wind turbines, solar panels and security equipment attached to a **building**

## 13 Escape of oil

Escape of oil from any fixed oil fired heating installation or storage tank

## 14 Sprinkler leakage

Accidental escape of water from any automatic sprinkler installation in the **premises** not caused by explosion, earthquake, subterranean fire or heat caused by fire

## 15 Accidental damage

Any other accidental **damage**

Excluding **damage**

1. which is specifically included or excluded elsewhere in this Section
2. to wind turbines

## 16 Subsidence, heave, landslip

Subsidence, heave or landslip of the site on which the **premises** stand

Excluding **damage**

1. attributable solely to change in the water table level
2. to bridges (if included in **your cover**), boundary walls, gates, fences, piping, ducting, cables, wires and associated control gear and accessories, yards, car parks, roads and pavements, storage tanks, artificial playing surfaces and swimming pools unless also resulting in **damage** to a **building**
3. caused by or consisting of
  - (a) the normal settlement or bedding-down of new structures
  - (b) the settlement or movement of made-up ground
  - (c) coastal or river erosion
4. caused by defective design or workmanship or the use of defective materials
5. caused by fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
6. which originated before this **cover** began resulting from
  - (a) demolition, construction, structural alteration or repair of any property
  - (b) groundworks or excavation
 at the same **premises**

### Special condition

**You** must tell **us** as soon as **you** become aware of any demolition, groundworks, excavation or construction being carried out at the site where the **premises** stand or on any adjoining site. **We** shall then have the right to vary or cancel this **cover**

## 17 Theft or attempted theft

Theft or attempted theft

1. involving entry to or exit from the **buildings** by forcible and violent means
2. following actual or threatened assault or violence

Excluding

1. **damage** to the **buildings** as a result of theft or attempted theft

## 18 Glass and sanitary fixtures

Accidental **damage** of any part of the exterior and interior glass, sanitary fixtures or signs, including the reasonable cost of

1. repairs to framework following breakage of the covered glass
2. necessary boarding-up pending replacement of the covered glass
3. in the case of multiple glazing, the additional cost of re-creating vacuums or the purchase and installation of new sealed units
4. replacing any lettering, painting or alarm foil on such glass

but excluding **damage**

1. specifically included or excluded elsewhere under this Section
2. to glass, sanitary fixtures or signs already damaged when this **cover** began
3. to or disfiguration of glass not extending through the entire thickness of the glass
4. to glass while not fixed
5. caused by or traceable to alterations to the **premises** or in the glass whereby the risk of **damage** is increased
6. to bulbs or tubes unless the signs in which they are contained are **damaged** at the same time

## Extensions

The **cover** under this Section includes the following

Unless specifically stated otherwise these extensions do not increase the **cover limits** under this Section

### 1 Non-invalidating

**Cover** under this Section shall not be invalidated by any act, omission or alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control

Provided that on becoming aware of this **you** tell **us** as soon as reasonably possible and pay an additional **contribution** if required

### 2 Reinstatement of sum covered

*(Not applicable to any limits in the extensions to this Section)*

If **you** pay the additional **contribution** **we** ask for, **we** will automatically reinstate the sum covered in full after **damage** has occurred

Provided that

1. **we** have not given **you** notice within 30 days of **you** reporting the **damage** to **us** that **we** will not reinstate the sum covered
2. in respect of **damage** by theft or attempted theft, reinstatement will only apply if **you** complete any improvements to the security precautions at the **premises** that **we** may require and
3. reinstatement following theft or attempted theft will apply only once during each **cover period**

### 3 Fees

If the **buildings** are included in **your cover**, architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the **property covered** following **damage** by a **covered event**, but not for preparing any claim, and the most **we** may pay for such **damage** and fees shall not exceed in the aggregate the sum covered by each item

#### 4 Removal of debris

Costs and expenses **you** necessarily incur with **our** prior written consent in

1. removing debris
2. dismantling and/or demolishing
3. shoring up or propping

of the portion or portions of the **property covered** by the said items destroyed or **damaged** by any **covered event**, but the most **we** may pay for such **damage** and costs incurred shall not exceed in the aggregate the sum covered by each item

**We** may also pay the costs and expenses **you** necessarily incur with **our** prior written consent in removing fallen trees within the grounds of the **premises** if

1. the trees have fallen as a result of a **covered event** and
2. the **buildings** are **damaged** by the same **covered event** occurring at the same time and **we** have agreed a claim for that **damage**

#### Exclusions

**We** do not give **cover** for any costs or expenses

1. of removing debris except from the site of such property destroyed or **damaged** and the area immediately adjacent to such site
2. arising from pollution or contamination of property not included in **your cover**

#### 5 Temporary removal

**Damage** to or theft of **contents** while temporarily removed for cleaning, renovation, repair or other similar purpose to any other premises and in transit between all such locations in the **geographical limits**

#### 6 Spontaneous heating

**Damage** to coal, coke or wood blocks by its own spontaneous fermentation, heating or combustion

#### 7 Legislation and Public Authorities

(Including undamaged portions)

If the **buildings** are included in **your cover**, **we** may pay such additional cost of reinstatement of the **damaged** property and undamaged portions as may be incurred solely because **you** have to comply with

1. applicable legislation or
2. building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority

(the **stipulations**)

#### Exclusions

**We** do not give **cover** for

1. the cost of complying with the **stipulations**
  - (a) in respect of **damage** occurring before **you** had **cover** under this extension
  - (b) in respect of **damage** excluded or otherwise not protected by this **cover**
  - (c) under which notice was served on **you** before the **damage** happened
  - (d) for which there is an existing requirement which has to be implemented within a given period
2. the additional cost that would have been required to make good the property **damaged** to a condition equal to its condition when new had the necessity to comply with the **stipulations** not arisen
3. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the **stipulations**

### Special conditions

1. The work of reinstatement
  - (a) must begin and be carried out without unreasonable delay and in any case must be completed within 12 months after the **damage** or within such further time as **we** may allow (during the said 12 months)
  - (b) may be carried out at another site (if the **stipulations** so necessitate) but **we** do not give **cover** for more than the cost of reinstatement at **your** site
2. If the discretionary indemnity under this **cover** apart from this extension shall be reduced by the application of any of the terms and conditions of the **cover** then the discretionary indemnity under this extension (in respect of any such item) shall be reduced in like proportion
3. The most **we** may pay under any item of the **cover** under this extension is
  - (a) 15% of its sum covered or
  - (b) where the sum covered by the item applies to property at more than one **premises**, 15% of the total amount **we** may have paid if the **property covered** by the item at the **premises** where **damage** has occurred been wholly destroyed
4. The total amount which may be paid under any item of the **cover** is its sum covered
5. All the terms of this **cover**, except insofar as they may be expressly varied, shall apply to this extension

### 8 Emergency services damage to the grounds

**Damage** caused by the emergency services at any part of the **premises** or to **property covered** or the grounds for which **you** are responsible, excluding Police raids

### 9 Capital additions

The **cover** under this extension increases the sum covered but only to the extent stated

Under the Buildings and Contents items

1. alterations and additions to the **property covered** but not any appreciation in value
2. newly acquired property, so far as it is not otherwise covered, anywhere in the **geographical limits**

Provided that

1. at any one situation the most **we** may pay is 10% of the total sum covered on such property or £500,000 in respect of both **buildings** and **contents** whichever is less
2. **you** give **us** details of such extension of **cover** as soon as practicable and take out specific **cover** and pay any additional **contribution we** ask for from the beginning of the **cover**

### 10 Loss of oil gas or water

**We** may pay for

1. loss of oil (other than theft) or gas from the heating system after **damage** by a **covered event** to that system, up to £5,000 any one claim
2. the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the **premises**, up to £5,000 any one claim
3. theft of oil from any storage tank used for the heating system at the **premises** provided theft is a **covered event** under **your cover**, up to £5,000 any one **cover period**
4. the cost of decontaminating the grounds of the **premises** following accidental discharge of oil from any oil fired heating installation or storage tank up to £25,000 any one claim
5. loss of metered water from the water or heating system after **damage** by a **covered event** to that system, up to £10,000 any one claim

### 11 Sale of the building

If the **buildings** are included in **your cover**, the interest of the purchaser in the **cover** under this Section for the period from the written offer and acceptance or exchange of contracts until completion of the sale is noted



Provided that

1. the **buildings** are not covered elsewhere for the benefit of the purchaser
2. the purchaser complies with and is bound by the terms of this **cover**

## 12 Bequeathed property

The **cover** under this extension increases the sum covered but only to the extent stated

**Damage** by a **covered event** to material property anywhere in the **geographical limits** bequeathed to **you**

**Cover** begins on the date **you** have legal title to the material property

Within 3 months of legal title of the property passing to **you**, **you** must either tell **us** about the property and arrange for it to be specifically included in **your cover** or arrange for it to be covered or insured elsewhere

If **you** arrange to cover the property with **us** any additional **contribution** which has to be paid will be calculated from the date the legal title of the property passed to **you**

### Cover limits

1. For property other than buildings, £50,000 any one bequest (single article limit £5,000)
2. For buildings, 10% of the **buildings** sum covered or £250,000 whichever is less any one bequest

### Exclusions

1. Motor vehicles licensed for road use or their accessories
2. Trailers, caravans, watercraft or aircraft
3. Property covered under any other form of indemnity
4. Cash or money instruments of any description whether negotiable or non-negotiable

## 13 Damage to the buildings by theft

(Only applicable if the event of Theft or attempted theft is included in **your cover**)

The **cover** includes

1. if **buildings** are included in **your cover**, repairs to the **buildings** following theft or attempted theft of the fabric of the **buildings** excluding external metal up to £5,000 in any one **cover period**
2. if **buildings** are included in **your cover**, repairs to the **buildings** following theft or attempted theft of external metal up to £5,000 in any one **cover period**
3. if **contents** are included in **your cover**, damage to the **buildings** caused by theft or attempted theft of **contents** up to £25,000 in any one **cover period**
4. **damage** to property included in **your cover**, directly caused as a result of the entry of rainwater following the theft or attempted theft of the fabric of the **buildings** including external metal up to £5,000 in any one **cover period**

This extension does not apply when scaffolding is erected at the **premises** unless **we** have agreed in writing to continue **cover**

## 14 Loss or theft of keys

(Only applicable if Theft or attempted theft is included in **your cover**)

If **contents** are included in **your cover**, the reasonable costs for gaining access to the **premises** and/or replacing locks at the **premises** including locks of safes or strongrooms in the **premises** if their keys are stolen or lost

### Cover limit

£5,000 any one **cover period**

## 15 Seasonal stock increase

The **cover** under this extension increases the sum covered but only to the extent stated

An additional £10,000 for additional **stock**, consumable stock not for sale and provisions **you** have purchased for any exhibition, festival or fund-raising event

## 16 Raffle prizes and donated goods

**Damage** by a **covered event** to raffle prizes and donated goods to be used for fund raising events including whilst at the home of **your** officer, director, trustee, employee or **authorised volunteer**

### Cover limit

£1,500 any one claim

## 17 Freezer contents

If **contents** are included in **your cover**, **damage** to the contents of chill or deep freeze food units as a result of failure of the unit, failure of the electricity or gas supply or contamination from refrigerant or refrigerant fumes

In addition, **we** may pay, if incurred, the necessary and reasonable cost of hiring temporary alternative freezing space

### Exclusions

1. **Damage** caused by **your** failure to pay for the electricity or gas supply
2. **Damage** to freezer contents where the freezer or compressor is more than 15 years old unless the refrigeration unit is the subject of a current manufacturer's guarantee or an annual maintenance contract

### Cover limit

£5,000 for the contents of any unit and £20,000 in total any one **cover period**

## 18 Property in the open

If **contents** are included in **your cover**, **damage** to the following property by the **covered events**

1. groundsmen's equipment in the grounds of the **premises**
2. fixtures including fixed floodlighting and external lighting, security equipment fixed to the **buildings** or in the grounds of the **premises**
3. fixed or unfixed equipment, garden decorations and ornaments, monuments, memorials, statues, bridges and garden furniture in the grounds of the **premises**
4. **your** signs and nameplates fixed to the **buildings** or positioned outside but in the immediate vicinity of the **premises**

### Cover limit

£20,000 for any one **cover period**

For this extension

1. theft or attempted theft event includes theft or attempted theft not involving forcible and violent entry
2. the exclusion under the events of 4 Malicious persons, 7 Storm and 8 Flood relating to moveable property in the open does not apply

## 19 Trace and access

The costs and expenses reasonably incurred by **you** with **our** prior written consent in locating the source of a leakage of oil, water or gas at the **premises** and in subsequent repair of damage caused by locating the source

**Cover limit**

£50,000 any one claim

**20 Underground pipes and cables**

Accidental **damage** to underground pipes and cables where the **buildings** are covered under this Section or where **you** are liable for repairs as tenant

**21 Clearing drains**

The reasonable costs **you** incur for clearing or repairing drains, gutters, sewers and the like for which **you** are responsible incurred as a direct result of **damage** caused by a **covered event**

**Cover limit**

£50,000 any one claim

**22 Extinguisher and alarm resetting expenses**

The reasonable costs **you** incur in refilling fire extinguishing appliances, replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following a **covered event**

**23 Cover away from the premises**

**Damage** by any cause not excluded to

1. regalia anywhere within the **geographical limits** and the European Union
2. **contents** other than regalia anywhere within the **geographical limits**

whilst temporarily removed from the **premises** for purposes other than cleaning, renovation or repair

**Cover limits**

1. Regalia £10,000 any one article and £30,000 any one Lodge in any **cover period**
2. All other **contents** £5,000 in any one **cover period** subject to £1,000 for any one item other than **personal belongings**
3. **Personal belongings** belonging to persons detailed in the definition of **contents**
  - (a) £500 for any one person in any one **cover period**
  - (b) £250 for any one item in anyone **cover period**

**Exclusions**

1. **Damage** to a trailer or caravan whilst attached to or being towed by a motor vehicle
2. **Damage** by theft or attempted theft from any unattended vehicle unless
  - (a) the vehicle is locked at all points of access
  - (b) there are visible signs of forcible and violent entry to the vehicle
  - (c) the property (unless permanently fixed in position) is out of sight in a locked compartment or locked boot within the vehicle
3. **Damage** by malicious persons, theft, storm or flood to moveable property left in the open

**24 Minor contract works**

*Explanatory notes (not forming part of the cover)*

1. *This extension only applies if the **buildings** are covered under this Section against all of the **specified perils** defined below*
2. *If **you** do not have Terrorism insurance then the requirements of the building contract will not be met – to help **you**, **we** can arrange Terrorism insurance, or **you** can ask **your** architect to reduce the requirements of the building contract with the agreement of all the parties*
3. *If **you** do not renew **your cover** there will be no **cover** for the building works if they continue beyond the **cover period***

The **cover** under this extension increases the sum covered but only to the extent stated

### Definitions

#### all risks

All the **covered events** under this Section including accidental **damage**

#### contractor(s)

As defined in the **covered contract**

#### contract works

The permanent works and the temporary works executed under the **covered contract**

#### covered contract

Any JCT minor standard or intermediate building contract in which the employer is required to take out a joint names policy provided that the value of the contract does not exceed £100,000

Also any similar contract with **our** written agreement

If there are separate contracts relating to one project at the **premises**, the **cover limit** of £100,000 is for the total value of all the contracts involved

#### site materials

All unfixed materials and goods delivered to be placed on or adjacent to the **contract works** and intended for incorporation within the **contract works**

#### specified perils

Fire, lightning, explosion, storm, tempest, flood, escape of water from any water tanks apparatus or pipes, aircraft and other aerial devices or articles dropped from them, riot, civil commotion and earthquake

### Cover

In respect of repairs, alterations and/or extensions to existing building structures, **your** obligations as employer for **specified perils** or **all risks** as required by the **covered contract**

For this extension and for the period of the **covered contract** the **cover** for

1. the existing structures and any contents for which **you** are responsible
2. the **contract works** and site materials

is considered to be in the joint names of **you** and the contractor but only in so far as required under the terms of the **covered contract**

**We** may provide **cover** (by payment or at **our** option by repair, reinstatement or replacement) inclusive of all professional fees and VAT where applicable up to

1. for existing structures and contents for which **you** are responsible, the sums covered by the relevant **buildings** and **contents** items at the time of the **damage**
2. £100,000 in respect of the **contract work** and site **materials**

The erection of scaffolding in connection with the **cover** under this extension is not an alteration in risk under the Alteration of risk General condition

### Off-site storage

**Cover** includes materials or goods designated to be included in the **contract works** whilst temporarily held in store away from the contract site but not while they are being worked upon

### Cover limit

£7,500 any one storage site

### Exclusions

**We** do not give **cover** for **damage** to

1. deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money or stamps
2. any craft designed to travel in on or through water, air or space
3. any mechanical plant and equipment
4. any property (including that being altered or repaired) which already existed at the time of the commencement of the **covered contract** other than **site materials**
5. the permanent works or any part of them in respect of which a certificate of completion has been issued by or to **you** or which has been completed and handed over to or taken into use with **your** permission for a purpose other than for the performance of the **covered contract**

**We** do not give **cover** for

6. penalties under the **covered contract** for delay or non-completion or consequential loss of any nature except as specifically provided for under this extension

## 25 Loss avoidance measures

The reasonable costs **you** incur in taking reasonable but exceptional measures to prevent or mitigate impending **damage** to the **property covered** by a **covered event**

Provided that

1. if **damage** had occurred it would have resulted in a claim that **we** would have agreed under this Section
2. **we** are satisfied that **damage** has been prevented or reduced by the exceptional measures
3. the terms, conditions and exclusions of this Section and the **cover** apply as if **damage** had occurred
4. the most **we** may pay will be the cost of **damage** which would have otherwise occurred

### Cover limit

£10,000 any one occurrence or series of events arising out of one occurrence

## 26 Pairs and sets: regalia

Where an item of regalia suffers **damage** and is part of a pair, set or uniform **we** may pay up to 50% of the sum covered for the undamaged item or items forming part of that pair, set or uniform

If any item which has an increased value because it forms part of a pair or set suffers **damage** any payment **we** may make may take account of the increased value

If **we** agree to pay the full sum covered for an item, pair or set **we** will then own it and have the right to take possession of it

### Cover limits

The most **we** may pay is the value of the pair or set up to

1. £10,000 any one item and
2. £30,000 any one Lodge in any one **cover period**

## Memoranda

### Property Damage – basis of settlement

#### Definitions

##### declared value

The sum stated in **your Certificate of Entry** which is **your** assessment of the cost of **reinstatement** of the **property covered** at the level of costs applying at the beginning of the **cover period** (ignoring inflationary factors which may operate subsequently) together with, insofar as the **cover** by the item provides due allowance for

1. the additional cost of **reinstatement** to comply with the stipulations defined in extension 7 Legislation and Public Authorities (including undamaged portions)
2. professional fees

3. debris removal costs

#### **reinstate/reinstating/reinstatement**

1. The rebuilding or replacement of property **damaged** which, provided the amount **we** may pay is not increased, may be carried out
  - (a) in any manner suitable to **your** requirements
  - (b) at another site
2. the repair or restoration of property **damaged**

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

#### **Reinstatement of property**

**We** do not have to **reinstate** exactly or completely any property that is the subject of an agreed claim but may **reinstate** only as circumstances permit and in reasonably sufficient manner

**We** will not consider a claim in respect of any one of the items of **property covered** for more than the sum covered

#### **1. Reinstatement basis**

This applies unless shown otherwise on **your Certificate of Entry**

The most **we** may pay for **damage** to **property covered** is the cost of **reinstatement**, subject to the Reinstatement Basis Conditions.

#### **Reinstatement Basis Conditions**

1. If at the time of the **reinstatement** the sum representing 85% of the cost which may have been incurred in **reinstating** the whole of the **property covered** by this provision is more than the sum covered at the commencement of any **damage**, the most **we** may pay is the amount equal to the proportion of the amount of the **damage** which the said sum covered shall bear to the sum representing the total cost of **reinstating** the whole of such property at that time
2. The most **we** may pay for the repair or restoration of property **damaged** in part only is the amount which may have been payable had such property been wholly destroyed
3. **We** will not consider claims for payment beyond the amount which may have been payable by **us** in the absence of this provision
  - (a) unless the **reinstatement** commences and proceeds without unreasonable delay
  - (b) until the cost of **reinstatement** shall have been actually incurred
  - (c) if the **property covered** is, at the time of the **damage**, covered by any other form of indemnity effected by **you** or on **your** behalf which is not on the same basis of **reinstatement**
4. All the terms and conditions of this **cover** shall apply
  - (a) to any claim which may be payable under this memorandum except insofar as they are varied in this memorandum
  - (b) where claims are agreed as if this memorandum had not been incorporated

#### **2. Day One Basis**

This applies if a "Day One" figure is shown against an item in **your Certificate of Entry**

The most **we** may pay for **damage** to **property covered** is the cost of **reinstatement** subject to the Day One Reinstatement Basis Conditions

#### **Day One Reinstatement Basis Conditions**

1. **Your contribution** has been calculated on the basis of the **declared value** provided in writing by **you** to **us**
2. **You** will notify **us** of the **declared value** for each applicable item at the beginning of each **cover period**. If no declaration is received from **you** then the last amount declared to **us** will be taken as the **declared value** for the following **cover period**

3. If, at the time of the **damage**, the **declared value** of each applicable item is less than the cost of **reinstatement** at the beginning of the **cover period**, the **most we** may pay for **damage** will be the proportion that the **declared value** bears to such cost of **reinstatement**
4. The most **we** may pay for the repair or restoration of property **damaged** in part only is the amount which may have been payable had such property been wholly destroyed.
5. **We** will not consider claims for payment beyond the amount which may have been payable by **us** in the absence of this provision
  - (a) unless the **reinstatement** commences and proceeds without unreasonable delay
  - (b) until the costs of **reinstatement** shall have been actually incurred
  - (c) if the **property covered**, is at the time of the **damage** covered by any other form of indemnity taken out by **you** or on **your** behalf which is not on the same basis of **reinstatement**.
6. The most **we** may pay is 115%, or the percentage stated in **your Certificate of Entry**, of the **declared value**

### 3. Index-linking

Unless the Day One Basis memorandum applies, the sum covered by each item covered (but not extension limits) under this Section will be adjusted in accordance with suitable indices selected by **us**

The annual renewal **contribution** will be amended accordingly

In the event of **damage**, index-linking will continue from the date of **damage** until the resulting claim may be settled but **we** do not give **cover** for increased costs which arise due to unnecessary delay on **your** part

### 4. Other interests

The interest in the **cover** by this Section of the various mortgagees, lessors and freeholders of the property is noted

## Section 1 Exclusions

**We** do not give **cover** for

1. **damage** caused by pollution or contamination other than provided for under extension<sup>10</sup> Loss of oil gas or water, but this shall not exclude **damage** to the **property covered** not otherwise excluded caused by
  - (a) pollution or contamination which itself results from any of the **covered events** other than Accidental damage
  - (b) any of the **covered events** other than Accidental damage which itself results from pollution or contamination
2. consequential loss of any kind
3. **damage** to
  - (a) **data** which shall include but not be limited to
    - (i) **damage** to or corruption of **data** whether in whole or in part
    - (ii) unauthorised appropriation of, use of, access to, or modification of **data**
    - (iii) unauthorised transmission of **data** to any third parties
    - (iv) **damage** arising out of any misinterpretation, use or misuse of **data**
    - (v) **damage** arising out of any operator error in respect of **data**
  - (b) any items covered arising directly or indirectly from
    - (i) the transmission or impact of any **virus**
    - (ii) unauthorised access to a **system**
    - (iii) interruption of or interference with electronic means of communication used in the conduct of **your** business including but not limited to any diminution in the performance of any website or electronic means of communication
    - (iv) **failure of a system**
    - (v) anything described in (a) above

but in respect of (b)(i), (b)(ii), (b)(iii) and (b)(iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission

### Definitions for this exclusion

#### data

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware

#### failure of a system

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a **system**, whether or not owned by **you**, to operate at any time as desired, as specified or as required in the circumstances of **your business** activities

#### microchip(s)

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller

#### system(s)

Includes computers, other computing and electronic equipment linked to a computer, hardware, electronic data processing equipment, **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation

#### virus

Programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **system** transmitted between **systems** by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not

4. **damage** to any electrical plant or apparatus caused by self-ignition, but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs
5. **damage** caused by or consisting of inherent vice, latent defect, depreciation, gradual deterioration, wear and tear, its own faulty or defective design or materials, faulty or defective workmanship but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded
6. **damage** caused by or consisting of corrosion, dust, rust, wet or dry rot, contamination, mildew, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects, change in temperature, colour, flavour, texture or finish
7. livestock
8. **damage** to property resulting from it undergoing any process of cleaning, dyeing, restoration, production, packing, treatment, testing, commissioning, servicing or repair
9. **damage** caused by atmospheric and climatic conditions other than storm or flood
10. **damage** consisting of
  - (a) joint leakage, failure of welds or cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
  - (b) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
11. **damage** caused by or consisting of
  - (a) acts of fraud or dishonesty
  - (b) disappearance unexplained or inventory shortage, misfiling or misplacing of information
12. **damage** caused by or resulting from any deliberate act or omission by **you** or anyone acting on **your** behalf
13. **damage**
  - (a) to a **building** or structure caused by its own collapse or cracking other than as provided for under the Subsidence event
  - (b) to moveable property in the open, fences and gates by wind, rain, hail, sleet or snow other than as provided for under the Property in the open extension



## Section 2 Equipment breakdown

### Definitions

#### accident(s)

1. Electrical or mechanical breakdown including rupture or bursting caused by centrifugal force
2. Artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
3. **Explosion** or **collapse** of steam boilers, steam pipes, steam engines or steam turbines owned or leased by **you** or operated under **your** control
4. **Damage to covered equipment** operating under steam or fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
5. **Damage** to hot water boilers or other water heating equipment and their associated oil or water storage tanks caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment

#### additional expenses

Expenses incurred to clean up or dispose of the **covered equipment** resulting from contamination by a **hazardous substance**

#### breakdown

1. The actual breaking, failure, distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising from defects in the **covered equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work
2. Fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative
3. The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

#### collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the **covered equipment** caused by crushing stress by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

#### computer equipment

Equipment that is electronic computer or other data processing equipment including **media** software and peripherals used in conjunction with such equipment belonging to **you** or for which **you** are responsible

#### covered equipment

Equipment owned by **you** or for which **you** are responsible built to operate under vacuum or pressure (other than weight of contents) or used for the generation, transmission or utilisation of energy including but not limited to

1. heating systems and hot water heaters
2. air circulation, ventilation, air conditioning and non-process refrigeration systems
3. electrical panels, emergency generators and electrical distribution systems
4. security alarm systems
5. lifts and escalators
6. office equipment including telephone systems, fax machines, copiers and printers
7. retail equipment, bar-code scanners credit and debit card payment systems and cash registers
8. forklift trucks at the **premises**
9. **computer equipment**

#### Excluding

1. any structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building
2. any insulating or refractory material

3. any sewer, piping, underground vessels or piping or piping forming a part of a sprinkler system
4. any water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system
5. any vehicle or mobile lifting equipment (other than forklift trucks at the **premises**) or aircraft or floating vessel including any equipment mounted on such vehicle or mobile lifting equipment or aircraft or floating vessel
6. any dragline, excavation or construction plant or equipment
7. any tool, die cutting edge, crushing surface, trailing cable, non-metallic lining, driving belt or band or any other part of **covered equipment** which is exchangeable and requires periodic renewal  
This exclusion is limited to **damage** involving those parts themselves and shall not apply to other resultant **damage**
8. any equipment manufactured by **you** for sale
9. kitchen and food preparation equipment, laundry and cleaning equipment, audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters
10. fixed aerials, satellite dishes, wind turbines and solar panels

#### explosion

The sudden and violent rending of the **covered equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **covered equipment** together with forcible ejection of the contents

#### hazardous substance

Any substance other than ammonia that has been declared to be hazardous to health by a governmental agency

#### media

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

## Cover

**We** may pay for (by payment up to the value of **covered equipment** at the time of the **damage** or at **our** option by repair, reinstatement or replacement) **damage** to **covered equipment** at the **premises** by any **accident** happening during the **cover period**

The most **we** may pay in any one **cover period** is the sum covered under the Property damage Section of this **Cover Wording** for each item of **covered equipment** and in all the total sum covered subject to the maximum amount below

#### Cover limit

The total amount **we** may pay under this Section is £5,000,000 in any one **cover period**, subject to a **cover limit** of £250,000 any one **cover period** for **computer equipment**

If an initial **accident** causes other **accidents** all will be considered one **accident**

All **accidents** that are the result of the same event will be considered one **accident**

#### Extensions

The **cover** under this Section includes the following

These extensions do not increase the limits or sums covered that apply

### 1 Computer equipment

**Damage** caused by or resulting from an **accident** to **computer equipment** occurring anywhere in the **geographical limits** or the European Union but only whilst in the custody or control of **you** or **your** employee

#### Cover limit

£250,000 any one **cover period**

## 2 Reinstatement of data

**We** may pay the costs **you** incur in reinstating data that is lost or **damaged** as a consequence of an **accident** to **computer equipment**

Provided that

1. **we** will only consider claims for the cost of reinstating data to **media**
2. **you** comply with the Back-up records Special condition

### Special condition – Back-up records

**You** must maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours, one copy as a minimum being held off site, and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations

### Cover limit

£25,000 any one **cover period**

### Exclusions

**We** do not give **cover** for

1. any losses discovered later than 180 days after the loss was initiated
2. loss of or damage to software
3. claims under this extension for costs more specifically described under extension 3 Increased cost of working

## 3 Increased cost of working

**We** may pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations as a consequence of an **accident** to **computer equipment**

### Cover limit

£25,000 any one **cover period**

## 4 Business interruption

If Section 3 Business interruption is included in **your cover**, **we** may pay **you** in respect of each item in the Business interruption section of **your Certificate of Entry** for the loss occurring during the indemnity period (as defined in Section 3 Business interruption) following an **accident** to **covered equipment** that results in the **business** being interrupted or interfered with

### Cover limit

The most **we** may pay is the sum covered for each item or in all the total sum covered, and not more than £30,000 any one **cover period**

## 5 Hazardous substances

**Damage** to **covered equipment** at the **premises** caused by contamination by a hazardous substance including any additional expenses incurred and, if Section 3 Business interruption is included in **your cover**, loss occurring during the indemnity period (as defined in Section 3 Business interruption) in consequence of the **business** carried on by **you** at the **premises** being interrupted or interfered with

### Cover limit

£10,000 any one **cover period**

## 6 Expediting expenses

Reasonable costs **you** necessarily incur to make temporary repairs and expedite permanent repairs or permanent replacement of **damaged covered equipment**

### Cover limit

£25,000 any one **cover period**

## 7 Legislation and Public Authorities

(Including undamaged portions)

If in force, extension 7 Legislation and Public Authorities of Section 1 Property damage applies to **covered equipment damaged** as a result of an **accident** subject to the **cover limit** for this Section

## 8 Loss avoidance measures

Reasonable costs **you** necessarily incur to take exceptional measures to prevent or mitigate impending **damage** to **covered equipment** as a result of an **accident**

Provided that

1. **damage** would reasonably be expected if such measures were not implemented
2. **we** are satisfied that **damage** has been avoided or mitigated by means of the exceptional measures
3. the amount which may be payable will be limited to the cost of **damage** which would have otherwise occurred
4. the terms conditions and exclusions of this **cover** apply as if **damage** had occurred
5. if **damage** had occurred it would have resulted in a claim that would have been agreed by **us** under this Section

### Cover limit

£5,000 any one **cover period**

## 9 Damage to own surrounding property

**We** may pay for **damage** to property belonging to **you** or in **your** custody and control and for which **you** are responsible directly resulting from explosion or collapse of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel

### Cover limit

£1,000,000 any one **accident**

## Memoranda

### 1 Reinstatement of property

**We** do not have to reinstate exactly or completely any property that is the subject of an agreed claim but only as circumstances permit and in reasonably sufficient manner

**We** will not consider a claim in respect of any one of the items covered more than the sum covered

### 2 Reinstatement basis of settlement in the event of a claim

Applicable unless stated otherwise in **your Certificate of Entry**

#### Definition

##### reinstatement

1. The replacement of **covered equipment** that is the subject of an **accident** which, provided the amount **we** may pay is not increased may be carried out

- (a) in any manner suitable to **your** requirements
  - (b) upon another site
2. the repair or restoration of **covered equipment** that is the subject of an **accident**

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

Subject to the Reinstatement basis conditions, the amount **we** may pay in respect of **covered equipment** shall be the **reinstatement** of the **covered equipment** that is the subject of an **accident**

### Reinstatement basis conditions

1. The most **we** may pay for the repair or restoration of **covered equipment** that is the subject of an **accident** is the amount which may be payable for replacement of the **covered equipment**
2. No payment beyond the amount which may have been payable in the absence of this memorandum shall be made
  - (a) unless **reinstatement** commences and proceeds without unreasonable delay
  - (b) until the cost of **reinstatement** shall have been actually incurred
3. All the terms and conditions of this **cover** shall apply
  - (a) in respect of any claim which may be payable under this memorandum except in so far as they are varied by this memorandum
  - (b) where claims may be payable as if this memorandum had not been incorporated

## Section 2 Exclusions

**We** do not give **cover** for

1. **damage** caused by or resulting from
  - (a) a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
  - (b) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions  
But if **damage** from an **accident** results, **we** may pay for that resulting **damage**
  - (c) mould, fungus, mildew or yeast
  - (d) the direct application of any tool or process during the course of repair, maintenance, inspection, modification or overhaul
  - (e) installation, erection, dismantling, re-siting, transportation or removal of **covered equipment** other than re-siting, transportation or removal under its own power whilst at its operating site
  - (f) accidental failure of the power supply
2. **damage to computer equipment** which is recoverable under a maintenance agreement, warranty or guarantee
3. in respect of extension 4 Business interruption, any delay in resuming operations resulting from the need to reconstruct or re-input data or programs on **media** nor for the costs incurred in so doing where **you** have not fully complied with the Special condition – Back-up records
4. any liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency of **covered equipment**
5. **damage** resulting from malicious persons, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances occurring in Northern Ireland
6. any **damage** or loss directly or indirectly caused by or in consequence of the act or order of any lawfully constituted authority
7. **damage to**
  - (a) **data** (other than as provided for under extension 2 Reinstatement of data) which shall include but shall not be limited to
    - (i) **damage** to or corruption of **data** whether in whole or in part
    - (ii) unauthorised appropriation of use of access to or modification of **data**
    - (iii) unauthorised transmission of **data** to any third parties
    - (iv) **damage** arising out of any misinterpretation use or misuse of **data**
    - (v) **damage** arising out of any operator error in respect of **data**
  - (b) any items covered arising directly or indirectly from

- (i) the transmission or impact of any **virus**
- (ii) unauthorised access to a system
- (iii) interruption of or interference with electronic means of communication used in the conduct of **your** business including but not limited to any diminution in the performance of any website or electronic means of communication
- (iv) failure of a **system**
- (v) anything described in (a) above

but in respect of (b)(i), (b)(ii), (b)(iii) and (b)(iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission

#### **Definitions for this exclusion**

##### **data**

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware

##### **failure of a system**

The complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **system** whether or not owned by **you** to operate at any time as desired as specified or as required in the circumstances of **your** business activities

##### **microchip(s)**

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller

##### **system(s)**

Includes computers, other computing and electronic equipment linked to a computer, hardware, electronic data processing equipment, **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation

##### **virus**

Programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a system, transmitted between systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not

8. **damage, cost or expense that is or can be covered elsewhere in this cover**
9. **damage caused by or resulting from the deliberate act of any person carried out with the intention to cause damage**
10. **damage** to livestock, plants or perishable stock

## Section 3 Business interruption

### Definitions

For the purpose of these definitions, any adjustments implemented in current cost accounting shall be disregarded

#### adjusted

Adjusted as necessary to provide for the trend of the **business** and any other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the adjusted figures represent as near as possible the results which would have been obtained during the relative period after the **damage** had the **damage** not occurred

#### annual rent receivable or annual revenue

The **rent receivable** or **revenue** during the 12 months immediately before the date of the **damage adjusted**

#### computer equipment

Equipment that is electronic computer or other data processing equipment, including all forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment, software and peripherals used in conjunction with such equipment, belonging to **you** or for which **you** are responsible

#### covered events

Unless stated otherwise in **your Certificate of Entry**, those events which are covered by Section 1 Property damage

For the purpose of this Section 'explosion' shall include explosion of any boiler or economiser on the **premises**

#### damage

Destruction or damage caused by any of the **covered events**

#### estimated revenue or estimated rent receivable

**Your** estimate of **revenue** or **rent receivable** which **you** anticipate the **business** will earn during the financial year most closely corresponding with the **cover period** (proportionately increased if the maximum indemnity period exceeds 12 months)

#### indemnity period

The period beginning with the occurrence of the **damage** and ending not later than the expiry of the maximum indemnity period during which the results of the **business** are affected as a result of the **damage**

#### rent receivable

The amount of the rent and service charges received or receivable from the letting of the **premises**

#### revenue

The money paid or payable to **you** for services rendered in the course of the **business** at the **premises** less any expenses shown as excluded on **your Certificate of Entry**

#### standard revenue or standard rent receivable

The **rent receivable** or **revenue** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** proportionately increased where the maximum indemnity period exceeds 12 months **adjusted**

#### suppliers

Suppliers to **you** of goods or services other than electricity, gas, water or telecommunications services

### Cover

If any building or property used by **you** at the **premises** suffers **damage** during the **cover period** and as a result the **business** at the **premises** is interrupted or interfered with, **we** may pay **you** for each item in **your Certificate of Entry** the amount of loss as a result of the interruption or interference

Provided that

1. the most **we** may pay is the sum covered for each item nor in all the total sum covered
2. at the time of the **damage** there is cover in force on a discretionary basis or otherwise covering **your** interest in the property at the **premises** against **damage** and payment shall have been made or liability admitted or agreed under that cover (but this proviso shall not apply if no payment is made solely due to an excess)

#### Cover limit - Revenue or rent receivable items

The most **we** may agree to pay is limited to

1. loss of **revenue** or loss of **rent receivable**
2. additional expenditure

occurring during the **indemnity period** and the amount **we** may agree to pay shall be

1. for loss of **revenue** or **rent receivable**, the amount by which the **revenue** or **rent receivable** during the **indemnity period** shall as a result of the **damage** fall short of the **standard revenue** or **standard rent receivable**
2. additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **revenue** or **rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the amount of the reduction in **revenue** or **rent receivable** avoided

less any sum saved during the **indemnity period** for such expenses of the **business** payable out of **revenue** or **rent receivable** which cease or are reduced as a result of the **damage**

Provided that the amount **we** may agree to pay shall be proportionately reduced if the sum covered by the relevant item is less than the appropriate

- (a) **annual revenue** or
- (b) **annual rent receivable**

or a proportionately increased multiple of the above where the maximum indemnity period exceeds 12 months

If the sums covered are declaration-linked, the above provision does not apply nor proviso 1 under Cover and the most **we** may pay for any **estimated revenue** or **estimated rent receivable** will not be more than 133⅓% of the estimated figure shown in **your Certificate of Entry**

In the absence of written notice by **you** or **us** to the contrary, the amount **we** may agree to pay shall not be reduced by the amount of any loss provided **you** pay the appropriate additional **contribution** for such automatic reinstatement of **cover**

#### Cover limit - Additional cost of working items

The amount **we** may pay is limited to additional cost of working occurring during the **indemnity period** and the amount which may be payable shall be the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the **business** during the **indemnity period**

The most **we** may pay is 33⅓% of the sum covered during the first quarter of the maximum indemnity period and not more than an equal proportion of the balance of the sum covered payable per month in the remainder of the maximum indemnity period

#### Alternative trading clause

If during the **indemnity period** services are provided, goods are sold or the **business** is conducted elsewhere than at the **premises** for the benefit of the **business** either by **you** or by someone else on **your** behalf, the money paid or payable for such services, sales or rent will be taken into account in arriving at the **revenue** or **rent receivable** during the **indemnity period**



### Professional accountants' charges

Any details in **your business** books which **we** ask for so **we** can deal with **your** claim can be produced by **your** professional accountants and **we** will accept their report as evidence of these details

**We** may pay **you** the reasonable charges **you** have to pay **your** professional accountants for producing these details or any other information **we** request

The sum of the amount which **we** may agree to pay under this clause and the amount which may otherwise be payable under this Section shall not exceed the sum covered

### Payments on account

**We** may make payments on account during the **indemnity period**

### Extensions

Unless specifically stated otherwise, these extensions do not increase the **cover limits** stated in the Cover paragraph to this Section

The **cover** under this Section is extended to cover loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of the following

#### 1 Prevention of access

Access to or use of the **premises** being prevented or hindered by

1. damage to neighbouring property by any of the **covered events**
2. any action of Government, Police or Local Authority due to an emergency which could endanger human life or neighbouring property

#### Exclusions

**We** do not give **cover** for

1. any loss covered under extension 2 Utilities
2. any period when access to the **premises** was not prevented or hindered
3. closure or restriction in the use of the **premises** due to the order or advice of the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease), food poisoning, defective drains or other sanitary arrangements or vermin or pests

#### Cover limit

The most **we** may pay for any one occurrence shall not exceed the sum covered by the items or any **cover limit** shown in **your Certificate of Entry**

#### 2 Utilities

**Damage** by any of the **covered events** at any

1. generating station or sub-station of **your** electricity supplier
2. land-based premises of **your** gas supplier or any directly linked natural gas producer
3. water works or pumping station of **your** water supplier
4. land-based premises of **your** telecommunications services provider

#### Cover limit

The most **we** may pay for any one occurrence is the sum covered by the items or any **cover limit** shown in **your Certificate of Entry**

#### 3 Suppliers' extension

**Damage** by any of the **covered events** at the site of the following all within the **geographical limits**

1. any supplier specified in **your Certificate of Entry** up to the **cover limit** shown against their name

**Cover limit**

If the limit is expressed as a percentage this is a percentage of the relevant sum covered or a percentage of 133% of the relevant estimate but not exceeding £100,000 any one incident

2. any of **your** other suppliers

**Cover limit**

£50,000 any one incident

3. any of **your** storage sites

**Cover limit**

£50,000 any one incident

#### 4 Customers' extension

**Damage** by any of the **covered events** at the site of any of **your** customers within the **geographical limits**

**Cover limit**

£15,000 any one incident

#### 5 Failure of supply

Failure of the supply to the **premises** of electricity, gas or water from any cause other than the deliberate act of the supplier in withholding or restricting supply

Excluding any restriction of use of less than 4 hours

**Cover limit**

£10,000 any one incident

#### 6 Failure of telecommunication services

Failure of the telecommunication services at the **premises** following **damage** of or to telecommunications property anywhere in the **geographical limits**

**Exclusion**

**We** do not give **cover** for any restriction of use of less than 4 hours

**Cover limit**

£10,000 any one incident

#### 7 Bomb scare

Any bomb scare at or in the vicinity of the **premises**

For the purpose of this extension, General exclusion 7 Terrorism does not apply

**Cover limit**

£5,000 any one incident

#### 8 Reinstatement of data

**We** may pay the costs **you** incur in reinstating data lost or damaged as a consequence of **damage to computer equipment** at the **premises**

Provided that

1. **we** will only consider claims for the cost of reinstating data to any form of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment
2. **you** comply with the Back-up records Special condition

### Special condition – Back-up records

**You** must maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours, one copy as a minimum being held off site, and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations

#### Exclusions

**We** do not give **cover** for

1. any losses discovered later than 180 days after the loss occurred
2. loss or damage to software
3. costs more specifically described under extension 9 Computers – Increased cost of working

#### Cover limit

£25,000 any one **cover period**

### 9 Computers – Increased cost of working

**We** may pay costs **you** necessarily and reasonably incur for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations as a consequence of **damage to computer equipment** at the **premises**

#### Cover limit

£25,000 any one **cover period**

### 10 Other venues

**Damage** by any of the **covered events**

1. occurring at any premises **you** do not occupy within the **geographical limits** where **you** are holding or participating in an event or exhibition
2. to **your** property for use in connection with the event or exhibition whilst at the **premises** or whilst in transit to or from the event or exhibition by road, rail or inland waterway

#### Cover limit

£10,000 any one incident

### 11 Book debts

If, as a result of **damage to your records** at the **premises** by any of the **covered events**, **you** cannot trace outstanding debit balances owed to **you**, **we** may pay

1. the difference between the total outstanding debit balances and the total of the amounts received or traced for such balances
2. additional expenditure incurred with **our** prior written consent in tracing and establishing customers' debit balances after the damage
3. reasonable professional accountants' charges necessarily incurred in providing any evidence required by **us** in support of a claim

excluding loss arising from misfiling, erasure, distortion, deliberate falsification of business records, abnormal conditions of trade or from bad debts

#### Cover limit

£50,000 (plus any additional book debts sum covered shown in **your Certificate of Entry**) any one claim

### Special condition

**You** must keep a record of the total amount outstanding in customers' accounts as at the end of each month and within 30 days of the end of each month deposit this record in a building other than that in which the original records are kept

### 12 Specified disease, murder, food poisoning, defective sanitation, vermin

1. Any occurrence of a **specified disease** at the **premises**
2. Any discovery of an organism at the **premises** resulting in or likely to result in the occurrence of a **specified disease**
3. Any injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**
4. Any accident causing defects in drains or other sanitary arrangements at the **premises**
5. Any discovery of vermin or pests at the **premises** which causes restrictions in the use of the **premises** on the order or advice of the competent local authority
6. Murder, rape or suicide at the **premises**

### Definitions

#### indemnity period

The period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied (or in the case of murder, rape or suicide at the premises with the date of occurrence) and ending not later than 3 months from that date

#### specified disease

- Acute encephalitis
- Acute poliomyelitis
- Anthrax
- Cholera
- Diphtheria
- Dysentery
- Legionellosis
- Legionnaires' disease
- Leprosy
- Leptospirosis
- Malaria
- Measles
- Meningitis
- Meningococcal septicaemia (without meningitis)
- Mumps
- Ophthalmia neonatorum
- Paratyphoid fever
- Plague
- Rabies
- Relapsing fever
- Rubella
- Scarlet fever
- Smallpox
- Tetanus
- Tuberculosis
- Typhoid fever
- Typhus fever
- Viral haemorrhagic fever
- Viral hepatitis
- Whooping cough
- Yellow fever

### Special condition

**We** will only consider claims for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident. If **your** cover includes an extension which deems **damage** at other locations to be damage at the **premises** such extension shall not apply to this extension

### Exclusion

**We** do not give **cover** for any costs incurred in the cleaning, repair, replacement, recall or checking of property

### Cover limit

The most **we** may pay under this extension in respect of any one occurrence, discovery or accident is the lesser of £250,000 or 25% of

1. the sum covered by the items or
2. the **cover limit** of the items if the declaration-linked basis applies

### 13 Death of your patron

1. Death of **your** patron before the age of 70
2. **Your** patron being subject to a criminal investigation or offending public taste during the **cover period**

### Cover limit

£25,000 any one **cover period**

For this extension the maximum **indemnity period** is 3 months

The **indemnity period** for criminal investigations or acts offending public taste begins when they became public knowledge

## Memorandum

### Index-linking

The sum covered for each item covered (but not extension limits) under this Section, other than **rent receivable** and additional cost of working items, shall be adjusted in accordance with a suitable index selected by us

The annual renewal **contribution** will be amended accordingly

## Special conditions

### 1 Renewal clause

#### Declaration-linked basis

Before each renewal **you** must tell **us** the **estimated revenue** or **estimated rent receivable** for the financial year most closely corresponding with the new **cover period**

### 2 Contribution adjustment clause

#### Sum covered basis

If **your revenue** or **rent receivable** (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) as certified by **your** auditors for the financial year of 12 months most closely corresponding with any **cover period** is less than the sum covered, a pro rata return of **contribution** not exceeding 50% of the **contribution** paid on each sum covered for such **cover period** will be made for the difference

If any **damage** has occurred resulting in a claim, the return **contribution** will be for the difference in **revenue** or **rent receivable** which is not due to the **damage**

#### Declaration-linked basis

The first and annual **contributions** are provisional and are based on the **estimated revenue** or **estimated rent receivable**

**You** must give **us**, within 6 months of the expiry of each **cover period**, a declaration certified by **your** auditors of **your revenue** or **rent receivable** for the financial year most closely corresponding with the **cover period**

If any **damage** has occurred resulting in a claim for loss of **revenue** or **rent receivable**, the declaration will be increased by **us** for the purpose of **contribution** adjustment by the amount by which the **revenue** or **rent receivable** was reduced during the financial year solely in consequence of the **damage**

If the declaration (adjusted as above and proportionately increased where the maximum indemnity period exceeds 12 months) is

1. less than the **estimated revenue or estimated rent receivable** for the relative **cover period**, we may allow a pro rata return of **contribution** paid on the **estimated revenue or estimated rent receivable** but not exceeding 50% of such **contribution**
2. greater than the **estimated revenue or estimated rent receivable** for the relative **cover period** you must pay a pro rata addition to the **contribution** paid on the **estimated revenue or estimated rent receivable**

## Section 4 Liabilities

### Definitions

#### act of terrorism

An act including but not limited to the use of force or violence and/or the threat of force or violence of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

#### bodily injury

Bodily injury, death, disease or illness

#### business

As described in **your Certificate of Entry** and which is conducted solely from premises in the **geographical limits** including

1. the ownership repair and maintenance of **your** property and premises
2. the provision of catering, social sports and welfare facilities for **employed persons** and first aid, medical and ambulance services
3. the provision of fire and security services maintained only for the protection of premises **you** own or occupy
4. private work undertaken by an **employed person** with **your** prior consent for **your** officer, director, trustee, partner or employee
5. participation in trade shows or exhibitions within the **geographical limits** or the European Union
6. fund raising activities undertaken with **your** full knowledge and authority and under **your** control anywhere within the **geographical limits**

but not any work undertaken **offshore**

#### data

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware

#### employed person

1. Any **employee**
2. Any person supplied to or hired or borrowed by **you** or on **your** behalf or any work experience student or youth training scheme participant while under **your** direct control and supervision

#### employee(s)

1. Any person under a contract of service or apprenticeship with **you**
2. **Authorised volunteers**

#### event(s)

One occurrence or series of occurrences arising from or attributable to one source or original cause

#### injury

**Bodily injury**, wrongful arrest or false imprisonment

#### legal costs

1. Claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of a claim under this Section
2. The costs of legal representation at
  - (a) any coroner's inquest or inquiry in respect of any death
  - (b) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of a claim under this Section
 incurred with **our** prior written consent

3. All other costs and expenses in relation to any matter which may form the subject of a claim under this Section incurred with **our** prior written consent

**offshore**

Embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig, platform or service or accommodation vessel

**pollution or contamination**

Injury or **damage** directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water, land or the atmosphere

**principal**

Any party (other than **your** officer, director, trustee, partner or **employee**) on whose behalf **you** are undertaking work (excluding the sale or supply of products) in connection with the **business**

**products**

Goods (including containers and packaging) not in **your** custody or control sold, supplied, installed, erected, serviced, repaired, altered or treated by **you** in connection with the **business**

Any error in the sale, supply or presentation of such goods is included in this definition

**property**

Material property excluding **data**

**you**

1. The Member named in the **Certificate of Entry**
2. Unless **we** specifically state otherwise, **we** may also pay
  - (a) personal representatives in respect of legal liability incurred by the Member
  - (b) at the Member's request
    - (i) any **principal**
    - (ii) the Member's officer, Lodge member or **employed person**

in respect of liability for which the Member may have been entitled to **cover** had the claim been made against the Member
  - (c) any officer or member of the Member's canteen, social sports and welfare facilities and fire, first aid, ambulance and security services in their individual capacities as such
  - (d) an officer or **employee** of the Member in respect of private work carried out with the Member's prior written consent by an **employed person** for an officer or **employee** of the Member

**We** do not give **cover** for any medical or dental practitioner in respect of medical services they provide



## Cover 1 – Employers’ liability

This Section also represents the insurance provided by the **Insurer** and confirmed by their certificate of insurance issued to **you** in order that **you** may comply with **your** statutory obligations. For the insurance, **we, our** and **us** means the **Insurer** and “may pay” is replaced with “will pay”

If **you** have any reason to complain about the insurance you can complain to the **Insurer** in writing or by telephone to:

Customer Relations  
 QBE UK Limited  
 30 Fenchurch Street  
 London EC3M 3BD  
 Tel: 0207 105 5988  
 Email: [Customerrelations@uk.qbe.com](mailto:Customerrelations@uk.qbe.com)

The **Insurer** will aim to resolve **your** complaint within 1 business day. If **your** complaint cannot be resolved in 1 day, the **Insurer** will tell **you** what will happen next

If **you** are not satisfied with the **Insurer’s** response, or if the **Insurer** has not completed the investigation within 8 weeks, the **Insurer** will tell **you** what further steps **you** may be able to take

The **Insurer’s** complaints handling procedure does not affect **your** right to take legal proceedings

### The Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). The FSCS is an independent body, set up by government, which gives **you your** money back if **your** financial services provider authorised by the Prudential Regulation Authority cannot meet its obligations to **you**. The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product **you** have bought. The FSCS cannot help **you** if the firm **you** have done business with is still trading

For further information on the scheme **you** can visit the website at [www.fscs.org.uk](http://www.fscs.org.uk)

or write to:

Financial Services Compensation Scheme 10th Floor, Beaufort House,  
 15 St Botolph Street, London EC3A 7QU.  
 Tel 0207 741 4100 or 0800 678 1100  
 Fax 0207 741 4101  
 Email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## Cover

Cover 1 is provided on a costs Inclusive basis. This means that **legal costs** are included within the **cover limit** specified in **your Certificate of Entry**

**We** may pay **you** the amount **you** are legally liable to pay for damages and **legal costs** arising out of **bodily injury** to an **employed person** caused during the **cover period**

1. within the **geographical limits** or
2. while temporarily outside the **geographical limits**

in connection with the **business**

### Cover limits

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

1. any one event within the **geographical limits** which is directly or indirectly caused by results from or is in connection with an **act of terrorism** is £5,000,000  
If **we** allege the bodily injury has resulted from an **act of terrorism**, **you** will have the burden of proving the contrary
2. any other event is the **cover limit** shown in **your Certificate of Entry**

**You** will repay any sums paid by **us** or the **Insurer** which **we** would not have agreed to pay or the **Insurer** would not have been obliged to pay but for the provisions of such law

### Employers' liability extension

#### Unsatisfied court judgments

Where a judgment for damages has been obtained

- by one of **your employees** or their personal representatives in respect of **bodily injury** caused during any **cover period** and which arises out of and in the course of their employment with **you**
- in any court situated within the **geographical limits**
- against any entity or individual operating from premises within the **geographical limits** and
- is unpaid in whole or in part 6 months after the date of the judgment

**we** may at **your** request pay to the **employee** or their personal representatives the amount of damages and any awarded costs which remain unpaid if no appeal is outstanding

Any payment **we** may agree to make under this extension is conditional upon the judgment being assigned to **us** by the **employee** or their personal representatives

#### Employers' liability exclusion

**We** do not give **cover** for any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the **geographical limits** or the European Union

## Cover 2 – Public and products liability

Cover 2 is provided on a costs in addition basis. This means that (apart from claims brought within the legal jurisdiction of the United States of America or Canada) legal costs may be payable in addition to the **cover limit** in **your Certificate of Entry**

### Cover

**We** may pay **you** the amount **you** are legally liable to pay as damages arising out of

1. accidental **injury** of any person
2. accidental **damage** to property
3. nuisance, trespass to land, trespass to goods or interference with any easement of air, light, water or way

happening during the **cover period** and caused either in connection with the **business** or by **products**

**We** may also pay **you** the amount of **legal costs** other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances **legal costs** shall be included within the **cover limit**

## Exclusion

**We** do not give **cover** for any liability which arises from any deliberate act or omission by **you** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of **your business**

## Cover limits

1. The most **we** may pay in respect of damages for any one event (and all events happening during any **cover period** caused by **products**) which is directly or indirectly caused by or results from or is in connection with an **act of terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism** is the Public and products **cover limit** shown in **your Certificate of Entry** or £5,000,000 whichever is less  
If **we** allege that the **bodily injury** or **damage** has resulted from an **act of terrorism** **you** will have the burden of proving the contrary
2. The most **we** may pay for
  - (a) any other event
  - (b) all other events happening during any **cover period** caused by **products**
  - (c) all events arising from **pollution or contamination** which **we** deem to have occurred during any **cover period**

is the **cover limit** shown in **your Certificate of Entry**

Where **we** agree to pay more than one person, the most **we** may pay to all parties including **you** in respect of damages arising from one event is the **cover limit** shown in **your Certificate of Entry**

## Public and products liability extensions

### 1 Cross liabilities

If **you** consist of more than one party (and in the case of partnerships this shall mean each individual partner) **we** may pay each party in the terms of Cover 2 Public and products liability for liability incurred to the other in the same way and to the same extent as if a separate cover had been issued to each but the most **we** may pay in respect of damages arising out of one event is the **cover limit** shown in **your Certificate of Entry**

### 2 Contingent motor liability

Notwithstanding Cover 2 Public and products liability, exclusion 4 regarding vehicles, **we** may pay **you** alone in respect of legal liability for **bodily injury** or **damage** arising out of the use by any **employee** in the course of the **business** of any mechanically propelled vehicle which is neither owned by nor provided by **you**

**We** do not give **cover** for

1. **damage** to such vehicle or any **property** contained or being carried in it
2. **bodily injury** or **damage** arising while the vehicle is being driven by **you** or any person who to **your** knowledge does not hold a licence to drive such a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence)
3. anything **you** can claim for somewhere else
4. **bodily injury** or **damage** arising outside the **geographical limits**

### 3 Data Protection

**We** may pay **you** the amount **you** are legally liable to pay as damages and claimant's costs and expenses for damage or distress as described in Article 82 of the General Data Protection Regulation (EU 2016/679) and Sections 168 and 169 of the Data Protection Act 2018 (or similar provisions in any replacement legislation)

To have **cover** under this extension **you** must

1. be registered in accordance with the Act and have paid the applicable fee and
2. take all reasonable care to comply with the Regulation and the Act

## Exclusions

We do not give **cover** for

1. fines or penalties
2. the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data
3. liability arising from or caused by a deliberate or intentional act by or omission of any person entitled to claim
4. claims arising out of circumstances which have been notified to previous providers of cover or which **you** knew about when the **cover** under this extension began
5. legal liability which can be claimed for somewhere else

## 4 Defective Premises Act

We may pay **you** the amount **you** are legally liable to pay under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **bodily injury** or **damage** which occurs within a period of 7 years from the expiry or cancellation of this **cover**

### Exclusions

We do not give **cover** for

1. anything **you** can claim for somewhere else
2. the cost of remedying any defect or alleged defect in premises **you** used to own

## 5 Personal liability – residents and resident staff

If **you** ask **us**, **we** may pay the amount of damages and **legal costs** **your** resident staff and residents are legally liable to pay for accidental **injury** or accidental **damage** happening during the **cover period** within the **geographical limits** arising solely in a personal capacity

The most **we** may pay for damages for any one event is the Public liability & products **cover limit** stated in **your Certificate of Entry** or £5,000,000 whichever is less

The **cover** under this extension applies anywhere in the world for up to 60 days in any one **cover period**

### Exclusions

We do not give **cover** for anything

1. arising out of the ownership or occupation of land or buildings
2. which can be claimed for somewhere else
3. arising from any craft designed to travel in on or through water air or space apart from watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
4. arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart, trolley or buggy controlled by someone on foot

## 6 Overseas personal liability

We pay may **you** the amount **you** are legally liable to pay for personal liability for **injury** or **damage** arising other than in connection with the **business** or any other business while **you** are temporarily outside the **geographical limits** in connection with the **business**

We may also pay legal costs other than for any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances legal costs are included within the **cover limit**

## Exclusions

**We** do not give **cover** for

1. any liability which attaches solely because of a contract
2. anything arising out of the ownership or occupation of land or buildings
3. anything which can be claimed for somewhere else
4. anything arising from any craft designed to travel in on or through water, air or space apart from any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
5. anything arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart, trolley or buggy controlled by someone on foot

## Cover limit

The most **we** may pay for damages for any one event is the Public and products liability **cover limit** as stated in **your Certificate of Entry** or £5,000,000 whichever is less

## 7 Libel and slander

**We** may pay **you** the amount of damages and legal costs **you** are legally liable to pay for libel or slander

Provided that

1. a claim is first made against **you** during the **cover period**
2. all claims arising from a single libel or slander are deemed to have been made during the **cover period** in which the first claim was accepted by **us**

## Exclusions

**We** do not give **cover** for

1. anything which can be claimed for somewhere else
2. claims which arise out of circumstances notified to previous providers of cover or which **you** knew about before **cover** under this extension began
3. libel or slander made at the direction of any party entitled to claim under this Section who knew their effect
4. any criminal or intentional libel or slander
5. any legal actions brought outside the **geographical limits**

## Cover limit

The most **we** may pay including legal costs is £250,000 in any one **cover period**

## 8 Additional clean up costs

### Definitions

#### environmental legislation

Any legislation enacted within the United Kingdom governing the

1. prevention and control of **pollution and contamination**
2. protection of the environment

#### regulatory authority

Any statutory authority regulator or legal body which has authority under **environmental legislation** to legally require or order **remediation** or to conduct **remediation** itself and to recover the costs of doing so from others

## remediation

The minimum level of works or operations necessarily conducted under the provisions of the **environmental legislation** to investigate, treat, remove, dispose of, curtail or minimise pollution but this does not include any works or operations

1. to reinstate, reintroduce or restore flora or fauna
2. to restore natural habitats or species protected by **environmental legislation** or the services that those natural habitats or species perform
3. which improve the state or condition of land or water in comparison with its state or condition immediately prior to the incident that caused the **pollution or contamination**

**We** may pay **you** the amount **you** are legally liable to pay for the cost of

1. **remediation** which **you** are legally required or ordered to conduct by a **regulatory authority**
2. reimbursing a **regulatory authority** where **remediation** has been conducted by or on behalf of the **regulatory authority**

arising from **pollution or contamination** caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific point in time and place during the **cover period** and in connection with the **business**

All **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

**You** must pay 10% of the cost of any claim **we** may agree to pay under this extension subject to a minimum payment of £2,500

## Cover limit

The most **we** may pay is £1,000,000 in the aggregate in respect of all incidents occurring during the **cover period**

## Exclusion

**We** do not give **cover** for the removal or disposal of any waste deposited by **you** or on **your** behalf

## 9 Trustee and management liability

### (a) Wrongful acts

The **cover** under this extension only includes losses which arise from claims made and notified to **us** during the **cover period**

**We** may pay

1. the **trustee** all sums which the **trustee** becomes legally liable to pay as damages and all other costs and expenses as a result of a **wrongful act** which gives rise to a claim made against the **trustee** and notified to **us** during the **cover period**,
2. **you** all sums which **you** are required or permitted by law to pay to or on behalf of the **trustee** for the **trustee's** legal liability for damages and all other costs and expenses as a result of a **wrongful act** which gives rise to a claim made against the **trustee** and notified to **us** during the **cover period**,

## Cover limit

£2,000,000 in the aggregate for all agreed claims in a **cover period**

## (b) Documents

**We** may pay **you** or the **trustee** the amount **you** or the **trustee** become legally liable to pay as damages, and all other costs and expenses including reasonable costs incurred for restoration, as a result of

- (a) a document relating to the business being subject to **damage**
- (b) which is discovered during the **cover period** and
- (c) notified to **us** within 30 days of the discovery

### Cover limit

£50,000 in the aggregate for all agreed claims in a **cover period**

## (c) Personal cover

**We** will treat

1. the application for **cover** under this extension as a separate application for cover by each **trustee**
2. each claim made against any **trustee** and each loss suffered by any **trustee** as personal to that **trustee**
3. each claim by any **trustee** as personal to that **trustee** and the consideration of a claim by each **trustee** shall not be affected by the situation or conduct of anyone else

If the legal liability of the **trustee** is imputed or transferred to the lawful spouse of the **trustee** or any person deriving similar status in law, **we** may provide to that person the personal **cover** to which the **trustee** may otherwise be entitled to claim under this extension

If the **trustee** dies, become insolvent or mentally incapacitated, **we** may provide to the **trustee's** estate, heirs, legal representatives or assigns, the personal **cover** to which the **trustee** may be entitled to claim under this extension

If the lawful spouse of the **trustee** or any person deriving similar status in law is entitled to claim for under this extension dies, becomes insolvent or mentally incapacitated, **we** may provide that person's estate, heirs, legal representatives or assigns the personal **cover** to which that person may be entitled to claim under this extension

## Exclusions

**We** do not give **cover** for

1. anything included anywhere else in this **Cover Wording** or in any other form of indemnity
2. anything known to be a **wrongful act** or ignoring that possibility
3. the consequences of any circumstances **you** or the **trustee** knew at the commencement of the **cover** under this extension might give rise to a claim
4. liability arising from **bodily injury** to any person, **damage** to property (other than documents covered under this extension) or infringement of intellectual property rights
5. liability arising from giving counselling, advice or other service
6. anything done in the capacity of **trustee** or administrator of any pension fund or scheme
7. any person committing or condoning any criminal, dishonest or fraudulent act or omission
8. liability under an agreement unless liability would have attached without such agreement
9. liability arising from any failure to arrange or maintain insurance or other indemnity
10. any legal action brought outside the **geographical limits**
11. liability arising from any allegation of unfair or wrongful dismissal and any other employment dispute
12. liability arising from anything manufactured, sold or supplied by you or on **your** behalf
13. liability arising from any **wrongful act** which happens after the effective date of **your** takeover by or merger with any other entity
14. liability arising from any
  - (a) personal guarantee or assurance given by the **trustee** to anyone (other than the **trustee** giving assurance that the **trustee** has the authority to do something) or
  - (b) agreement that the **trustee** shall pay any penalty or fixed sum of money to anyone unless the **trustee** would still be legally liable even if that guarantee, assurance or agreement did not exist
15. the first £250 of each and every claim made under this extension

All claims resulting from a single **wrongful act** will be deemed to have been made during the **cover period** in which the first claim was accepted by us

### Definitions for this extension

#### trustee

Anyone who is at any time

#### your

1. trustee
2. director
3. officer

or

4. a member of **your** management committee

#### wrongful act

Any actual or alleged act which is wrongfully committed or attempted by the **trustee** when carrying out their duties as **trustee**

### Special conditions

1. **You** must submit annual reports and accounts to **your** appropriate regulatory authority in accordance with prescribed timescales
2. If **your** auditor or independent examiner qualifies their opinion or expresses concerns about **your** accounts, accounting procedures or financial position in any of **your** Report and Accounts, **you** must tell **us** as soon as reasonably possible about the notification of the qualification or concern and subsequent action taken by **you** and **your** regulatory authority
3. The **cover** under this extension is only in force if **you** have the authority to acquire this type of **cover** and **you** have fulfilled any requirements of **your** Charity Regulator

## 10 Member to member liability

In this extension "Member" means a Member of the **Mutual**

If during the **cover period you**

1. accidentally **damage** another Member's property
2. accidentally **injure** another Member's employee

**We** may pay up to the **cover limit** for the amount the **you** are legally liable to pay as compensation and costs

### Exclusion

**We** do not give **cover** under this extension for legally liability that results from anything **we** do not give **cover** for under this Section 4 Liabilities

### Public and products liability exclusions

**We** do not give **cover** for

1. any liability connected with any error or omission in the provision of professional services
2. any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**
3. any liability arising from **damage to property** which is owned or held in trust by **you** or which is in **your** custody or control apart from
  - (a) personal effects including vehicles and their contents belonging to **employees, your** officers, directors, trustees, partners or visitors
  - (b) premises and their contents not owned by, leased or rented by **you** at which the **you** are undertaking work in connection with the **business**
  - (c) premises including fixtures and fittings **you** hire, lease, rent, or borrow but **we** do not **cover** claims for
    - (i) the first £250 of any **damage** other than caused by fire or explosion



- (ii) any liability arising solely under the terms of any contract or agreement
  - (iii) any liability which arises from an agreement to maintain in force cover on a discretionary basis or otherwise against loss of or **damage** to the premises and their fixtures and fittings
- 4. any liability arising from ownership, possession or use by **you** or on **your** behalf of
  - (a) any mechanically propelled vehicle but (except where cover is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion does not apply to
    - (i) the use of plant as a tool of trade on site
    - (ii) the use of plant at the **premises**
    - (iii) the loading or unloading of any vehicle
    - (iv) the movement of any vehicle not belonging to **you** which is interfering with the execution of the **business**
  - (b) any craft designed to travel in on or through water, air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast
- 5. any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **cover period**  
For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- 6. any liability arising from advice, design or specification provided whether given for a fee or not
- 7. **damage** to or the costs of recall, removal, repair, alteration, replacement or reinstatement of any **product** supplied or contract work executed by **you** which is caused by
  - (a) a defect
  - (b) its unsuitability for its intended purpose
- 8. any liability arising from any contract in respect of **products** supplied or contract work executed by **you** unless liability would have attached in the absence of that contract
- 9. the costs of remedying any defect or alleged defect in premises **you** used to own
- 10. fines or penalties
- 11. liquidated damages
- 12. any compensation awarded by a court of criminal jurisdiction
- 13. multiplied, aggravated, exemplary or punitive damages
- 14. any liability arising from
  - (a) the ownership or use by **you** or on **your** behalf of any premises situated in the United States of America or Canada
  - (b) products sold or supplied on **your** behalf from any premises situated in the United States of America or Canada
  - (c) products exported by **you** or on **your** behalf to the United States of America or Canada
- 15. any liability arising from **products**
  - (a) incorporated in any craft designed to travel through air or space
  - (b) incorporated in any waterborne craft which could affect its safety, navigation or propulsion
  - (c) incorporated in mechanically propelled vehicles which could affect their safety
  - (d) incorporated in gas, chemical, petrochemical or power generation plant which is directly connected to manufacture, processing, storage or power generation and which have been specifically supplied by **you** for that purpose
- 16. any liability arising from the supervision or execution of any manual work or contract undertaken outside the **geographical limits** or the European Union
- 17. any liability arising directly or indirectly from mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**  
This exclusion does not apply where removing, handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and
  - (a) **you** have complied with any legal obligations to manage **asbestos** and
  - (b) any discovery of **asbestos** by **you** is unintentional and accidental and
  - (c) upon discovery of **asbestos** all work immediately stops and
  - (d) a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as practicable and who has Employers' and Public liability insurance in force which

provides limits of indemnity no less than those under this **cover** and which does not exclude the work to be carried out

18. any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**
19. any liability arising from damage to property where works carried out at the **premises** are subject to clause 22(c) of the Joint Contracts Tribunal or any similar contract clause
20. any liability directly or indirectly caused by, resulting from or in connection with an **act of terrorism** arising at
  - (a) premises of 40 storeys or more
  - (b) any event where attendance may exceed 1,500 people at any one time

## Liability section extensions

If this Section is included in **your cover**, the following are also included subject to the terms conditions and exclusions of the relevant **cover**

### 1 Court attendance

If **we** ask any of the following people to attend court as a witness in connection with a claim under this Section **we** may pay **you** compensation for each day on which attendance is required

- |   |      |
|---|------|
| 1. Any of <b>your</b> officers, directors, trustees or partners | £500 |
| 2. Any <b>employee</b>  | £250 |

### 2 Corporate manslaughter defence costs

**We** may pay **you** legal costs and expenses incurred with **our** prior written consent for the defence of any criminal proceedings or an appeal against conviction for any offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the **cover period** in the course of the **business**

Provided that

1. the most **we** may pay in any one **cover period** is the Public and products liability **cover limit** shown in **your Certificate of Entry** or £5,000,000 whichever is less. This limit will form part of and not be in addition to the **cover limit** shown in **your Certificate of Entry**
2. where **we** have already agreed to pay a claim for any legal costs incurred in the defence of any criminal proceedings arising out of the same event which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide, any amount **we** have already paid will be taken into account in calculating the amount **we** may agree to pay under this extension
3. **you** must obtain **our** prior consent in writing to the appointment of any solicitor or counsel who is to act for **you**

### Exclusions

**We** do not give cover for

1. the costs of an appeal unless counsel has advised that it is more likely than not that the appeal will succeed
2. defence costs that can be claimed for somewhere else or where, but for the existence of this extension, indemnity would have been made by someone else
3. any proceedings which result from **your** deliberate act or omission or deliberate act or omission of any of **your** officers, trustees, managerial **employees**, partners or directors while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
4. fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

### 3 Public relations crisis management

If something happens during the **cover period** which results or could result in adverse publicity, **we** may pay the reasonable costs necessarily incurred by **you** with **our** prior written consent of employing a marketing and/or public relations firm to help minimise the risk of damage to **your** reputation

Provided that

1. in **our** opinion the incident could result in a claim under this Section of the **cover**
2. **you** take all reasonable measures to avoid or mitigate adverse publicity

#### Cover limit

The most **we** may pay under this extension is £25,000 any one incident and in any one **cover period**

### 4 Prosecution defence costs

**We** may pay **you**

1. legal costs and expenses incurred with **our** prior written consent
2. costs awarded against **you**

in connection with the defence of any criminal proceedings or an appeal against a conviction for a breach of

- (a) the Health & Safety at Work etc. Act 1974
- (b) Part II of the Consumer Protection Act 1987
- (c) the Food Safety Act 1990

alleged to have been committed during the **cover period** in connection with the **business**

#### Exclusions

**We** do not give **cover** for

1. anything **you** can claim for somewhere else
2. **bodily injury** or **damage** which may be the subject of a claim under either Cover 1 Employers' liability or Cover 2 Public and products liability
3. fines or penalties of any kind
4. any costs, expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
5. proceedings resulting from any deliberate act or omission by
  - (a) **you** or any of **your** officers, directors, trustees or partners
  - (b) any **employee** who has specific responsibility for compliance with the above legislation

which could reasonably have been expected to constitute a breach of the above legislation

#### Cover limit

The most **we** may pay in respect of any one claim is £500,000

## Section 5 Trustee and management liability

### Definitions

#### act of terrorism

An act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

#### computer

Any

- (a) computer or other electronic data processing device, equipment or system
- (b) hardware, software, program instruction, data or component utilised or intended to be used in or by anything in (a) above
- (c) actual or intended function of or process performed by anything in (a) or (b) above

#### denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems

This includes but is 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 between and amongst networks

#### document

Any deed, will, certificate, plan, book, letter, agreement or document of any type (other than any bearer bond, coupon, bank or currency note or other negotiable instrument) produced in any

1. printed or written format or
2. electronic format and of which a back-up copy has been made within 7 days of its production and securely retained

which relates to the **organisation** or **related body**

#### employee

Anyone employed by the **organisation**, **related body** or **trustee** under a contract of service or apprenticeship or directly engaged by the **organisation** or **related body** without payment to carry out at any time

1. on behalf of the **trustee** any duty concerning the **organisation** or **related body**
2. any other managerial or supervisory duty concerning the **organisation** or **related body**
3. any other work wholly or mainly for the charitable purposes of the **organisation**

#### environmental defence costs

Legal costs, charges and expenses reasonably incurred in obtaining advice and representation in the defence of any criminal proceedings which are initiated during the **cover period** in respect of any actual alleged or threatened seepage, pollution or contamination of any kind

#### investigation costs

Legal costs, charges and expenses reasonably incurred in obtaining advice and representation concerning any proceedings which are initiated during the **cover period** by any government department or agency to investigate or examine the affairs of the **organisation** or **related body**

#### loss

1. Damages and costs which are payable to another person as a result of a claim made by that person during the **cover period**
2. Legal costs, charges and expenses reasonably incurred in defending or appealing the claim described in 1. above or other legal proceedings initiated during the **cover period**

**organisation**

The charity, community interest company or other voluntary not-for-profit organisation which is named or identified in the Member's **Certificate of Entry**

**outside trustee**

Any trustee acting in the capacity of a trustee formally appointed on the written authority and request of the **organisation** to the board or equivalent position in any voluntary not-for-profit entity other than

1. the **organisation**
2. any entity
  - (a) having its securities listed or traded on any United States of America exchange or
  - (b) possessing any tangible or intangible asset located within the United States of America

**related body**

Any trust (other than a pension or retirement fund trust) or incorporated or unincorporated company or association which

1. exists wholly or mainly for the purposes of the **organisation** or
2. is a trustee, director, officer or member of the management committee of the **organisation** or anybody within 1. above

**trustee**

Anyone who is at any time a trustee, director, shadow director, officer or member of the management committee of the **organisation** or the **related body** and who is not

1. a trust corporation or
2. the receiver, administrator, administrative receiver, liquidator or external auditor of that **organisation** or **related body**

**virus or similar mechanism**

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

**wrongful act**

Any actual or alleged act which is wrongfully committed or attempted on or after the appropriate Wrongful Act Date (if any) stated in the Member's **Certificate of Entry**

**you/your**

Anyone who is entitled to make a claim under this Section

**Cover**

The Member's **Certificate of Entry** shows if claims can be made under 1. or 2. below

If **you** make a claim under either of those paragraphs, **we** may provide the **cover** described in that paragraph by making a payment in the way described in Cover paragraph 4 Payment below

If **you** have met (or will be meeting) the liability and/or cost for which **you** have made **your** claim, **you** may be reimbursed by **our** corresponding payment to **you**

**1. Trustee liability**

**We** may pay the amount of legal liability of the

1. **trustee** for **loss** or **environmental defence costs** which results from their **wrongful act** as **trustee** when carrying out any duty as **trustee**
2. **employee** for **loss** or **environmental defence costs** which results from their **wrongful act** when acting on behalf of the **trustee** when carrying out any duty of the **trustee**
3. **trustee** or **employee** for **investigation costs**

## 2. Organisation liability

We may pay the amount of legal liability of the

1. **organisation or related body** for **loss or environmental defence costs** which results from a **wrongful act** by a **trustee** when carrying out any duty as a **trustee**
2. **organisation or related body** for **loss or environmental defence costs** which results from a **wrongful act** by an **employee** when acting on behalf of the **trustee** when carrying out any duty of the **trustee**
3. **organisation or related body** for **investigation costs**

## 3. Loss of documents

1. We may pay the amount of the legal liability of the **organisation, related body or trustee** for loss which results from **damage** to the **document** provided that this **damage**
  - (a) occurs while that **document** is held by or is being sent to or from any of them, their agent or the **employee** and
  - (b) is discovered during the **cover period**
2. any reasonable cost incurred by that **organisation, related body or trustee** in restoring or replacing that **document**

## 4. Payment

- (i) If **you** are the **organisation or related body** and **you** are required by law to indemnify the **trustee or employee** or another person for any legal liability of that **trustee or employee** for which **we** provide **cover** under (a), (b) or (c) above, **we** may make on **your** behalf the payment as required by law
- (ii) If **you** are the **organisation or related body** and **you** are permitted by law to indemnify the **trustee or employee** for any legal liability of that **trustee or employee** for which **we** provide **cover** under 1., 2., or 3. above, **we** may make on **your** behalf the payment **you** are permitted to make
- (iii) If **you** are the **trustee or employee** and **you** are required by law to indemnify another person for any legal liability **you** have for which **we** provide **cover** under 1., 2. or 3. above, **we** may make on **your** behalf the payment as required by law
- (iv) If none of (i), (ii) or (iii) above applies, **we** may make the appropriate payment direct to the Member for which **we** provide **cover** under 1., 2. or 3. above

## Extensions

The **cover** under this Section includes the following

### 1 Extended reporting period

If **we** cancel (other than for non-payment of **contribution**), or the Member cancels, or **we** refuse to offer renewal of this Section of the **cover** and the Member does not replace the **cover** by any other similar cover with another provider, then the Member shall be entitled to an extension of the expiring **cover period** under this Section of

1. 30 days or
2. 12 months at 50% of the latest annual **contribution**

in respect of claims made after the effective date of such cancellation or refusal to renew

Provided that

1. written notice is given to **us** within 15 days of the effective date of cancellation or non-renewal of this Section
2. payment is made to **us** within 30 days of the effective date
3. the claim arises from a **wrongful act** prior to the date of cancellation or refusal to renew

The offer by **us** of terms, conditions or limits of **cover** that differ from those of the expiring **cover period** shall not constitute a refusal to renew

## 2 Retired trustees

If the Member does not renew this Section of the **cover**, and only in respect of any **trustee** or **employee** who retires prior to the date of non-renewal, this Section will continue in force for a period of 72 months from the date of non-renewal

Provided that

1. **cover** will only apply to claims arising from any **wrongful act** prior to the date of retirement of the **trustee** or **employee**
2. the period will run concurrently with any Extended reporting period
3. no claim can be made somewhere else

## 3 Outside boards

The **cover** under this Section includes any **wrongful act** committed by an **outside trustee** but only in excess of the aggregate of any other potentially applicable cover whether or not it actually responds

## 4 Emergency costs and expenses

If **you** are unable to contact **us** to obtain consent to authorise costs and expenses following a claim, **we** may reimburse **you** for emergency costs and expenses incurred up to an aggregate inner limit of 10% of the cover limit

## 5 Public relations crisis management

If something happens during the **cover period** which results or could result in adverse publicity, **we** may pay the reasonable costs necessarily incurred by **you** with **our** prior written consent of employing a marketing and/or public relations firm to help minimise the risk of damage to **your** reputation

Provided that

1. in **our** opinion the incident could result in a claim being agreed under this Section
2. **you** take all reasonable measures to avoid or mitigate adverse publicity

### Cover limit

The most **we** may pay under this extension is £25,000 any one incident and any one **cover period**

## Section 5 Exclusions

**We** do not give **cover** for

1. any claim resulting from a situation which existed before the **cover period** began and which **you**, the **organisation**, **related body** or **trustee** knew or should have known might result in any type of claim under this Section
2. any claim where **you** are entitled to indemnity from any other source or would be entitled but for the **cover** under this Section
3. the **trustee's** or **employee's**
  - (a) liability to the **organisation** or **related body**
  - (b) costs in any proceedings in which the **trustee** or **employee** is convicted of a criminal offence or a conviction is upheld on appeal resulting from the conduct as **trustee** of that **trustee** or **employee** who either knew or must be assumed to have known that such conduct was not in the best interests of the organisation or did not care whether or not this was so
4. any claim arising from something that **you** actually did which was intended to provide improper financial gain for anyone or was malicious  
This exclusion only applies where such acts are established by a final decision of a court or tribunal or any formal admission by **you**
5. any fine, penalty or exemplary or punitive damages other than exemplary damages awarded in an action for libel or slander

6. any claim for which legal action is brought outside the **geographical limits** or the European Union, Channel Islands or Isle of Man
7. any actual or alleged legal liability for
  - (a) **damage** to or loss of use of any property (other than the **document**)
  - (b) infringement of any intellectual property rights
  - (c) anyone's death, bodily injury, mental anguish or emotional distress
  - (d) breach of any duty owed to anyone in providing any professional service
8. any actual or alleged legal liability
  - (a) for seepage, pollution or contamination of any kind other than to the extent of the **environmental defence costs**
  - (b) arising directly or indirectly from
    - (i) exposure to or
    - (ii) inhalation of or
    - (iii) fears of the consequence of exposure to or inhalation of or
    - (iv) damage to property or any other loss arising from **asbestos**
  - (c) for the costs of cleaning up or removal of **asbestos**
9. any consequence of the failure of the **computer** (whoever owned or operated it) to recognise or respond correctly and effectively to any particular date or period of time (continuous or otherwise)
10. any claim under cover 3. Loss of documents to the extent of the cost of rectifying or repairing or replacing the **computer** following its **damage** as a direct result of any part of it being
  - (a) defective
  - (b) the subject of any unauthorised access or use or
  - (c) affected by
    - (i) any magnetic field or
    - (ii) **virus or similar mechanism** or
    - (iii) **denial of service attack**
11. any claim arising from **your** failure to arrange or maintain insurance or other indemnity for the **organisation, related body or trustee**
12. any claim arising from any
  - (a) personal guarantee or assurance **you** give to anyone (other than your assurance that **you** have authority to do something)
  - (b) agreement that **you** shall pay any penalty or fixed sum of money to anyone unless **you** would still be legally liable even if that guarantee, assurance or agreement did not exist
13. any claim resulting directly or indirectly from **you** acting in the capacity as trustee or administrator of any pension or retirement fund or scheme
14. any claim arising from any **wrongful act** subsequent to the effective date of takeover or merger of the **organisation** by or with any other entity
15. any claim under cover 2. Organisation liability paragraphs 1. or 2. arising out of any
  - (a) actual or alleged breach of any contract or agreement
  - (b) trading losses or liabilities or debts incurred by any business managed by or carried out by the **organisation**
16. any loss, damage cost or expense
  - (a) directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **loss**
  - (b) of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**

If **we** allege that by reason of this exclusion any loss, damage cost or expense is not covered the burden of proving the contrary shall be upon **you**
17. any actual or alleged legal liability for loss directly resulting from anything manufactured, sold or supplied by the **organisation, related body or trustee**
18. any actual or alleged legal liability for loss relating to any claim for unfair or wrongful dismissal or any other employment dispute



## Cover limits and excess

1. If a particular **wrongful act** or other event results in more than one claim by **you** under this Section, **we** will treat all those claims as if they were a single claim made at the time of the earliest of the corresponding
  - (a) claims made against **you** which result in **loss**
  - (b) proceedings which are initiated against **you** which result in **investigation costs** or **environmental defence costs**
  - (c) losses (other than **loss**, **investigation costs** or **environmental defence costs**) which **you** discover **you** have suffered
2. Unless 3. below applies **we** will deduct from each single agreed claim the amount of the **excess** applicable to the particular cover under which **you** make the claim, but if a more than one **excess** applies to a single claim **we** will only deduct the largest **excess**  
**You** must bear the amount of every **excess** which **we** deduct
3. If upon conclusion of all legal proceedings (including all appeal proceedings) relating to **your** single claim, **you** are neither found to have any legal liability to pay any damages to anyone nor convicted of any offence for which **you** have been tried, **we** will not deduct any **excess** from the amount **we** may pay **you** for that single claim
4. After the deduction of any **excess** that applies, the most **we** may pay **you** for the total of all **your** claims in the **cover period**
  - (a) for **environmental defence costs** is £250,000
  - (b) under cover 3. Loss of documents is £50,000
  - (c) under this Section is the amount stated in the Member's **Certificate of Entry** as the **cover limit**

## Conditions

### 1. Notification of claims

**You** must

1. give the Member and the Member must give **us** written notice of every
  - (a) situation **you** become aware of during the **cover period** which might reasonably result in any claim under this Section
  - (b) loss **you** discover or claim made against **you** during the **cover period** for which there may be cover under this Section
 as soon as possible and always within 1 month of **you** becoming aware of it  
 If anything **you** notify under 1. (a) above does result in a claim under this Section, that claim will be treated as having resulted from a claim made or legal proceedings initiated against **you** within the **cover period**
2. send **us** immediately and unanswered every letter, claim form, summons or similar document concerning **your** claim which **you** receive
3. give **us** as soon as possible all the information, documents and assistance we need to deal with everything you notify under 1. (a) above and your claim
4. not make any admission of liability or any offer, promise or payment of indemnity to anyone without **our** prior written consent

### 2. Conduct and settlement of claims

1. **You** shall not have to carry on any legal proceedings or settle any claim unless counsel (whom **you** and **we** agree to appoint) considers that this is in **your** best interests
2. **We** will be entitled at any time to take over and conduct in **your** name the defence or settlement of any claim or the pursuit for **our** benefit of any claim **you** may have against someone else  
 If **we** do this **you** must give **us** any information or assistance **we** reasonably need to carry on legal proceedings or settle claims which **we** will do in the way **we** think best
3. **We** will be entitled at any time to pay an amount to **you** to settle your claim under this Section  
 This amount shall not exceed the appropriate amount specified in Cover limits and excess paragraph 4. (or what remains of that specified amount after deducting all corresponding payments made by **us** during the **cover period**), or if **your** claim concerns **your** legal liability to someone the smaller amount for which that person's claim against **you** can be reasonably settled. If **we** do this **we** will not provide any further **cover** under this Section for **your** claim

4. **We** may advance legal costs, charges and expenses incurred with **our** prior written consent provided that if it is finally established that **you** are not entitled to any such advance payments they shall be repaid to **us**

### 3. Personal cover

1. **We** will treat
  - (a) the application for **cover** under this Section as a separate application for **cover** by each of **you**
  - (b) each claim made against **you** and each loss suffered by **you** as personal to **you**
  - (c) each claim **you** make as personal to **you** and the consideration of a claim by each of **you** shall not be affected by the situation or conduct of anyone else
2. The discretionary indemnity under any and all covers evidenced or deemed to be evidenced by this Section shall be the discretionary indemnity so specified in this Section as applicable to any one such cover and shall not (except as so specified) be varied or deemed varied because of the number or type of individuals or bodies covered by this Section or their claims
3. If **your** legal liability for any **loss, investigation costs or environmental defence costs** is by operation of law imputed or transferred to **your** lawful spouse or any person deriving similar status in law, **we** may provide in respect of that person the personal **cover** for which **you** may have otherwise entitled to claim under this Section
4. If **you** die or become insolvent or mentally incapacitated, **we** may provide to **your** estate, heirs, legal representatives or assigns the personal **cover** to which **you** may have otherwise been entitled under this Section
5. If **your** lawful spouse or any person deriving similar status in law is entitled to claim under (iii) above and dies or becomes insolvent or mentally incapacitated, **we** may provide to that person's estate, heirs, legal representatives or assigns the personal **cover** to which that person may have otherwise been entitled to claim under this Section

### 4. Notices

1. **You** must send notices to **us** at the address stated in the Member's **Certificate of Entry** or any other address **we** have given **you** for that purpose
2. **We** will send notices to **you** at the latest address **you** have given **us** or (if **we** do not have this address) at the latest address **we** have for the Member

## Section 6 Money and assault

### Definitions

#### **bodily injury**

Bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

#### **business hours**

Any time when anyone with responsibility for money is at the **premises** for the purpose of the **business**

#### **covered person**

Any of **your employees**, officers, committee members or **authorised volunteers**

#### **deferment period**

The initial period specified in **your Certificate of Entry** following **bodily injury** during which the **temporary total disablement** or **temporary partial disablement** benefit is not payable

#### **employee(s)**

Any person under a contract of service or apprenticeship with **you**

#### **loss of eye(s)**

Total and irrecoverable loss of sight of an eye or eyes

#### **loss of limb(s)**

Loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs

#### **medical expenses**

The cost of medical, surgical, dental or other remedial attention, treatment or appliances given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges necessarily incurred in the treatment of the **covered person**

#### **money**

Current notes and coins, cheques (other than pre-signed blank cheques whether crossed or uncrossed), postal orders, money orders, securities for money, crossed banker's drafts, unused postage stamps, travellers' cheques, National Savings stamps and certificates, Premium Bonds, credit and debit card, sales vouchers, giro payment orders, Value Added Tax purchase vouchers, luncheon vouchers, gift tokens and unused credit on postal franking machines, belonging to **you** or for which **you** are responsible and pertaining to the **business**

#### **money in transit**

Money other than **non-negotiable money** in transit whilst in **personal custody** or in a bank night safe until the bank accepts responsibility

#### **non-negotiable money**

Crossed cheques (other than pre-signed blank cheques), crossed postal orders, crossed money orders, crossed bankers drafts, National Savings certificates, Premium Bonds, credit and debit card, sales vouchers, Value Added Tax purchase vouchers and unused credit on postal franking machines

#### **other money**

Money other than **non-negotiable money**

#### **permanent total disablement**

Permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

#### **personal custody**

In the immediate personal control of **you** or any a responsible person authorised by **you**

**temporary partial disablement**

Disablement from engaging in or giving attention to a substantial part of usual profession, trade, business or occupation for up to 104 weeks in all from the commencement of such disablement

**temporary total disablement**

Disablement from engaging in or giving attention to usual profession, trade, business or occupation for up to 104 weeks in all from the commencement of such disablement

**Cover A Money**

**We** may pay **you** for **damage** to **money** happening during the **cover period** anywhere in the **geographical limits**

The most **we** may pay in respect of any one loss is the amount stated in **your Certificate of Entry**

**Extensions**

Cover A includes the following

**1 Damage to safes**

**We** may pay **you** for **damage** to any safe, strongroom or cash carrying bag belonging to **you** or for which **you** are responsible arising in connection with theft or attempted theft of covered **money**

**2 Damage to clothing and personal effects**

**We** may pay **you** for **damage** to clothing and personal effects belonging to **you** or any of **your** officers, directors, partners, trustees, employees, **authorised volunteers** or representatives arising in connection with theft or attempted theft of covered **money**

**3 Dishonesty of employee**

**We** may pay **you** for **damage** to **money** due to the dishonesty of any of **your** officers, directors, trustees, committee members, employees or authorised volunteers provided that

1. such loss is not more specifically covered or insured somewhere else
2. the loss is discovered within 28 days of the occurrence
3. the most **we** may pay for such loss is £2,000 per person and £5,000 in total in any one **cover period**

**4 Fraud and identity theft**

**We** may pay **you**

1. for loss resulting from the fraudulent use of any credit or debit card ordinarily used in connection with the **business**

**Exclusions**

**We** do not give **cover** for

1. loss due to the use of any card where the terms under which it has been issued have not been fully complied with
2. losses covered by a bank or card issuer
3. fraudulent use by **you** or **your** directors, trustees or partners

**Cover limit**

£1,000 per card any one **cover period**

2. the reasonable and necessary costs incurred with **our** prior written consent in protecting the interests of the **business** following the fraudulent use of the identity of the **business** or of **your** directors, trustees, partners, employees or **authorised volunteers** by a third party for the purposes of obtaining credit

**Cover limit**

£1,000 any one **cover period**

**5 Fund raising events**

For the period from 2 days before until 7 days after a fund-raising event the limits shown in **your Certificate of Entry** are doubled for

1. **money** whilst in the course of transit or in a bank night safe
2. **money** whilst being counted or in the home of **your** officer, employee or **authorised volunteer**
3. **money** in a locked safe at the premises

**6 Overseas visits**

**We** may pay **you** for **damage** to **money** occurring outside **the geographical limits** and which arises out of a temporary visit overseas by any of **your** officers, directors, partners, trustees, employees or **authorised volunteers** in connection with the **business**

**Cover limit**

£500 any one occurrence

**Cover A Exclusions**

**We** do not give **cover** for loss

1. due to dishonesty of **your** officers, directors, trustees, partners, employees or **authorised volunteers** other than as provided for by the extensions 3. Dishonesty of employee or 4. Fraud and identity theft
2. whilst the **money** is in the custody or control of a professional carrier
3. during transit by unregistered post
4. from an unattended vehicle
5. due to clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques or to the use of counterfeit **money**
6. in excess of the "in any other circumstances" **cover limit** shown in **your Certificate of Entry** of **other money** from any room left unattended and unlocked unless this occurs during **business hours** and such **other money** is contained in a locked safe, cupboard or desk with the key held in **personal custody**
7. of completed credit or debit card sales vouchers unless a copy of each voucher is at all times kept in a secure place separate from its counterpart

**Cover A Special conditions****Safe keys**

In respect of loss of **money** from locked safes or locked strongrooms, all keys (except those deposited with a bank) and codes of combination locks for safes and strongrooms containing **money** must be held in **personal custody**

**Cash escort**

In respect of cash in transit, the amounts shown below must be escorted by the stated number of responsible able-bodied adults or a professional security firm as indicated until deposited in a secure area of the **premises** or at the bank

£3,000 to £5,000	2 persons
Over £5,000 but less than £10,000	3 persons
£10,000 or over	a professional security firm

## Cover B Assault

If during the **cover period** a **covered person** sustains **bodily injury** in the course of their employment by **you** or their activities for the **business** as a direct result of robbery or hold-up or attempted robbery or hold-up **we** may pay the appropriate benefit shown in **your Certificate of Entry**

**We** may also pay

1. **medical expenses** incurred by the **covered person** up to £500 per **covered person**
2. £20 a day up to £200 if as a result of the **bodily injury** the **covered person** goes into hospital for in-patient treatment

## Cover B Exclusions

**We** do not give **cover** for **bodily injury**

1. arising from wilful exposure to needless peril (except in an attempt to save human life)
2. sustained by any person before that person attains the age of 16 years

## Cover B Special conditions

1. **We** will not consider a claim for benefit in respect of any **covered person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement** or **temporary partial disablement**
2. **We** may pay benefit for **permanent total disablement** following benefit for **temporary total disablement** or **temporary partial disablement**
3. Other than under Special condition 2., **we** will only consider a claim for one benefit in respect of any one **covered person** in connection with the same accident
4. A receipt given by **you** or **your** legal personal representatives shall be a valid discharge of **our** discretionary indemnity under Cover B
5. **We** will not pay any compensation **we** may agree to make until the total amount has been ascertained and agreed, but **we** may agree to make periodic payments for **temporary total disablement** or **temporary partial disablement**

## Section 7 Fidelity

### Definitions

#### acting in collusion

All circumstances where two or more **employees** or **authorised volunteers** are concerned or implicated together or materially assist each other in an act of fraud or dishonesty

#### commencement date

The operative date of **cover** under this Section for a named **employee** or **authorised volunteer** or category of **employees** or category of **authorised volunteers** other than as provided in relation to any superseded fidelity cover on a discretionary basis or otherwise

#### employee(s)

Any person normally resident within the **geographical limits** who is

1. under a contract of service or apprenticeship with **you**
2. engaged as a work experience student or youth training scheme participant while under **your** direct control and supervision

#### one claim

All acts of fraud or dishonesty during the **cover periods** which this Section (and any substituted cover on a discretionary basis or otherwise) are in force committed by one **employee** or **authorised volunteer** or by **employees** or **authorised volunteers acting in collusion**

### Cover

**We** may pay **you** for loss of money or goods belonging to or held in trust by **you** caused directly as a result of any act of fraud or dishonesty by any **employee** or **authorised volunteer** described in **your Certificate of Entry** relating to their employment with **you** in the **business** and committed during the currency of

1. this Section after the **commencement date** applicable to such **employee** or **authorised volunteer** or
2. any superseded fidelity cover on a discretionary basis or otherwise effected by **you** but not discovered during the period stipulated in such other cover but
  - (a) only to the extent that such loss would have been covered had the superseded fidelity cover remained in force
  - (b) only if uninterrupted fidelity cover on a discretionary basis or otherwise has been maintained and the loss is discovered not later than 24 months after the termination of
    - (i) the fidelity cover in respect of such **employee** or **authorised volunteer** or
    - (ii) this Section
 whichever occurs first

**We** may also pay

1. auditors' fees incurred with **our** prior written consent to substantiate the amount of any claim, provided that the most **we** may pay is the specific **cover limit** shown in **your Certificate of Entry** for one claim in respect of any **employee**, **authorised volunteer**, category of **employee** or category of **authorised volunteer** or the aggregate **cover limit** shown in **your Certificate of Entry** in any one **cover period**

If **one claim** is caused by **employees** or **authorised volunteers acting in collusion**, **we** will not consider claims for any amount which exceeds the aggregate **cover limit** shown in **your Certificate of Entry**

## Memorandum

Upon the notification of a claim, the specific **cover limit** and aggregate **cover limit** for **employees** and **authorised volunteers** not the subject of such claim shall be maintained provided that

1. **you** agree to pay any required additional **contribution**
2. the reinstated amount of **cover** shall apply only to acts of **fraud or dishonesty** committed after the date of notification of the claim

## Special conditions

1. **You** must operate the following Minimum standards of control  
All **employees** and **authorised volunteers** with responsibility for money, accounts, goods, computer operation or computer programming must be instructed as to their duties and responsibilities in respect of the Minimum standards of control and be expected to comply with them

### Minimum standards of control

- (a) All cheques or other bank instruments exceeding £10,000 must be signed manually by two people after the amount has been inserted  
**You** must advise **your** bank accordingly
- (b) No cheque or instrument shall be signed until one signatory has examined the supporting documentation
- (c) In respect of **employees** not paid by crossed cheque or credit transfer, the list of **employees** and the payroll must be independently checked before payment to ensure that the total amount drawn is correct
- (d) At least quarterly, and independently of persons responsible, the payroll must be checked to minimise the possibility that fictitious names and enhanced payments have been included
- (e) **Employees** and **authorised volunteers** receiving cash and cheques in the course of their duties must remit all monies received and/or bank in full on the day of receipt or next banking day
- (f) Statements of account for all amounts due will be issued at least monthly and direct to customers independently of **employees** or **authorised volunteers** receiving or collecting monies  
Action by management shall be taken if an account becomes 3 months overdue
- (g) Independently of the responsible **employees** or **authorised volunteers**, bank statements, receipts, counterfoils and supporting documents must be checked at least monthly against the cash book entries and the balance tested with cash and unrepresented cheques
- (h) Cash in hand and petty cash must be checked independently of the responsible **employees** or **authorised volunteers** at least monthly and additionally without warning every 6 months
- (i) There will be a physical check on all stock and materials held against verified stock records independent of the responsible **employees** or **authorised volunteers** at intervals of not more than 12 months except where otherwise stated
- (j) Different **employees** or **authorised volunteers** acting independently shall be responsible for the ordering of stock and materials, the recording of their receipt and the authorising of payment for them
- (k) Security checks must be built into all computer functions with reconciliations made as necessary  
Responsibilities for authorisation of transactions, processing of transactions and handling of output must be exercised by different **employees** or **authorised volunteers**
- (l) **Your** accounts including the account of any subsidiary companies must be examined by external auditors every 12 months  
All recommendations or alternatives acceptable to the auditors must be implemented without delay
- (m) Every **employee** or **authorised volunteer** who is responsible for money, goods, accounts, computer operations or programming must take an uninterrupted break of at least 2 weeks in each calendar year during which
  - (i) they carry out no duties on **your** behalf and
  - (ii) other than electronic mail they have no means of external access to **your** computer systems and
  - (iii) they stay away from any of **your premises**
- (n) All supplier/creditor accounts received for payment must be carefully and independently (i.e. independently of those **employees** or **authorised volunteers** placing orders or settling such accounts) checked and validated directly with the supplier/creditor before payment authorised



- (o) No instructions or requests to change any supplier's/creditor's settlement account details shall be accepted or implemented without
  - (i) (using contact details that are known) the supplier or creditor in question being contacted independently and directly to confirm the change
  - (ii) written confirmation of change being obtained from a suitably authorised and recognised contact at the supplier/creditor
  - (iii) written confirmation (again independently and directly) from the supplier's/creditor's bank
- 2. **You** must obtain satisfactory references to confirm the honesty of all **employees** and **authorised volunteers** who are
  - (a) responsible for money, goods, accounts, computer operations or computer programming and
  - (b) engaged after the commencement of this Section and
  - (c) subject to a **cover limit** of more than £5,000

The references must be obtained directly from former employers for the 3 years immediately preceding engagement by **you** and before the **employee** or **authorised volunteer** is entrusted without supervision

References need not be obtained for **employees** and **authorised volunteers** who have satisfactorily and continuously served **you** for at least 1 year in another capacity before being entrusted with the duties referred to above

One character reference must be obtained for **employees** or **authorised volunteers** joining directly from school or government sponsored youth training schemes

**You** must keep the original of each written reference and allow **us** to inspect it if **we** ask
- 3. Any money of the **employee** or **authorised volunteer** held by **you** and any money which but for the **employee's** or **authorised volunteer's** dishonesty would have been due to the **employee** or **authorised volunteer** from **you** shall be deducted from any sum which may otherwise be payable under this Section
- You** and **we** shall share any other recovery (excluding insurance and counter-security taken by **us**) made by either on account of any loss in the proportion that the amount of the loss borne by each bears to the total amount of the loss
- 4. Irrespective of the number of **cover periods** during which this Section (and any substituted cover on a discretionary basis or otherwise) shall remain in force
  - (a) the most **we** may pay for any one claim is the specific **cover limit** shown in **your Certificate of Entry** applicable at the time of the loss, and
  - (b) the most **we** may pay any one **cover period** is the aggregate **cover limit** shown in **your Certificate of Entry** applicable during that **cover period**

### Section 7 Exclusion

**We** do not give **cover** for loss of interest or consequential loss of any kind

## Section 8 Goods in transit

The most **we** may pay in any one **cover period** is shown in **your Certificate of Entry**

### Definitions

#### covered property

- (a) Goods
- (b) Tarpaulins, sheets, trailer curtains, ropes, chains and webbing straps

belonging to **you** or for which **you** are legally responsible or which are entrusted to **you** used in connection with the **business**

#### geographical limits

England, Scotland, Wales, Northern Ireland, Republic of Ireland, Channel Islands and the Isle of Man

#### whilst in transit

1. Whilst being loaded on to or unloaded from the vehicle used for the transit
2. Whilst on the vehicle in transit to and from its destination within the **geographical limits**
3. Whilst on the vehicle on a vehicle ferry during direct sea transits between parts of the **geographical limits**

### Cover

**We** may pay **you** (by payment up to the value of the **covered property** at the time of loss or at **our** option by repair, reinstatement or replacement) for **damage** to any part of the **covered property** by any cause not specifically excluded happening during the **cover period whilst in transit** by any road vehicle operated by **you** or by road hauliers or sent by parcel post or rail as described in **your Certificate of Entry** anywhere in the **geographical limits**

### Extensions

If **we** agree to pay a claim under this Section, **cover** includes the following

#### 1 Personal effects

If not otherwise covered, **we** may pay for **damage** to drivers' clothing and personal effects up to £500 per person

#### 2 Debris removal

**We** may pay for costs and expenses necessarily and reasonably incurred in the removal of debris and site clearance for which **you** are responsible

### Memoranda

#### Reinstatement of property

**We** will not be bound to reinstate exactly or completely any property that is the subject of a claim but may reinstate only as circumstances permit and in reasonably sufficient manner

The most **we** may pay in respect of any one of the items covered is the sum covered

#### Average

If the value of the **covered property** on or in any vehicle or consignment is at the time of the **damage** greater than the **cover limit** for any one vehicle or consignment shown in **your Certificate of Entry**, **you** shall be responsible for the difference and shall bear a rateable proportion of the loss

## Section 8 Exclusions

We do not give cover for

1. **damage** caused by or arising from packing inadequate to withstand normal handling during transit
2. **damage** to
  - (a) money, securities, bills of exchange, deeds, manuscripts, documents, business books, computer systems records, patterns, models, moulds, plans and designs
  - (b) bullion, gold and silver articles, precious metals, stones, jewellery and furs
  - (c) non-ferrous metals, tobacco, cigarettes, cigars, wines, spirits, radios, television sets, audio video and digital equipment, discs, cassettes and livestock
  - (d) explosives and other dangerous goods unless specifically mentioned as being covered
3. **damage** caused by or arising from
  - (a) inherent vice, latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials, faulty or defective workmanship
  - (b) contamination, corrosion, rust, wet or dry rot, mildew, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects, change in temperature, colour, flavour, texture or finish
  - (c) electrical or mechanical derangement unless caused by external means
  - (d) deterioration, depreciation, delay in transit, loss of market or other consequential loss, riot or strikes
4. **damage to covered property** on open vehicles caused by
  - (a) the weather unless the **covered property** is suitably protected
  - (b) theft or attempted theft
5. deterioration of refrigerated goods following breakdown or failure of refrigeration equipment unless such failure or breakdown is due to an accident to the vehicle
6. **damage** resulting from theft or attempted theft
  - (a) committed, assisted, brought about or connived at by any of **your** officers, directors, trustees, committee members, employees or **authorised volunteers**
  - (b) from any unattended vehicle unless
    - (i) all doors windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys removed from the vehicle
    - (ii) from 9pm to 6am the vehicle is in a securely locked building or guarded security park

## Section 9 Personal accident

### Definitions

#### accidental bodily injury

Bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

#### act of terrorism

An act including but not limited to the use and/or the threat of force or violence of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

#### covered person

As specified in **your Certificate of Entry**

#### deferment period

The initial period specified in **your Certificate of Entry** following **accidental bodily injury** during which the **temporary partial disablement** or the **temporary total disablement** benefit is not payable

#### loss of eye(s)

Total and irrecoverable loss of sight of an eye or eyes

#### loss of limb(s)

Loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs

#### medical expenses

The cost of medical, surgical, dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges necessarily incurred in the treatment of the **covered person**

#### permanent total disablement

Permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

#### temporary total disablement

Disablement from engaging in or giving attention to usual profession, trade, business or occupation for up to 104 weeks in all from the commencement of such disablement

## Cover

If during the **cover period** a **covered person** sustains **accidental bodily injury**

**We** may pay the appropriate benefit

### Scale of benefits

The level of benefits is shown in **your Certificate of Entry**

If the benefits are expressed in units one unit provides the following

- |   |              |
|---|--------------|
| 1. death                                    | £2,500       |
| 2. <b>loss of limb(s) or loss of eye(s)</b> | £2,500       |
| 3. <b>permanent total disablement</b>       | £2,500       |
| 4. <b>temporary total disablement</b>       | £25 per week |

## Extensions

**Cover** under this Section includes the following

### 1. Hospital benefit and medical expenses

If during the **cover period** a **covered person** sustains **accidental bodily injury**

**We** may pay

1. medical expenses incurred by the **covered person** up to £2,500
2. £20 a day up to £200 if as a result of the **accidental bodily injury** the **covered person** goes into hospital for in-patient treatment

### 2. Clothing and personal effects

If **we** agree to pay a claim for **accidental bodily injury** under this Section, **we** may pay for the **covered person's** clothing and personal effects **damaged** at the same time up to £500 per person

This amount is in addition to any amount which may be recoverable under any other Section of this **Cover Wording**

### 3. Disappearance

If after 180 days have elapsed and having examined all evidence available **we** have no reason to suppose other than that an accident has occurred, the disappearance of the **covered person** may be considered to constitute a claim under this Section

If at any time after **we** have made payment to the **covered person's** legal representatives, executors, administrators or assigns in settlement of the claim, the **covered person** is found to be living any sums paid by **us** in settlement of the claim shall be repaid to **us**

## Cover Limit

The Death level of benefit stated in **your Certificate of Entry** or £10,000 any one claim whichever is less

## Section 9 Exclusions

**We** do not give **cover** for **accidental bodily injury**

arising from

1. any consequence of suicide, attempted suicide or deliberate self-injury, intoxication, sexually transmitted infections, insanity, pregnancy, childbirth, the influence of drugs unless such drugs are taken as prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction
2. any health problem which **you** or the **covered person** know of or should have known about at the start of the **cover** under this Section or when it was renewed and which has not been accepted by **us** in writing
3. wilful exposure to needless peril (except in an attempt to save human life)
4. any **covered person** taking part in, practising or training for any of the following activities
  - (a) aqualung diving
  - (b) flying (except as a fare-paying passenger) hang-gliding or parachuting
  - (c) hunting on horseback, polo, show jumping or steeple chasing
  - (d) driving, riding or sailing in any kind of race
  - (e) riding motorcycles or motor scooters as a driver or passenger
  - (f) winter sports other than curling or ice-skating
  - (g) football (other than amateur Association) or rugby football
  - (h) mountaineering, cliff or rock climbing, abseiling, subterranean or elastic rope sports or activities
  - (i) any pursuit or activity involving personal danger or hazard
  - (j) playing in any sport professionally
  - (k) service in the armed forces

sustained by

5. any person under the age of 16 years or to any person after the expiry of the **cover period** in which that person attained the age of 80 years

directly or indirectly caused or contributed to by

6. an **act of terrorism** involving the use or release or the threat of use or release of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause  
If **we** allege that by reason of this exclusion any **accidental bodily injury** is not covered **you** will have the burden of proving the contrary

### **Special conditions**

1. **We** will not consider a claim for benefit in respect of any **covered person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement**
2. **We** may pay a benefit for **permanent total disablement** following benefit for **temporary total disablement**
3. Other than 2. above **we** will only consider a claim for one benefit in respect of any one **covered person** in connection with the same accident
4. A receipt given by **you** or **your** legal personal representatives shall be a valid discharge of **us**
5. **We** will not pay any compensation until the total amount has been ascertained and agreed but we **may** make periodic payments for **temporary total disablement**

## Section 10 Loss of licence

### Definitions

#### cancel/cancelled/cancellation

Cancel/cancelled/cancellation under the provisions of any legislation governing licence issue and, if relevant, refusal to renew

#### gross income

The amount which may be paid to **you** for goods sold and services provided in the course of the **business** at the **premises** less the costs of the goods sold

#### indemnity period

The period beginning with the **cancellation** of the licence and ending not later than 12 months thereafter (or when the **premises** are sold if earlier) during which the results of the **business** are affected as a result of the **cancellation** of the licence

#### licence(s)

Any premises licence granted under the Licensing Act 2003 or equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands

### Cover

If during the **cover period** and from any cause outside **your** direct control the licence in respect of the **premises** is **cancelled**

**We** may pay or make good **your** loss for

1. depreciation in the value of **your** interest in the **premises** covered by the licence
- or
2. (a) the amount which the **gross income** during the **indemnity period** is less than the **gross income** during the equivalent period immediately prior to the **cancellation** of the licence  
 (b) any reasonable additional expenses incurred to maintain **gross income** during the **indemnity period** but not more than the loss of **gross income** avoided under 2 (a) above

less any amount saved during the **indemnity period** for expenses of the **business** payable out of **gross income** which cease or are reduced as a result of the **cancellation** of the licence

### Exclusion

**We** do not give **cover** under this Section if **you** are entitled to receive compensation under the provisions of any Act of Parliament for the cancellation of the licence

### Cover limit

The most **we** may pay in any one **cover period** is £100,000 or the **cover limit** stated in **your Certificate of Entry**

### Special conditions

1. **You** must tell **us** in writing as soon as **you** become aware of any
  - (a) complaint against the **premises** or its management
  - (b) proceedings against or conviction of the licence holder or the manager, tenant or occupier of the **premises** for any breach of the law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect to their honesty, moral standing or sobriety
  - (c) change in the tenancy or management of the **premises** or the licence holder
  - (d) objection to renewal or other circumstances which may result in **cancellation** of the licence
  - (e) transfer or proposed transfer of the licence

and supply any additional information and assistance **we** reasonably require

2. In the event of the death, bankruptcy, incapacity, desertion of the **premises** or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty, moral standing or sobriety) of the tenant, manager, occupier or of any licence holder, **you** shall where practicable recruit a suitable person to replace them and if necessary apply to the licensing authority to obtain a licence for that person

### Claims conditions

If the licence is **cancelled** or **you** receive notice of a proposal to **cancel** the licence **you** must

1. tell **us** in writing within 24 hours of receiving knowledge of such actual or threatened event, stating the grounds upon which the licence has been or may be **cancelled**
2. apply at **your** own expense if required by **us** for the grant of a new licence for the same or alternative premises to enable **you** to continue the **business** in a similar or alternative form
3. if requested by **us**, within 30 days provide at **your** expense a statement of **your** loss and documents fairly required by **us** to verify **your** loss together with (if demanded) a statutory declaration of the truth of the claim and of any related matter, and give **us** free access to the **premises** and **your** books and accounts as may be necessary for ascertaining the amount of **your** claim under this Section
4. take at **your** expense all practical steps to minimise the claim
5. at **our** request and at **our** expense do or allow to be done everything reasonably required by **us** for the purpose of making any recoveries from other parties (whom **we** would be entitled to pursue upon settlement of **your** claim) whether such action is necessary before or after **we** may agree to pay any claim under this Section

### Exclusions

**We** do not give **cover** for anything arising from

1. any **cancellation** of licence which arises directly or indirectly from any town or country planning improvement, redevelopment or compulsory purchase order or from any surrender, reduction or redistribution of licences in connection with such order
2. any **cancellation** of licence which results from any alteration in the law
3. **premises** which are
  - (a) altered without the approval of the licensing or other authority
  - (b) closed for any period not required by law
  - (c) not maintained in good sanitary and general repair
4. any direction or requirements of the licensing or other authority which are not complied with
5. **your** bankruptcy or insolvency



## Section 11 Professional indemnity

*Explanatory note (not forming part of the cover)*

*Cover is on a claims made basis, which means it covers claims made against **you** and notified to **us** during the **cover period**. It is therefore most important that you tell **us** in writing as soon as **you** become aware of any claim being made against **you**, or any circumstances that might lead to a claim*

### Definitions

#### act of terrorism

An act including but not limited to the use and/or the threat of force or violence of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

#### business

Professional services, or the advice given by **you** in relation to those services, declared to **us**

#### claim

1. Any demand made of or assertion of a right against **you** given to **you** in writing
2. Costs under Cover 2(a) or Cover 3

#### clinical trials

Systematic studies to discover and/or verify the effects and/or reactions of substances including but not limited to medical, pharmaceutical or similar products drugs and the like

#### DPA

The Data Protection Act 2018 and any replacement or amending legislation

#### document

Any records arising from the **business**, whether in paper (excluding money), magnetic or electronic form, for which **you** are legally responsible, whilst in **your** custody or in the custody of any person other than the owner to or with whom they have been entrusted, lodged or deposited by **you** in the ordinary course of the **business**

#### employee

Any person other than **your** trustees, directors, officers or members of **your** management committee who has been, is or shall be under a contract of service or apprenticeship, supplied to, hired or borrowed by **you**, or under any work experience or similar scheme, or any **authorised volunteers**, whilst employed or engaged by **you** and under **your** control in connection with the **business**

#### GDPR

The General Data Protection Regulation (EU 2016/679)

#### money

Stamps, currency, bank notes and instruments, cheques, travellers cheques, postal orders, money orders, securities and the like

#### notified/notify

Notice sent in writing by **you** to and received by **us**

Notice is not valid if given by any third party

#### retroactive date

The retroactive date stated in **your Certificate of Entry**

#### wrongful act

Any negligent act, negligent error, negligent omission or negligent breach of duty

**you**

The Member named in **your Certificate of Entry** and

1. **your** trustees, directors, officers or members of the management committee
2. any former trustee, director, officer or member of the management committee  
and
3. their legal representatives, estate or heirs in the event of their bankruptcy, incapacity or death

**We** may also provide **cover** under this Section at **your** request to any **employee** in respect of liability for which **we** may have agreed to pay had the claim been made against **you**

**Special conditions**

1. **You** must **notify us** in writing as soon as practicable, during the **cover period**, about
  - (a) any **claim**
  - (b) regardless of any previous notice, receipt of any Claim Form, Particulars of Claim, Arbitration Notice or any other formal document commencing legal proceedings and give **us** copies of all such documents with the **notification**
  - (c) any circumstance of which **you** become aware which may give rise to a **claim**
2. If **we** are **notified** during the **cover period** of any circumstance which in **our** reasonable opinion may give rise to a **claim**, then any subsequent **claim** which arises directly from the circumstance **notified** shall be deemed to have been made during the **cover period**
3. **You** must promptly provide **us** with full details concerning
  - (a) any **claim**
  - (b) any circumstance which may give rise to a **claim**
  - (c) any circumstance where **you** have made a **claim** under this Section
 and provide such co-operation and assistance as **we** and **our** representatives, legal advisers or agents may reasonably require
4. **You** and any **employee** (or any person, charity, firm or company acting for **you** or on **your** behalf) must ensure that all documents relevant to any **claim** and any circumstance which may give rise to a **claim** shall not be destroyed or otherwise disposed of
5. **You** (or any **employee** or any person, charity, firm or company acting for **you** or on **your** behalf) shall not without **our** prior written approval admit liability for, compromise, settle or make any offer or payment in respect of any **claim** or any circumstance likely to give rise to a **claim** or any circumstance where **you** have made a **claim** under this Section
6. **You** must pay any **excess** applying
7. Where a **claim** or circumstance against **you** involves the dishonest or fraudulent act or omission of any **employee**
  - (a) **you** shall at **our** request and expense take all reasonable steps to obtain reimbursement from such person
  - (b) 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 not be repaid
  - (c) nothing in this **cover** shall preclude **us** from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission
  - (d) no payment will be provided to any person committing or condoning such dishonest or fraudulent act or omission
  - (e) **we** will not make any payment on an agreed **claim** under this Section until after the final ascertainment of the amount of any recovery from the dishonest or fraudulent person or persons or their estates or legal representatives
8. **We** are entitled to but not obliged to take over the investigation, defence and settlement of any **claim** and any circumstance likely to give rise to a **claim** and any circumstance where **you** have made a **claim** under this Section. **We** shall have full discretion in handling the investigation, defence and settlement (even if a dispute may have arisen between **you** and **us**) provided always that **you** shall not be obliged to defend any legal proceedings unless a Queen's Counsel (to be mutually agreed by **you** and **us**) advises that the proceedings can be contested with a reasonable prospect of success **We** shall be subrogated to all **your** rights of recovery against any third party provided always that **we** shall not exercise any such rights against any **employee** or former **employee** unless the loss in respect of which **cover** is provided under this Section

was caused or contributed to by a fraudulent dishonest or malicious act or omission by the **employee** or former **employee**.

9. **You** must, at **your** expense, give **us** such assistance as **we** may reasonably require in any subrogation and at all times protect and preserve any rights of recovery to which **we** would become subrogated under this Section
10. **You** agree that, at **our** option, **we** may have the conduct of any proceedings to recover monies paid or agreed to be paid by **us** whether or not **you** have an interest in such proceedings by reason of any losses which are not covered

## Cover

### 1 Legal liability

**We** may pay **you** in respect of any settlement, damages, interest and claimant's costs arising from any **claim** first made against **you** and **notified** during the **cover period** and which arises out of the conduct of the **business** by reason of

- (a) a **wrongful act** committed by
  - (i) **you**
  - (ii) any **employee**
  - (iii) any other person, firm or company directly appointed by **you** and acting for or on **your** behalf
- (b) any dishonest or fraudulent act or omission on the part of any **employee**
- (c) libel or slander committed unintentionally by
  - (i) **you**
  - (ii) any **employee**
- (d) any unintentional breach of confidentiality committed by
  - (i) **you**
  - (ii) any **employee**
  - (iii) any other person, firm or company directly appointed by **you** and acting for or on **your** behalf

### 2 Loss of documents

**We** may pay **you** for

- (a) reasonable and necessary costs incurred with **our** prior written consent for repair, replacement or reconstitution of
- (b) any settlement, damages, interest and claimant's costs arising from a **wrongful act** involving

any **document** which has been unintentionally destroyed, damaged, lost or mislaid during the **cover period** (and which after diligent search cannot be found) and the occurrence has been **notified** during the **cover period**

### 3 Data protection

**We** may pay **you** for any liability, and any officer, director, partner or **employee** in respect their liability, to pay:

- (a) any valid compensation, including any associated defence costs, in respect of
  - (i) damage or distress under section 13 of Part II of the DPA or
  - (ii) material or non-material damage under Article 82 of the GDPR

first occurring during the **cover period** and resulting in a claim or claims brought by any person not being an officer or a director, partner or **employee** and notified to **us** during the **cover period** and

- (b) defence costs in relation to a prosecution commenced during the **cover period** under the DPA or the GDPR and incurred with **our** prior written consent.

### Exclusions

**We** do not give **cover** for

1. any cost or liability which is a result of a malicious act involving the use or operation of, or access to, any computer system or data
2. the cost of replacing, reinstating, rectifying or erasing any personal data

3. any cost relating to the investigation of a data breach, or any obligation to report a data breach to the Information Commissioner's Office or any other supervisory authority or other regulator or to data subjects
4. liability caused by or arising from a deliberate act by or omission of any party entitled to claim under this part, the effect of which would knowingly result in liability under the DPA or the GDPR
5. claims which arise out of circumstances notified to any previous insurer or provider of cover or known to **you** when this **cover** began
6. claims or prosecutions brought outside the **geographical limits**

#### Cover 4 Defence costs and expenses

**We** may pay **you** for all defence costs and expenses in

- (a) the defence, investigation or settlement of any **claim** which **we** agree to pay under Cover 1 or Cover 2(b)
- (b) the investigation of any circumstance notified to **us** under Special condition 1. which may give rise to a **claim**

incurred by **you** or on **your** behalf with **our** prior written and continuing consent but not

- (i) **your** own costs and expenses
- (ii) any value attributable to the time spent by **you** or any **employee**

in dealing with a claim or a circumstance

#### Cover limits

1. Unless otherwise stated, the most **we** may pay for all claims and losses in a **cover period** is shown in **your Certificate of Entry** irrespective of the number of claims, claimants or losses
2. The most **we** may pay for all **claims** and losses under Cover 2(a) is £200,000 in each **cover period**
3. The most **we** may pay for all **claims** and losses under Cover 3 is £50,000 in each **cover period**
4. If **we** agree to pay more than one person the most **we** may pay to all parties including **you** is the **cover limit** shown in **your Certificate of Entry**
5. Defence costs and expenses under Cover 4 may be payable in addition and are subject to the **excess**
6. All payments **we** may agree to make in respect of Cover 1, Cover 2 and Cover 3 or any endorsement or otherwise shall reduce the **cover limit** for all **claims** in the aggregate under this Section
7. Where a payment is requested or made in settlement of any **claim** or circumstance which exceeds the **cover limit** under Cover 1 or Cover 2(b), the most **we** may pay for defence costs and expenses under those Covers is the proportion as the amount of the **cover limit** available in respect of such **claim** or circumstance bears to the amount requested or paid in settlement, and **you** will make any consequent repayment due to **us** immediately upon demand failing which **we** will be entitled to deduct the amount of repayment from any agreed **claim** settlement monies due from **us** under this Section
8. All **claims** (including costs sought under Cover 2(a) or Cover 3 whether made against **you** or sought by one or more persons of **you** wholly or substantially arising from or having any connection with or relation to
  - (a) the same event, occurrence, act, error, omission or breach of duty or having the same originating or underlying cause
  - (b) a series of events, occurrences, acts, errors, omissions or breaches of duty having the same originating or underlying cause
  - (c) the acts, errors, omissions, or breaches of a single person or persons acting together or in which such person or persons is or are concerned or implicated
 shall be deemed to be one **claim** or single application for costs under Cover 2(a) or Cover 3 for the purposes of deciding the applicable **cover limit** and the application of the **excess** under this Section
9. **We** shall be the sole judge as to whether these provisions shall operate in relation to any **claim** or application for costs

## Extensions

The **cover** under this Section includes the following

### 1 Compensation for court attendance

If **we** ask any of the following categories of people to attend court as a witness in connection with a **claim** under this Section **we** may pay **you** the following rates of compensation for each day on which attendance is required

- |   |              |
|---|--------------|
| 1. Any trustee, director, officer or member of the management committee | £500 per day |
| 2. Any <b>employee</b>  | £250 per day |

### 2 Public relations crisis management

If an incident occurring during the **cover period** results or could result in adverse publicity, **we** may pay the reasonable costs **you** necessarily incur with **our** prior written consent of employing a marketing and/or public relations firm to help minimise the risk of damage to **your** reputation

Provided that

1. in **our** opinion the incident could result in a **claim** being agreed under this Section
2. **you** take all reasonable measures to avoid or mitigate adverse publicity

#### Cover limit

The most **we** may pay is £25,000 any one incident and in total in any one **cover period**

### 3 Representation costs

**We** may pay **your** reasonable costs and expenses for representation at properly constituted hearings, tribunals or proceedings provided that

1. such costs and expenses are incurred with **our** prior written consent and
2. the subject of the hearing, tribunal or proceeding may become a **claim** under this Section

#### Cover limit

The most **we** may pay u is £15,000 in any one **cover period**

## Section 11 Exclusions

**We** do not give **cover** under this Section for, or directly or indirectly arising out of or in any way connected with

1. any **claim** or circumstance which may give rise to a **claim** which was or ought to have been known to **you** before the **cover period** began
2. bodily injury, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person unless directly caused by a **wrongful act**
3. bodily injury, sickness, disease, emotional distress, mental anguish, mental stress or the death of any person receiving medical advice diagnosis or treatment
4. any actual or alleged physical abuse, sexual harassment or sexual molestation
5. any **damage** to or destruction or loss of any property (except under Cover 1(b) and Cover 2(a)) including loss of use unless directly caused by a **wrongful act**
6. trading losses or trading liabilities incurred by **you** or any business managed by or carried on by **you** or on **your** behalf
7. any regulatory or disciplinary investigations or proceedings (apart from the indemnity provided under Cover 3) or any fines, penalties or penal, punitive, exemplary, restitutionary, non-compensatory or aggravated damages, or the additional award of damages consequent upon or by reason of any multiplication of compensatory damages
8. any **claim** or circumstance arising from or connected with the dishonest or fraudulent act or omission of any of **your** former or present trustees, directors, officers, or members of **your** management committee
9. any **claim** or circumstance arising from or connected with the dishonest or fraudulent act or omission of any **employee**

- (a) in respect of any person committing or condoning such dishonest or fraudulent act or omission
- (b) in the amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives
- (c) arising after the discovery of reasonable cause for suspicion of dishonesty or fraud by the dishonest or fraudulent person or persons
- (d) in the amount equivalent to
  - (i) any monies owed by **you** to any person committing condoning or contributing to the dishonest or fraudulent act or omission
  - (ii) any monies held by **you** and belonging to such person
  - (iii) any monies recovered in accordance with Special condition 7
- 10. any liability **you** have as a director, officer and/or trustee in **your** respective capacity as a director, officer and/or trustee
- 11. any actual or alleged liability whatsoever directly or indirectly arising out of or in consequence of or in any way involving or connected with **asbestos** or any materials containing **asbestos** in whatever form or quantity
- 12. the ownership, possession or use of any aircraft, watercraft, hovercraft, motor vehicle, trailer or other means of transport, or any buildings, structures, premises or land or any property (mobile or immobile)
- 13. any
  - (a) legal proceedings brought outside the **geographical limits** or the European Union or brought within those territories to enforce a judgment or order made in outside those territories
  - (b) liability arising from **your** business undertaken in the United States of America and/or Canada
- 14. any performance warranty, guarantee, penalty clause, liquidated damages clause or similar provision unless **your** liability would have existed to the same extent in the absence of such warranty, guarantee or clause or similar provision
- 15. any circumstance concerning a **claim** brought by
  - (a) **you** or on **your** behalf
  - (b) **your** parent or subsidiary company
  - (c) any person having a financial, executive or controlling interest in **you** (unless the financial interest is less than 5%)
  - (d) or on behalf of any entity controlled or managed by **you** or where **you** have greater than a 5% financial interest or where **you** have accepted a financial interest irrespective of the amount in any entity in exchange for fees incurred
- 16. any breach of any obligation owed by **you** as an employer to any **employee** or former **employee** or applicant for employment
- 17. any contract for the provision of goods or services to **you** or any goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by **you** or on **your** behalf unless such **claim** or circumstance is a direct result of the negligent design and/or negligent specification by **you** or any **employee** or any other person, firm or company directly appointed by **you** and acting for **you** or on **your** behalf
- 18. any passing-off or infringement of copyright, design right, registered design, trademark or patent
- 19. any act, error or omission committed or any loss suffered or costs incurred or any liability arising prior to the retroactive date
- 20. **your** insolvency or bankruptcy
- 21. the failure of any computer or other electronic processing device (except as provided under Cover 2) or of any program, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended
- 22. the transmission or receipt of any virus, program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance
- 23. any depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets and any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments or in connection with any investment advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation by an appropriate statutory authority
- 24. any repair, replacement or reconstitution cost of any document directly or indirectly occasioned by any government or public or local authority action or order or resulting from wear or tear, the action of vermin, gradual deterioration or magnetic flux or loss of magnetism (except where caused by lightning)
- 25. clinical trials and/or the administration of drugs and/or medicines

26. any matter in respect of which indemnity is provided by any other cover or insurance
27. any loss, **damage**, cost or expense
- (a) directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (b) of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**

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

# General conditions

## 1. Information

**You** must give **us**

1. all the information and facts that **you** know, or as an organisation should know, may affect the risks included in **your cover** and **our** decision to give **you** this **cover**
2. full and accurate answers to questions **we** ask **you** when **you** apply for **cover**, make changes to **your cover** or renew **your cover**

If a misrepresentation, misdescription or non-disclosure of any material fact or circumstance is deliberate or reckless **we** may treat the **cover** as though it never existed, refuse all claims and retain any **contribution** paid

If a misrepresentation, misdescription or non-disclosure is not deliberate or reckless, **we** may at **our** option

1. treat the **cover** as though it never existed, refuse all claims and refund any **contribution** paid if **we** would have not agreed to give **you** cover on any terms if clear representation, description and disclosure had been made
2. proportionately reduce the amount to be paid on any claim if **we** would have agreed to give **you cover** on the same terms but for a higher **contribution** if clear representation, description and disclosure had been made

The reduction in the claim payment will be the percentage difference between the **contribution you** have paid and the **contribution we** would have charged **you** if clear representation, description and disclosure had been made

3. change the terms of **your cover** if **we** would have agreed to give **you cover** on such other terms but at the same **contribution** if clear representation, description and disclosure had been made  
**We** may apply these changes to **your cover** from the beginning of the **cover period**

## 2. Articles and Rules

**Our** Articles of Association and **Rules** are the governing documents if there is a conflict with this **Cover Wording** or **your Certificate of Entry**

## 3. Reasonable care

**You** must

1. take all reasonable precautions to prevent **damage**, accident, illness and disease
2. exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
3. maintain the **premises**, works, machinery and plant in sound condition

## 4. Unoccupied buildings

When a building or part of a building protected by this **cover** becomes **unoccupied**, or when an **unoccupied** building or part of a building is again occupied, **you** must tell **us** as soon as reasonably possible

Upon any alteration described above **we** may cancel **your cover** or impose special terms and/or charge an additional **contribution**, and from the time of alteration until **we** confirm **our** decision in writing, any **cover** under Section 1 Property damage is limited to Covered events 1 Fire, lightning and explosion and 2 Aircraft

## 5. Alteration of risk

**You** must tell **us** as soon as reasonably possible if, after the commencement of this **cover**

1. there is any alteration of risk which increases the risk of **damage**, accident or liability



2. the **premises** undergo major structural alterations or major repair (that does not include where workmen are allowed on the **premises** to carry out minor repairs, alterations or general maintenance not involving external scaffolding)
3. **your** interest ceases except by will or operation of law
4. an administrator, liquidator or receiver is appointed, or **you** enter into a voluntary arrangement with **your** creditors
5. there is any other material change in use of the **premises**

If there is an alteration described above, **we** may cancel the **cover** from the date of the alteration or impose special terms and/or charge an additional **contribution**

This condition does not apply where buildings become unoccupied; that is dealt with under General condition 4 Unoccupied buildings

## 6. Other indemnity

### All Sections except those detailed separately below

If at the time any claim arises under this **cover** there is any other form of indemnity in force, whether taken out by **you** or not, covering the same **damage**, loss, expense or liability, **we** will not consider any claim for more than **our** rateable proportion

If the other indemnity is subject to any condition of underinsurance, this **cover** shall be subject to the same condition

### Equipment breakdown, Liabilities, Trustee and management liability, Money (excluding Cover B Assault) and Professional indemnity Sections

If at the time of any claim arising under this **cover** **you** are, or would but for the existence of this **cover**, be entitled to claim under any other form of indemnity, **we** will only consider claims for any additional amount beyond the amount which would have been payable under the other form of indemnity if this **cover** not been in place

## 7. Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this **cover** is fraudulent or exaggerated, whether ultimately material or not, or if any **damage** is caused by **your** or their wilful act or with **your** connivance **we** may at **our** option

1. reject the claim
2. recover any payments already made by **us** in respect of the claim
3. cancel the **cover** from the date of the fraudulent act and retain the **contribution** due for the unexpired part of the **cover period** from the date of cancellation

If **we** cancel the **cover** **we** will notify **you** in writing to **your** last known address

## 8. Disputes

Any dispute between **you** and **us** arising out of or in connection with this **cover** shall be resolved in accordance with the **Rules**

## 9. Compliance by you

**You** must comply with the terms of this **cover** in so far as they relate to anything to be done or complied with by **you**

If **you** do not do so and the non-compliance is material to the loss, **we** may refuse to consider a claim under this **cover** or reduce the amount of any claim payment, and **you** must repay any payment on account of any claim already made by **us**

## 10. Cancellation by you

**You** can only cancel this **cover** and withdraw from the **Mutual** at the end of a **cover period**

## 11. Cancellation by us

In circumstances other than those in the General condition 5 Alteration of risk, **we** may cancel this **cover** or any Section of it by sending **you** 7 days' notice (commencing from the date of posting) by special delivery to **your** last known address and **we** will refund the amount of **your contribution** for the unexpired **cover period**

## 12. Adjustment of contribution

If any part of **your contribution** has been calculated on estimates, **you** must, within 30 days from the end of each **cover period**, give **us** such information as **we** may require

The **contribution** for the **cover period** will be adjusted and the difference paid by **you** or allowed to **you** subject to any minimum **contribution**

## 13. Assignment

**You** can only assign **your** rights or benefits under this **cover** or any Section of this **cover** if **you** have **our** prior written consent. **We** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this **cover** or any Section of this **cover**

## 14. Security

**We** do not give **cover** for any claim for **damage** at or to the **premises** caused by theft or attempted theft unless all locks, bolts and other protective devices fitted to the **premises** are put into full use whenever the **premises** are closed for business and are not attended by **you** or an authorised person for the purpose of the **business**

In this condition the words 'business portion of the premises' are substituted for 'premises' when part of the **premises** is occupied residentially by **you** or an authorised person

Additional security conditions may apply to **your cover**; these will be shown on **your Certificate of Entry**

## 15. Law applicable

This **cover** is governed by and shall be construed in accordance with English law unless **your** central administration and/or place of establishment is in Scotland, the Channel Islands or the Isle of Man in which case the law of that place shall apply

## 16. Rights of third parties

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

## 17. Sanctions

**We** shall not provide any **cover**, and the **Insurer** shall not provide insurance or be liable to pay any claim or provide any benefit, to the extent that the provision of such **cover** or insurance, payment of such claim or provision of such benefit would expose **us** or the **Insurer** or any member of the **Insurer's** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of any country

If any such sanction, prohibition or restriction takes effect during the **cover period**, **you** or **we** may cancel that part of this **cover** which is affected with immediate effect by giving notice in writing

In such circumstances, **we** will refund the **contribution** for the unexpired **cover period** provided no claims have been agreed or may be made

## General exclusions

The following exclusions apply to all Sections unless a Section or **your Certificate of Entry** says something different

### 1. Cyber and data risks

Notwithstanding any provision to the contrary in this **Cover Wording** or any endorsement to **your cover** any

#### 1. cyber loss

but

subject to all the terms, conditions, limitations and exclusions of this **Cover Wording**, this **cover** includes **damage** to property included in **your cover** caused by any ensuing fire or explosion which directly results from a **cyber incident**, unless that **cyber incident** is caused by, contributed to by, results from, arises out of or in connection with a **cyber act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act**

loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such data, regardless of any other cause or event contributing concurrently or in any other sequence thereto

but

subject to all the terms, conditions, limitations and exclusions of this **Cover Wording**, if **data processing media** owned or operated by **you** suffer **damage** covered by this **cover**, then **we** may pay the cost to repair or replace the **data processing media** itself plus the costs of copying the **data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **data processing media**. However, **we** do not **cover** any amount pertaining to the value of such **data**, to **you** or anyone else, even if such **data** cannot be recreated, gathered or assembled

#### Definitions for this exclusion

##### computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **you** or anyone else

##### cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax of any such acts, involving access to, processing of, use of or operation of any **computer system**

##### cyber incident

Any

1. error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system** or
2. partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**

**cyber loss**

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**

**data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**

**data processing media**

Any property included in **your cover** on which **data** can be stored but not the **data** itself

**2. Date recognition**

Any claim directly or indirectly arising from the failure or possible failure of any **computer**

1. correctly to recognise any date as its true calendar date
2. to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
3. to save or correctly process any data on or after any date

but this does not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **defined peril**

**Definitions for this exclusion****computer**

Computer or other equipment, media or system (or any part of them) for processing, storing or retrieving data including without limitation any microchip, integrated circuit or similar device or any computer software

**defined peril**

Any of the covered events specified in any property Section of this **Cover Wording** except

1. the Equipment breakdown section
2. accidental loss, destruction or **damage** and
3. causes excluded from covered events in a property Section

This exclusion does not apply to the Section 4 Liabilities, Section 6 Money and assault Cover B Assault and Section 9 Personal accident

**3. Epidemics, pandemics, coronavirus**

Regardless of any other provision of this **cover**, any **damage**, loss, interruption, interference and/or liability directly or indirectly caused by or resulting from

1. any epidemic or pandemic which poses a threat to human health or human welfare, whether officially declared an epidemic or pandemic or not
2. any coronavirus (or similar or equivalent virus in the future) including but not limited to
  - (a) COVID-19
  - (b) Severe Acute Respiratory Syndrome (SARS)
  - (c) MERS
3. any mutation or variation of 2. above
4. any coronavirus disease (or similar or equivalent disease in the future)
5. any fear or threat of 1., 2., 3. or 4. above.

This exclusion does not apply to Section 4 Liabilities or Section 5 Trustee and management liability.

#### 4. Other indemnity

Anything more specifically covered somewhere else on a discretionary basis or otherwise

#### 5. Radioactive contamination

Loss, **damage**, liability or expense directly or indirectly caused by or contributed to by, or arising from

1. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or any of its nuclear components
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but not radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the **premises** and are being prepared, stored or used in the normal course of operations by **you** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended
5. any chemical, biological, bio-chemical or electromagnetic weapon

This exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon

This exclusion does not apply to

1. Cover 1 of Section 4 Liabilities except liability of any principal and liability assumed by agreement
2. Section 9 Personal accident

#### 6. Sonic bangs

**Damage** directly caused by or resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

#### 7. Terrorism

Any loss, **damage**, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**

If **we** allege that because of this exclusion any loss, **damage**, cost or expense is not covered by this **cover you** will have the burden of proving the contrary

This exclusion does not apply to the following Sections: Section 4 Liabilities, Section 5 Trustee and management liability, Section 9 Personal accident and Section 11 Professional indemnity

##### Definition for this exclusion

##### act of terrorism

In respect of

1. England, Wales and Scotland (but not the adjacent territorial seas as defined by the Territorial Sea Act 1987)

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

2. all other instances

means an act including but not limited to the use and/or threat of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including without limitation the intention to influence any government and/or to put the public or any section of the public in fear

## **8. War**

Loss or **damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

This exclusion does not apply to Section 4 Liabilities Cover 1 Employers' liability

## Appeals procedure

**You** have the right to appeal **our** decision on **your** claim to **our** Board of Directors.

A letter explaining why **you** believe the claim should be dealt with differently should be sent to the Mutual's Chairman at the following address:

The Chairman  
The Masonic Mutual Limited  
1<sup>st</sup> Floor Offices  
Douglas House  
Quarry Hill Road  
Tonbridge  
Kent TN9 2RH

Supporting documents which have not already been provided to **us** should be enclosed with the letter. These will vary depending on the type of claim but may include replacement invoices for any contents/valuables, invoices for repair/re-decoration and a detailed list of all items claimed.

The Board will review the letter of appeal and supporting documents along with the claim file to date. The Board may request additional information from **you** to help it investigate the matter and reach a decision.

The appeal will be considered by the Board as soon as reasonably possible following receipt of the letter of appeal, supporting documents and any other information which may be requested. The outcome of the appeal will be notified to **you** in writing shortly after. The Board's decision is final and it is not obliged to explain the reason for its decision.

## Complaints procedure

We are committed to handling any complaint received promptly and in a fair and effective manner. Complaints can be made by telephone or in writing using the following contact details:

The Masonic Mutual Limited  
8 Maltings Place  
169 Tower Bridge Road  
London SE1 3JB

Tel: 0203 327 3356

Email: [info@themasonicmutual.com](mailto:info@themasonicmutual.com)

**We** will aim to resolve **your** complaint as quickly as possible. If **we** cannot resolve **your** complaint within 3 working days, **we** will write to **you** to tell **you** who is dealing with **your** complaint and what steps are being taken. **You** will be kept fully informed of the progress of **your** complaint until it is brought to a conclusion.

**We** provide **cover** on a discretionary basis. Provision of discretionary cover is not regulated by the Financial Conduct Authority and therefore there is no ultimate right of referral to the Financial Ombudsman Service.

This complaints procedure does not affect **your** right to take legal proceedings.

## Financial Ombudsman Service

In addition to providing **cover**, **we** may also arrange insurance policies on **your** behalf. **We** are regulated by the Financial Conduct Authority for **our** role in organising these policies for **you**. Complaints concerning **our** regulated activities may ultimately be referred to the Financial Ombudsman Service if **you** are not satisfied with **our** final response, or if 8 weeks have passed since **you** first brought **your** complaint to **our** attention. The Ombudsman's contact details are:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

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