



The Masonic Mutual Limited Masonic Buildings and Liabilities

Cover Wording

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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 – **0343 178 0252** Monday to Thursday 9.00am to 5.30pm/Fridays 9.00am to 5.00pm
- ▶ by email: masonicclaims@towerinsurancebrokers.co.uk

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

Cover information

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**.

Contact details

The Masonic Mutual Limited
C/O Tower Insurance Brokers
7-9 Church Street
Lytham
Lancashire FY8 5LH

Telephone: 07542 735203

Email: contactus@themasonicmutual.com

General definitions

Words in bold type in this **Cover Wording** or the **Certificate of Entry** have the meaning shown below unless specifically defined in a cover section

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**

Computer System

means 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

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**

Cyber Act

means 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 thereof involving access to processing of use of or operation of any **Computer System**

Cyber Incident

means

- (a) any error or omission or series of related errors or omissions involving access to processing of use of or operation of any **Computer System** or
- (b) any 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**

Damage/Damaged

Physical loss, destruction or damage

Data

means 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**

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

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848

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**

Regalia

Jewels, furniture, equipment and other items with ceremonial significance including but not limited to Master's and Warden's chairs, tracing boards, globes, gavels, pedestals, swords, wands, balloting boxes, table clothes, candle sticks and collection boxes

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**

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

General exclusions

The following exclusions apply to all sections unless a section or **Your Certificate of Entry** says something different

1 Infectious or communicable disease

Definitions for this exclusion

Infectious or Communicable Disease

means any disease pandemic or epidemic including but not limited to any

- virus
- bacterium
- parasite
- other organism or infectious matter
- any mutation or variation to any of the above

whether

- living or dead
- natural or artificial
- officially declared an epidemic or pandemic or not

transmitted by any direct or indirect means (whether asymptomatic or not)

Loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

- a. any **Infectious or Communicable Disease** including but not limited to
 - i. the fear of a threat (whether actual or perceived) from an **Infectious or Communicable Disease**
 - ii. contamination or fear of contamination (whether actual or perceived) of property by an **Infectious or Communicable Disease**

but this shall not exclude direct physical loss or physical damage to insured property at the **Premises** occurring during the **Cover Period** resulting directly or indirectly from or caused by a peril otherwise insured by this **Cover**

- b. any action taken or failure to take action to prevent control or respond to any **Infectious or Communicable Disease**

Provided that

1. this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
1. in the event of any conflict between this exclusion and any other provision of this **Cover** this exclusion shall always apply and take precedence over any such other provision
2. where **We** apply this exclusion the burden of proving the contrary rests with **You**
3. this exclusion does not apply to Section 5 Liabilities Cover 1 Employers' liability and Cover 2 Public liability, Section 6 Trustee and management liability, Section 8 Fidelity, Section 10 Personal accident and Section 12 Professional indemnity

2 Cyber (property)

Definitions for this exclusion

Time Element Loss

means business interruption, contingent business interruption or any other consequential losses

Any loss damage liability cost or expense of whatsoever nature directly or indirectly caused by contributed to by or resulting from arising out of or in any connection with

1. any unauthorised access to or loss of alteration of or damage to or a reduction in the functionality availability or operation of a **Computer System** or any unauthorised access to or modification of **Data**

Notwithstanding the provisions of this sub-paragraph 1. and subject to all other terms and conditions and exclusions contained in this **Cover** this **Cover** will provide cover for physical loss of or physical damage to property insured under this **Cover** (not including **Data**) and any **Time Element Loss** directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this **Cover**

- i. Fire lightning or explosion
- ii. Impact by aircraft or vehicle or animal or falling objects
- iii. Wind storm hail tornado cyclone hurricane earthquake volcano tsunami flood freeze or weight of snow
- iv. Escape of water or oil
- v. Riot or civil commotion
- vi. Subsidence heave or landslip
- vii. Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
- viii. Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
- ix. Accidental damage to insured property caused by persons physically present at both the time and location of such damage

2. 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**

Notwithstanding the provisions of this sub-paragraph 2. in the event that hardware or the data storage device of a **Computer System** insured under this **Cover** sustains physical damage caused by a peril described in the proviso to paragraph 1. above which results in damage to or loss of **Data** stored on that hardware or the data storage device then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** under this **Cover** shall be limited to the cost of reproducing **Data** provided that such costs are otherwise indemnifiable under this **Cover**

Such costs shall include all reasonable and necessary expenses incurred in re-creating gathering and assembling such **Data** but shall not include the value of the **Data** whether to **You** or any other party even if such **Data** cannot be recreated gathered or assembled

3. any
 - i. unauthorised appropriation of **Data**
 - ii. unauthorised transmission of **Data** to any third party
 - iii. misrepresentation or use or mis-use of **Data**
 - iv. operator error in respect of **Data**
4. any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs 1. – 3. above
5. any action taken or failure to take action to prevent control limit or respond to anything described in sub-paragraphs 1. – 4. above

This exclusion does not apply to Section 5 Liabilities Cover 1 Employers' liability and Cover 2 Public liability, Section 6 Trustee and management liability, Section 8 Fidelity, Section 10 Personal accident and Section 12 Professional indemnity

3 Date recognition

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

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**

This exclusion does not apply to Section 5 Liabilities Cover 1 Employers' liability and Cover 2 Public liability, Section 7 Money and assault and Section 10 Personal accident

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. Section 5 Liabilities Cover 1 Employers' liability except liability of any principal and liability assumed by agreement
2. Section 10 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

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

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 Section 5 Liabilities, Section 6 Trustee and management liability, Section 10 Personal accident and Section 12 Professional indemnity

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 5 Liabilities Cover 1 Employers' liability

9 Territorial exclusion (property)

Definition for this exclusion

Excluded Territory

means

- a. Belarus (Republic of Belarus) and
- b. Russian Federation and
- c. Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions)

Notwithstanding anything to the contrary in this **Cover Wording** this **Cover Wording** excludes any loss damage liability cost or expense of whatsoever nature directly or indirectly arising from or in respect of any

- i. entity domiciled resident located incorporated registered or established in an **Excluded Territory**
- ii. property or asset located in an **Excluded Territory**
- iii. individual that is resident in or located in an **Excluded Territory**
- iv. claim action suit or enforcement proceeding brought or maintained in an **Excluded Territory** or
- v. payment in an **Excluded Territory**

This exclusion will not apply to any coverage or benefit required to be provided by **Us** by law or regulation applicable to **Us** however the terms of any sanctions clause will prevail

This exclusion does not apply to Section 3 Equipment breakdown, Section 5 Liabilities Cover 1 Employers' liability and Cover 2 Public liability, Section 6 Trustee and management liability, Section 10 Personal accident and Section 12 Professional indemnity

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 and aerial devices

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 General conditions 1. Information, 5. Alteration of risk and 7. Fraudulent claims, **We** may cancel this **Cover** or any section of it by sending seven days' notice commencing from the date of posting by special delivery to **You** at **Your** last known address and shall refund to **You** the proportionate premium 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** shall be governed by and construed in accordance with the law of England and Wales unless **Your** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland 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

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**

1 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

2 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 7 Money and assault, Cover B Assault or Section 10 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

Section 1 – Property damage

Your **Certificate of Entry** will show if this section is included in **Your Cover**

Definitions

Words in bold type in this section or the **Certificate of Entry** have the meaning shown below

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 seawhether 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
7. 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-invalidatio

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 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

We may pay the costs and expenses necessarily incurred by **You** with **Our** prior written consent in removing debris as shown below

- a.
 - i. removing debris
 - i. dismantling and/or demolishing
 - ii. shoring up or proppingof the portion or portions of the property insured destroyed or damaged by any cause not otherwise excluded under this **Cover Wording**

We will not pay for any costs and expenses incurred in removing debris except from the site of such property destroyed and damaged and the areas immediately adjacent to such site

- b. removing trees damaged by the same cause provided this is necessary solely to facilitate the repair or reinstatement of the property covered

We will not pay for any costs or expenses arising from pollution or contamination of property not covered by this section

Cover Limit

The maximum amount payable for such **Damage** and costs shall not exceed in total the sum covered by each item

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**

Cover Limit

10% of the sum insured any one claim

6 Spontaneous heating

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

7 Legislation and Public Authorities

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 the stipulations of

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

(from now on referred to as “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

Cover Limit

£25,000 any one claim

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**Definitions for this extension****Contract Works**

means the permanent or temporary works executed or in the course of execution at the premises by you or on your behalf for the purposes of alterations or improvements to the premises including unfixed site materials at the premises for use in connection with such works

Insured Contract

means

1. any JCT minor standard or intermediate building contract in which you are the employer and are required to take out a joint names policy or
2. with our prior written agreement any similar contract

Cover for each buildings item extends to include contract works for which you are responsible under the terms of an insured contract but only to the extent of the cover provided by this section and provided that this **Cover** shall only apply insofar as the contract works are not otherwise insured

Cover Limit

Our liability under this extension inclusive of all professional fees and VAT where applicable shall not exceed £100,000 in respect of all losses or series of losses arising directly from the same originating cause

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**

Basis of settlement

Definitions specific to the Basis of settlement

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

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 Conditions.

Reinstatement 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 basis of settlement except insofar as they are varied in this basis of settlement
 - b. where claims are agreed as if this basis of settlement had not been incorporated

2 Day One

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 Conditions

Day One Reinstatement 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 of settlement 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

Exclusions

We do not give **Cover** for

1 Pollution and contamination

Damage caused by pollution or contamination other than provided for under extension 10 Loss of oil gas or water, but this shall not exclude **Damage** to the **Property Covered** not otherwise excluded caused by

- i. pollution or contamination which itself results from any of the **Covered Events** other than Accidental damage
- ii. any of the **Covered Events** other than Accidental damage which itself results from pollution or contamination

2 Consequential loss

Consequential loss of any kind

3 Self ignition

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

4 Gradual causes, depreciation, defective design or workmanship and changes in environment

Damage caused by or consisting of

- i. 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
- ii. 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

5 Livestock

Livestock

6 Processing

Damage to property resulting from it undergoing any process of cleaning, dyeing, restoration, production, packing, treatment, testing, commissioning, servicing or repair

7 Atmospheric conditions restrictions

Damage caused by atmospheric and climatic conditions (other than **Covered Events** of storm or flood)

8 **Boilers and mechanical or electrical breakdown**

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

9 **Fraud and disappearance**

Damage caused by or consisting of

- a. acts of fraud or dishonesty
- b. disappearance unexplained or inventory shortage, misfiling or misplacing of information

10 **Deliberate act or omission**

Damage caused by or resulting from any deliberate act or omission by **You** or anyone acting on **Your** behalf

11 **Collapse or cracking**

Damage to a **Building** or structure caused by its own collapse or cracking other than as provided for under the Subsidence event

12 **Moveable property in the open**

Damage 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 – Fine art & collections

Your **Certificate of Entry** will show if this section is included in **Your Cover**

Definitions

Words in bold type in this section or the **Certificate of Entry** have the meaning shown below

Agreed Value

means the value agreed by **You** and **Us** for the purpose of this policy

No representation is made by **Us** that those values represent the **Market Value** or any other basis of value

Art

means

1. anything that could be bought or sold at a reputable auction house including but not limited to paintings works on paper prints rare books manuscripts exhibits tapestries rugs antique guns musical instruments furniture sculpture architectural features ceramics gold silver and gold and silver plated items collectibles including glass clocks barometers coins stamps medals antiques and wine
2. items intended to be worn on the person comprising of jewellery watches gemstones pearls regalia items of gold or silver or other precious or semi-precious metal belonging to **You** or for which **You** are legally responsible or which are entrusted to **You**

Depreciation

means the reduction in value of an item caused directly by **Damage** to the item and arrived at with reference to the full insured value of the item as per the basis of settlement and its condition prior to the **Damage**

Market Value

means the price a willing buyer would pay to a willing seller with good title immediately prior to the loss taking into account the state of the market for goods of that type and condition

Cover

We may indemnify **You** following **Damage** to **Art** within the geographical area as detailed in **Your Certificate of Entry** by any cause not specifically excluded occurring during the **Cover Period** whilst

1. at the **Premises** or
 2. away from the **Premises** for any one temporary period not exceeding 90 days and in transit to and from such locations
- Provided that for **Art** in transit **You** comply with the transit condition

Exclusions

The cover provided by this section excludes

1 Fraud or dishonesty

Damage or expense caused by or resulting from theft fraud or dishonesty committed by any of **Your** officials trustees employees **Authorised Volunteers** or directors or anyone to whom **Your Art** is consigned or otherwise directly or indirectly entrusted or loaned

2 Items in the open

items kept in the open grounds of the **Premises** unless specified in **Your Certificate of Entry** or specifically declared to **Us** and agreed by **Us** in writing

3 Unoccupied

Damage to the property insured whilst in any building which is **Unoccupied**

4 Disappearance

mysterious disappearance or unexplained loss

5 Gradual causes

Damage or expense caused by or resulting from wear and tear faulty or defective design or materials faulty or defective workmanship by **You** or any of **Your** employees natural ageing gradual deterioration inherent vice latent defect rust or oxidation vermin warping or shrinkage evaporation mould fungus mildew corrosion the intrinsic nature of the subject matter insured or any gradually operating causes

But this will not exclude subsequent damage which itself results from a cause not otherwise excluded

6 Changes in environment

aridity humidity exposure to light or extremes of temperature unless such **Damage** is caused by storm frost or fire or another sudden unforeseen event

7 Processing

any process of alteration refurbishment repair maintenance dismantling restoration decoration heating drying cleaning washing or dyeing

8 Misuse

Damage or expense caused by or resulting from misuse of any property insured under this section

9 Water table level

Damage attributable solely to change in the water table level

10 Pollution or contamination

Definition for this exclusion

Defined Contingencies

means any **Covered Event** stated in the Property damage section of this **Cover Wording** other than 15 Accidental damage

All loss damage liability cost or expense of whatsoever nature directly or indirectly caused by consisting of occasioned by in connection with contributed to by resulting from arising out of or related to pollution or contamination regardless of any other cause or event contributing concurrently or in any other sequence of the loss

But this shall not exclude **Damage**

- a. to the property insured caused by pollution or contamination which itself results from any of the **Defined Contingencies**
- b. to the property insured caused by any of the **Defined Contingencies** which itself results from pollution or contamination

Limit of liability

Our liability in the **Cover Period** will not exceed

1.
 - a. the sum insured for each item shown in **Your Certificate of Entry** or
 - b. the limit shown in the **Certificate of Entry** for items away from the **Premises** or
 - c. any other limit of liability in this section
2. in total the total sum insured for all items

Irrespective of the number of insured parties **Our** total liability to all the insured parties will not exceed that stated in 1. and 2.

Any payment or payments by **Us** to any one or more insured party will reduce the extent of **Our** liability to all parties by the amount of such payment

All payments made by **Us** under this section will erode **Our** liability as stated in 1. and 2. unless otherwise agreed by **Us** in writing

Limit for Art away from the Premises

The most **We** may pay for **Art** whilst away from the **Premises** for any one temporary period not exceeding 90 days and in transit to and from such locations

1. for part 1 of the definition for **Art** is £5,000,000 or the sum insured whichever is the less any one removal
2. for part 2 of the definition for **Art** is £30,000 any one removal

Basis of settlement

1 Basis of settlement

- a. The basis of valuation for settlement of any total loss covered will be
 - i. for **Art** individually listed the **Agreed Value** shown in the **Certificate of Entry**
 - ii. for **Art** not individually listed in the **Certificate of Entry** the **Market Value** immediately prior to the loss up to £30,000 for any one item pair or set
 - iii. for **Art** loaned to **You We** may pay the value specified in the Loan Agreement

- b. In the event of partial **Damage** to any **Art We** may pay the cost of restoration or repair plus any resulting **Depreciation** but not exceeding the full insured value of the **Art** valued as in 1. a. above as applicable

For part 2. of the definition of **Art We** will not pay more than 10% of the sum insured for **Art** or £500,000 whichever is the lower in the **Cover Period** unless otherwise stated in the **Certificate of Entry**

2 Pairs and sets

Following **Damage** to any item which has an increased value because it forms part of a pair or set the amount **We** may pay will take into account the loss in overall value

3 Recovered property

Following payment of the full amount insured for any **Art** title passes legally to **Us**

However if **We** recover any of **Your** property after **We** have paid a claim **We** will contact **You** and **You** can buy it back from **Us** within 60 days

We will charge

- the amount **We** paid for **Your** claim plus any recovery cost and expenses or
 - the **Market Value** of the item at the time **We** recover it
- whichever is the less

Extensions

Unless specifically stated otherwise these extensions do not increase **Our** liability as stated in the Limit of liability paragraph to this section

All claims are subject to the appropriate **Excess**

The insurance cover provided by this section is extended to include the following

1 New acquisitions

The limit provided by this extension is in addition to the sums insured shown in the **Certificate of Entry**

New acquisitions of **Art** acquired during the **Cover Period** provided that **You** notify **Us** within 60 days of the acquisition and pay any additional premium as may be required from inception of the cover

We may cancel cover for new acquisitions by writing to **You** within 14 days of receiving **Your** notification and giving **You** 7 days' notice

Cover Limit

30% of the sum insured for **Art** or £250,000 whichever is the lower any one claim

2 Defective title

We may indemnify **You** for claims made against **You** during the **Cover Period** arising from **Your** purchase of **Art** for which the vendor had defective or no title or on which a charge or encumbrance had been placed prior to the purchase of which **You** were not aware and could not have been aware after making reasonable enquiry provided that the purchase was made after the date **You** first insured **Art** with **Us** under this section

Cover is provided as follows

- a. If **You** are required to relinquish possession of **Art** to another party **We** may pay the amount that **You** paid to purchase the **Art**
- b. If **You** are required to pay damages to another party **We** may pay the amount of those damages up to the **Market Value** of the item at the time of payment
- c. For **Your** legal costs incurred in defence of claims arising under a. and b. providing **You** do not commence any litigation or other legal process without **Our** consent and **You** inform **Us** immediately upon becoming aware of any title issues and do not initiate or respond to any related letter or other communication without **Our** consent

Cover Limit

The most **We** may pay under a. b. and c. in total in the **Cover Period** is £500,000 or the value of the **Art** whichever is the less

3 Restoration and framing contingent cover

If a professional conservator restorer or framer causes **Damage** to an item insured whilst working upon it **We** may pay the reasonable cost of repair and **Depreciation** directly caused by such **Damage**

Provided that

- a. **You** use a professional conservator restorer or framer who has Public Liability and Professional Indemnity insurance in force which
 - i. provide cover for the work to be carried out
 - ii. provide a limit of indemnity no less than £1,000,000
- b. **We** will only be liable for the cost of repair and **Depreciation** in excess of the amount payable by the professional conservator restorer or framers' own insurances

The 'Processing' exclusion does not apply to this extension

Cover Limit

The most **We** may pay is

- a. the sum insured for each item or £1,000,000 whichever is the less and
- b. £1,000,000 in total in the **Cover Period**

4 Work in progress

The limit provided by this extension is in addition to the sums insured shown in the **Certificate of Entry**

We may indemnify **You** for **Your** irrecoverable expenses in respect of **Art** whilst away from the **Premises** which has been commissioned by **You** but which has not been completed due to

- a. the death of the person commissioned by **You** or
- b. **Damage** by any cause not otherwise excluded

Provided that

- i. the **Art** is not otherwise insured and
- ii. the expenses cannot be recovered elsewhere

Cover Limit

The most **We** may pay is £50,000 in total in the **Cover Period**

5 Emergency evacuation

The reasonable cost with **Our** prior consent of moving **Your Art** to and from and keeping them in secure storage if

- a. **Your Premises** become unoccupied due to sudden **Damage** to **Your Premises** or
- b. a statutory or regulatory body prohibits occupation or use of **Your Premises**

Cover Limit

The most **We** may pay is £50,000 in total for any one event causing an evacuation

6 Uneconomic costs of restoration

The limit provided by this extension is in addition to the sums insured shown in the **Certificate of Entry**

We may indemnify **You** for the costs of restoration following partial **Damage** to an item of **Art** where such costs exceed the sum insured of the item

This extension does not apply where the Basis of settlement is 'Repair and restoration'

Cover Limit

£100,000 in total in the **Cover Period**

7 Extended replacement cost

The limit provided by this extension is in addition to the sums insured shown in the **Certificate of Entry**

If at the time of **Damage**

- a. **You** hold a professional valuation which is less than three years old and includes the item of **Art** and
- b. the sum insured for the item of **Art** reflects this valuation

We may pay **You** the value of the item of **Art** at the time of the **Damage** even if this is more than the value shown in the professional valuation

This extension does not apply where the Basis of settlement is 'Repair and restoration'

Cover Limit

30% of the sum insured for each item of **Art** and £250,000 in total in the **Cover Period**

Conditions

1 Art – Loaned items

- a. For the purpose of this policy the values of any **Art** loaned to **You** should be agreed between **You** and the owner before the loan is accepted and should be documented in a Loan Agreement complying with paragraph b. below

Anything first loaned to **You** after the inception of this policy with no Loan Agreement will not be covered under this policy unless specifically agreed by **Us** in writing

- b. Loan Agreements must incorporate the following
 - i. the name of the owner
 - ii. a statement specifying which party will be responsible for any loss or damage and when risk transfers
 - iii. a description of each item of **Art** loaned
 - iv. the stated loan value of each item of **Art** but **We** will not pay more than the **Market Value** of the item

2 Consignment of art

Items of **Art** loaned to **You** must not be given to any third party without the written approval of the owner of the **Art**

If there is a breach of this condition **We** will not pay any claim arising whilst the **Art** is out of **Your** possession (with the exception of specialist transporters art handlers conservators framers and specialist photographers)

3 Transit

If **You** fail to comply with the following condition or any part of it **We** will not cover any loss or **Damage** that arises unless **You** can prove that the non-compliance did not cause or contribute to the loss

It is a condition precedent to **Our** liability that when property insured is being transported

- a. all items must be packed securely and adequately (given the nature of the item and how it is being transported)
- b. and the combined value of all items is less than £10,000 the following will apply for unattended vehicles
 - i. The vehicle must be locked at all points of access and alarmed
 - ii. The property insured must be out of sight in a locked compartment or locked boot within the vehicle
- c. and the combined value of all items exceeds £10,000 the following will apply
 - i. For transits by air the property insured must
 1. be transported by **You** or **Your** employee as hand luggage and at all times be kept in sight or
 2. be transported as air cargo with enhanced security control by the airline
 - ii. For transits by road the property insured must either
 1. be transported by **You** or **Your** employee in a vehicle under the control of **You** or **Your** employee kept out of sight at all times and all entry points of the vehicle must be locked **We** will not cover the property insured in unattended vehicles or
 2. be transported by a professional Fine Art carrier

For any other transit not detailed above **You** must inform **Us** in advance and **We** must agree in writing to the security in place during transit

4 Salvage

Following payment of the full amount insured for any **Art** ownership passes legally to **Us**

Any **Art** that is the subject of a claim must be retained unless otherwise agreed by **Us** in writing (this replaces the 30 day period stated in the Policy condition 'Claims duties – Your duties')

Section 3 – Equipment breakdown

Your **Certificate of Entry** will show if this section is included in **Your Cover**

Definitions

Words in bold type in this section or the **Certificate of Entry** have the meaning shown below

Accident(s)

means

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 **Covered Equipment** operating under steam or other fluid pressure
4. **Damage** to hot water boilers other water heating equipment oil or water storage tanks caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
5. **Damage** caused by operator error that results in the overloading of **Covered Equipment**

Biomass and Biogas Installations

means any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant including anaerobic digesters storage tanks augers screeners scrubbers boilers gas engines generators heat exchangers pumps and motors

Breakdown

means

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
4. **Electronic Derangement**

Collapse

means 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

means

1. electronic computer or other data processing and/or storage equipment
2. projectors printers scanners and other peripheral devices used in conjunction with 1.
3. software and programs licensed to **You** and installed on 1.
4. **Portable Computer Equipment**
owned by **You** or for which **You** are responsible

Covered Equipment

means equipment at the **Premises** owned by **You** or for which **You** are responsible

1. which is built to operate under vacuum or pressure (other than the weight of its contents) or
2. that generates transmits stores or converts energy or
3. comprising **Computer Equipment**

Excluding

- a. any supporting structure foundation masonry brickwork or cabinet
- b. any insulating or refractory material
- c. any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which are included but not the actual vehicle)
- d. self-propelled plant and equipment (other than fork lift trucks and pallet trucks used by **You** at **Your Premises**) dragline excavation or construction equipment
- e. equipment manufactured by **You** for sale
- f. safety or protective devices due to their functioning
- g. tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
- h. any electronic equipment (other than **Computer Equipment**) used for research diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of £30,000
- i. any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kW or photovoltaic equipment less than 50kW
- j. any **Biomass and Biogas Installation**
- k. any **Hydroelectric Installation**

Cyber Event

means

1. a failure of electronic equipment to correctly recognise process or store any data
2. a hostile malicious illegal or transgressive act committed through electronic systems including but not limited to
 - a. a virus (a program code programming instruction or any set of instructions intended to damage interfere with or have a negative effect on computer programs data or operations)
 - b. hacking (unauthorised access to any computer or other electronic equipment)
 - c. a denial of service attack (any actions or instructions intended to damage interfere with or affect the availability or performance of networks network services network connectivity or telecommunication systems)

Electronic Derangement

means malfunction of the **Computer Equipment** or electronic circuitry controlling or operating the **Covered Equipment** that is not accompanied by visible **Damage** and requires replacement of one or more insured components of the **Covered Equipment** in order to restore it to its normal operation

Excluding

1. the rebooting reloading or updating of software or firmware
2. the incompatibility of **Covered Equipment** with any software or equipment installed introduced or networked within the previous 30 days
3. the **Covered Equipment** being of insufficient size specification or capacity
4. loss or **Damage** caused by a **Cyber Event**

Explosion

means 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

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

Hydroelectric Installations

means any equipment machinery dam and weir used in connection with running a hydroelectric power station including turbines sluice gates screens screeners pumps motors generators gearboxes engines alternators and associated equipment including any sub-station and distribution transformer switchgear meter cabling telecommunication and monitoring device building and converter housing (including fixtures and fittings) and security equipment

Media

means all forms of electronic magnetic and optical tapes and discs for use in any **Computer Equipment**

Portable Computer Equipment

means

1. laptops palmtops and notebooks
2. personal digital assistants (PDAs)
3. projectors printers scanners and other peripheral devices which are designed to be carried and used in conjunction with other **Portable Computer Equipment**
4. removable satellite navigation systems
5. digital cameras
6. smartphones

owned by **You** or for which **You** are responsible

Service Provider

means a business that **You** have hired under a written contract to perform services on **Your** behalf in connection with the **Business**

Transit

means the loading unloading and movement of **Covered Equipment** other than by air or sea unless the sea transit is by roll-on/roll-off ferry

Cover

We may indemnify **You** in respect of **Damage** to **Covered Equipment** arising from an **Accident** happening during the **Cover Period**

Limit of liability

Our liability in the **Cover Period** shall not exceed the sum insured under the appropriate section of material damage insurance provided by this **Cover** for each item of **Covered Equipment** nor in all the total sum insured subject to the following maximum limits

The total amount **We** may pay in respect of this section shall not exceed £5,000,000 in the **Cover Period**

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**

Basis of settlement

We may pay up to the value of **Covered Equipment** at the time of the **Damage** or at **Our** option repair, reinstate or replace the **Covered Equipment** in accordance with the following

Reinstatement

Subject to the following special conditions the basis upon which the amount payable in respect of **Covered Equipment** is to be calculated shall be the reinstatement of the **Covered Equipment** that is the subject of an **Accident**

For this purpose 'reinstatement' means

1. the replacement of **Covered Equipment** that is the subject of an **Accident** which provided **Our**
 - a. liability is not increased may be carried out
 - b. in any manner suitable to **Your** requirements
 - c. upon another site
2. the repair or restoration of **Covered Equipment** that is the subject of an **Accident**

In the case of 1. or 2. to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special conditions

- i. **Our** liability for the repair or restoration of **Covered Equipment** that is the subject of an **Accident** shall not exceed the amount payable for replacement of the **Covered Equipment**
- ii. No payment beyond the amount which would have been payable in the absence of this basis of settlement shall be made
 1. unless reinstatement commences and proceeds without unreasonable delay
 2. until the cost of reinstatement shall have been actually incurred
- iii. **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner
We shall not pay more than the sum covered in respect of any one of the items insured
- iv. All the terms and conditions of the **Cover** shall apply
 1. in respect of any claim payable under this basis of settlement except in so far as they are varied hereby
 2. where claims are payable as if this basis of settlement had not been incorporated

Extensions

The **Cover** provided by this section is extended to include the following

These extensions do not increase the maximum liability of £5,000,000 for the **Cover Period**

1 Away from the premises

Damage from an **Accident** to **Covered Equipment**

- a. during **Transit** anywhere in the **Geographical Limits**
- b. temporarily removed from the **Premises** to anywhere in the **Geographical Limits**
 - i. whilst in **Your** custody or control or
 - ii. for the purpose of repair replacement restoration service or modification
- c. for **Portable Computer Equipment** at any location or in **Transit** anywhere in the world

Cover Limit in respect of c.
 £5,000 any one **Accident**

2 Reinstatement of data and computer increased costs of working

- a. Unless otherwise excluded **We** may pay the costs **You** incur in reinstating data that is lost or damaged as a consequence of an **Accident** to **Covered Equipment**

Providing that

- i. **Our** liability is limited solely to the cost of reinstating data onto **Media**
- ii. **We** shall not be liable for loss or damage to software

Cover Limit

£50,000 any one **Accident**

- b. In addition **We** may pay costs necessarily and reasonably incurred by **You** for the sole purpose of avoiding or diminishing the resulting interruption or interference to **Your** computer operations

Cover Limit

£50,000 any one **Accident**

3 Business interruption

If the Business interruption section of this **Cover** is operative **We** may pay to **You** in respect of each item in the Business interruption schedule the loss occurring during the indemnity period (as defined in the Business interruption section) following an **Accident** to **Covered Equipment** that results in the **Business** being interrupted or interfered with

Our liability shall not exceed the sum insured for each item nor in all the total sum insured and in any event **Our** maximum liability shall not exceed £100,000 in the **Cover Period**

Excluding

- i. any loss resulting from the Damage to own surrounding property extension
- ii. any delay in resuming operations resulting from the need to reconstruct or re-input data or programs on **Media** nor the costs incurred in so doing where **You** have not fully complied with the Back-up records condition

4 Hazardous substances

Following an **Accident** **We** may also pay the additional cost to repair or replace **Covered Equipment** which has been contaminated by a **Hazardous Substance**

This includes any additional expenses incurred to clean up or dispose of such property

Cover Limit

£10,000 any one **Accident**

5 Expediting expenses

Reasonable costs necessarily incurred by **You** to make temporary repairs and expedite permanent repairs or permanent replacement of damaged **Covered Equipment**

Cover Limit

£20,000 any one **Accident**

6 Legislation and Public Authorities

(Including undamaged portions)

If in force the Legislation and Public Authorities extension of the Property damage section of this **Cover** applies to **Covered Equipment** damaged as a result of an **Accident**

7 Damage to own surrounding property

We shall be liable for **Damage** to property at the **Premises** belonging to **You** or in **Your** custody and control and for which **You** are responsible directly resulting from the **Explosion** or **Collapse** of any **Covered Equipment** operating under steam pressure

Cover Limit

£2,000,000 any one **Accident**

8 Hire of substitute item

If **Covered Equipment** is damaged as a result of an **Accident** **We** shall be liable for the cost of hire charges actually incurred by **You** during the **Cover Period** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged

Cover Limit

£10,000 any one **Accident**

9 Storage tanks and loss of contents

Damage caused by an **Accident** to oil storage tanks or water tanks including connected pipework belonging to **You** or for which **You** are responsible at the **Premises**

In addition this extension covers loss of the contents of oil storage tanks caused by

- a. escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an **Accident**
- b. contamination - contamination of the contents of oil storage tanks caused by or resulting from an **Accident** including cleaning costs incurred as a result of such loss

Cover Limit

£10,000 any one **Accident**

10 Debris removal

Following an **Accident** to **Covered Equipment** **We** may pay the costs necessarily incurred for

- a. the removal of debris and
- b. the protection of the **Covered Equipment**

Cover Limit

£25,000 any one **Accident**

11 Repair costs investigation

We may pay the costs incurred with **Our** prior written consent relating to repair investigations and tests by consulting engineers for **Damage** to **Covered Equipment** following an **Accident**

We shall not be liable for costs incurred in preparing a claim under this **Cover**

Cover Limit

£25,000 any one **Accident**

12 Public relations costs

We may pay reasonable costs necessarily incurred by **You** with **Our** prior written consent for the services of a professional public relations firm to assist **You** in creating and disseminating communications to

- a. the media
- b. the public
- c. **Your** customers and clients

following a claim accepted under the Business interruption extension

13 Additional access costs

If the Business interruption section of this **Cover** is operative **We** may pay reasonable costs necessarily incurred in order to gain access to repair or replace **Covered Equipment** following an **Accident**

Cover Limit

£20,000 any one **Accident**

14 Energy efficiency improvements

We may pay the additional costs incurred with **Our** prior written consent to replace the damaged **Covered Equipment** following an **Accident** with similar equipment that is

- a. better for the environment
- b. safer and
- c. more efficient

than the **Covered Equipment** being replaced

Cover Limit

25% of the new replacement cost of the damaged **Covered Equipment** or £25,000 whichever is less any one **Accident**

Exclusions

We shall not be liable for

1. **Equipment testing**
Damage caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
2. **Gradual developing cause**
Depletion deterioration corrosion erosion wear and tear or other gradually developing conditions but if **Damage** from an **Accident** results **We** shall be liable for that resulting **Damage**
3. **Maintenance agreements warranty or guarantee**
Damage which is recoverable under a maintenance agreement warranty or guarantee
4. **Correction by maintenance**
Damage caused by any condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenance but if **Damage** from an **Accident** results **We** shall be liable for that resulting **Damage**

5. **Cyber event**

Any loss or **Damage** caused by a **Cyber Event**

6. **Electronic risks**

Any loss of or **Damage** to data or **Media** caused by

- a. programming error or programming limitation
- b. loss of data (other than as specifically provided for under any Reinstatement of Data and Computer
- c. Increased Costs of Working extension of cover)
- d. loss of access
- e. loss of use
- f. loss of functionality

7. **Cessation or reduction in trading**

Any claim or cost or loss caused by or resulting from **Your** commercial decision to stop trading or the decision of a **Service Provider** to stop or reduce trade with **You** or restrict their services

Condition

Back up records

If **You** fail to comply with the following condition or any part of it **We** will not cover any loss or **Damage** that arises unless **You** can prove that the non-compliance did not cause or contribute to the loss

It is a condition precedent to **Our** liability that **You** must

1. back-up original data at least every 7 days and
2. maintain at least one generation of verified back-up computer records and
3. keep one copy off site (this may include cloud storage) and
4. take precautions to make sure that all data is stored safely

Section 4 – Business interruption

Your **Certificate of Entry** will show if this section is included in **Your Cover**

Definitions

Words in bold type in this section or the **Certificate of Entry** have the meaning shown below

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)

Basis of settlement

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**

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 - damage

Access to or use of the **Premises** being prevented or hindered by **Damage** to neighbouring property

Excluding

1. any loss covered under Extension 2 Utilities
2. any period when access to the **Premises** was not prevented or hindered

Cover Limit

£500,000 any one claim

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 133⅓% 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

Exclusion

We do not give **Cover** for 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 Food poisoning, defective sanitation, vermin, murder and suicide

Definition for this extension

Vermin

means any wild animals birds and insects (whether they have protected status or not) that are known to cause **Damage** or carry disease

The prevention or restriction of access to or closure of the **Premises** on the order or advice of the Police Environmental Health or other similar enforcement agency as a direct consequence of

1. any injury or illness sustained by any person arising from or traceable to food or drink provided at the **Premises**
2. any accident causing defects in drains or other sanitary arrangements at the **Premises**

3. any discovery of **Vermin** at the **Premises**
4. murder rape or suicide at the **Premises**

Provided that

- i. **We** will only be liable for the loss arising at premises you occupy and which are directly affected by the occurrence discovery or accident
- ii. extensions which deem **Damage** at other locations to be **Damage** at the **Premises** shall not apply to this cover

Excluding any costs incurred in the cleaning repair replacement recall or checking of property

The maximum indemnity period for this extension will not exceed three months beginning from the date on which the restrictions on the **Premises** are applied

Cover Limit

Our liability under this extension in respect of any one occurrence discovery or accident shall not exceed the lesser of £250,000 or 25% of

- a. the sum insured by the items or
- b. the limit of **Our** liability by 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

14 Prevention of access – non-damage within 1 mile of the premises

The prevention of access to the **Premises** as a direct consequence of

1. murder suicide or rape (including attempted murder suicide or rape)
2. a road traffic collision
3. a gas or water leak

Excluding any loss or any period of loss

- i. where the incident as described above is greater than 1 mile from the **Premises**
- ii. where police or fire and rescue services or a recognised utility company do not impose a cordon or restriction that prevents access
- iii. where access is hindered but not prevented
- iv. following a road traffic collision where access is prevented whilst awaiting or during highway repairs
- v. caused by consisting of or contributed to by or arising from pollution or contamination
- vi. of less than 8 hours
- vii. more specifically insured by any other extension of this **Cover**

The maximum **Indemnity Period** under this extension will not exceed 1 month

Cover Limit

£50,000 any one claim and in total in the **Cover Period**

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 5 – Liabilities

Your Certificate of Entry will show if this section is included in **Your Cover**

Definitions

Words in bold type in this section or the **Certificate of Entry** have the meaning shown below

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

means physical injury psychiatric 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**

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 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.

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

Ecclesiastical Insurance Office plc
Benefact House,
2000 Pioneer Avenue,
Gloucester Business Park,
Brockworth,
Gloucester,
GL3 4AW

Tel: 0345 777 3322
Email: complaints@ecclesiastical.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

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

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**

The **Insurer** will 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 the **Insurer** will 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 the **Insurer** alleges 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 the **Insurer** which the **Insurer** would not have agreed 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

The **Insurer** will 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 the **Insurer** agrees to make under this extension is conditional upon the judgment being assigned to **Us** by the **Employee** or their personal representatives

Road traffic legislation exclusion

The **Insurer** does 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, penalties or exemplary damages
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

Limit

£1,000,000 in the **Period of Insurance**

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 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 **You** are legally liable to pay as compensation and costs

Exclusion

We do not give **Cover** under this extension for legal liability that results from anything **We** do not give **Cover** for under this Section 5 Liabilities

Public and products liability exclusions

We do not give **Cover** for

1. **Professional services**
any liability connected with any error or omission in the provision of professional services
2. **Injury to employees**
any liability arising from **Bodily Injury** to any **Employed Person** caused in connection with the **Business**
3. **Property in your custody**
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 **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. Vehicles and crafts

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. Pollution or contamination

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. Advice

any liability arising from advice, design or specification provided whether given for a fee or not

7. Product defects and recall

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. Contractual liability

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. Defective Premises

the costs of remedying any defect or alleged defect in premises **You** used to own

10. Fines or penalties

- a. fines or penalties
- b. liquidated damages
- c. any compensation awarded by a court of criminal jurisdiction
- d. multiplied aggravated exemplary or punitive damages

11. Premises in and Products exported to North America

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

12. **Products incorporated in craft vehicles and plant**

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

13. **Overseas work**

any liability caused by or arising from any work undertaken outside of the **Geographical Limits** but this exclusion shall not apply to

- (a) the supervision or execution of any manual work undertaken within the European Union
- (b) non-manual work undertaken in any country provided the Foreign Commonwealth and Development Office has not advised against all travel or all but essential travel

14. **Asbestos**

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

15. **Fear of asbestos**

any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **Asbestos**

16. **Contract clauses**

any liability arising from damage to property where works carried out at the **Premises** are subject to clause 22c. of the Joint Contracts Tribunal or any similar contract clause

17. **Terrorism**

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) sports stadia or exhibition venues where attendance may exceed 30,000 people at any one time

18. **Cyber**

no indemnity will be provided in respect of 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** regardless of any other cause or event contributing concurrently or in any other sequence thereto

This exclusion will not apply to legal liability to pay damages and legal costs resulting from

- a. liability caused by or arising out of a **Cyber Act** or a **Cyber Incident** that results in **Injury** to third parties or physical damage to third party **Property**
- b. liability arising under the Data protection extension

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 **Your** officers, directors, trustees or partners £500
2. Any **Employee** £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 6 – Trustee and management liability

Your **Certificate of Entry** will show if this section is included in **Your Cover**

Definitions

Words in bold type in this section or the **Certificate of Entry** have the meaning shown below

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 1., 2. or 3. 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**

Exclusions

We do not give **Cover** for

1. **Prior and pending**
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. **Other insurance**
any claim where **You** are entitled to indemnity from any other source or would be entitled but for the **Cover** under this section
3. **Best interests**
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. **Fraud and malicious acts**
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. **Fines or penalties**
any fine, penalty or exemplary or punitive damages other than exemplary damages awarded in an action for libel or slander
6. **Legal jurisdiction**
any claim for which legal action is brought outside the **Geographical Limits** or the European Union, Channel Islands or Isle of Man
7. **Property damage Intellectual property rights Injury and Professional service**
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. **Pollution and asbestos**

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. **Cyber**

No indemnity will be provided in respect of

- (a) 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** regardless of any other cause or event contributing concurrently or in any other sequence thereto
- (b) 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**

However this exclusion shall not apply to claims for legal liability under Cover 2(a) Trustees' and management liability arising from a **Wrongful Act** of

- (a) any **Trustee** when carrying out any duty as **Trustee** or
- (b) any **Employee** when acting on behalf of the **Trustee** when carrying out any duty of the **Trustee**

involving access to processing of use of or operation of any **Computer System** or **Data**

10. **Failure to insure**

any claim arising from **Your** failure to arrange or maintain insurance or other indemnity for the **Organisation, Related Body** or **Trustee**

11. **Personal guarantee or agreement**

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

12. **Pension**

any claim resulting directly or indirectly from **You** acting in the capacity as trustee or administrator of any pension or retirement fund or scheme

13. **Takeover or merger**

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

14. **Breach of contract or trading losses**

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**

15. **Terrorism**

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**

16. **Products**

any actual or alleged legal liability for loss directly resulting from anything manufactured, sold or supplied by the **Organisation, Related Body** or **Trustee**

17. **Employment Disputes**

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 **You** 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 7 – Money and assault

Your **Certificate of Entry** will show if this section is included in **Your Cover**

Definitions

Words in bold type in this section or the **Certificate of Entry** have the meaning shown below

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

Cover

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

Exclusions

We do not give **Cover** for loss

1. **Deception**
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. **Professional carrier**
whilst the **Money** is in the custody or control of a professional carrier

3. **Transit by unregistered post**
during transit by unregistered post
4. **Unattended vehicle**
from an unattended vehicle
5. **Errors or unexplained shortage**
due to clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques or to the use of counterfeit **Money**
6. **Unattended and unlocked rooms**
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. **Credit or debit card sales vouchers**
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

Special conditions

1 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**

2 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

Cover

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

Exclusions

We do not give **Cover** for **Bodily Injury**

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

Special conditions

1 Later accident

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 Benefit payments

We may pay benefit for **Permanent Total Disablement** following benefit for **Temporary Total Disablement** or **Temporary Partial Disablement**

3 Same accident

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 Discharge of liability

A receipt given by **You** or **Your** legal personal representatives shall be a valid discharge of **Our** discretionary indemnity under this section

5 Agreed total

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 8 – Fidelity

Your **Certificate of Entry** will show if this section is included in **Your Cover**

Definitions

Words in bold type in this section or the **Certificate of Entry** have the meaning shown below

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 Minimum standards of control

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 unpresented 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 References

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 Employees' money and recoveries

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 Limit of indemnity

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**

Exclusion

Loss of interest and consequential loss

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

Section 9 – Goods in transit

Your **Certificate of Entry** will show if this section is included in **Your Cover**

Definitions

Words in bold type in this section or the **Certificate of Entry** have the meaning shown below

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**

The most **We** may pay in any one **Cover Period** is shown in **Your Certificate of Entry**

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

Basis of settlement

1 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

2 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

Exclusions

We do not give **Cover** for

1. **Inadequate packing**
Damage caused by or arising from packing inadequate to withstand normal handling during transit
2. **Excluded items**
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. **Excluded causes**
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. **Open vehicles**
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**
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. **Theft restrictions**

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 10 – Personal accident

Your Certificate of Entry will show if this section is included in **Your Cover**

Definitions

Words in bold type in this section or the **Certificate of Entry** have the meaning shown below

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. **Loss of Limb(s) or Loss of Eye(s)**
£2,500
3. **Permanent Total Disablement**
£2,500
4. **Temporary Total Disablement**
£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

Exclusions

We shall not be liable for **Accidental Bodily Injury**

- (1) arising from
 - (a) **Suicide psychiatric conditions pregnancy childbirth intoxication and the influence of drugs**
any consequence of 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
 - (b) **Pre-existing health problems**
any health problem which **You** or the **Insured Person** know of or should have known about at the start of the insurance or when it was renewed and which has not been accepted by **Us** in writing
 - (c) **Needless peril**
wilful exposure to needless peril (except in an attempt to save human life)
 - (d) **Excluded activities**
any **Insured Person** taking part in practising or training for any of the following excluded activities
 - Aqualung diving
 - Flying (except as a fare-paying passenger) hang-gliding or parachuting
 - Hunting on horseback polo showjumping or steeple chasing
 - Driving riding or sailing in any kind of race
 - Riding motor cycles or motor scooters as a driver or passenger
 - Winter sports other than curling or ice-skating
 - Football (other than amateur Association) or rugby football
 - Mountaineering cliff or rock climbing abseiling subterranean or elastic rope sports or activities
 - Any pursuit or activity involving personal danger or hazard
 - Playing in any sport professionally
 - Service in the armed forces
- (2) **Age limit**
sustained by any person under the age of 16 years or to any person after the expiry of the period of insurance in which that person attained the age of 80 years
- (3) **Terrorism**
directly or indirectly caused or contributed to by an **Act of Terrorism** involving the use or release or the threat thereof 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 by this policy the burden of proving the contrary shall be upon **You**
- (4) **Travel against advice**
travel to a destination to which the Foreign Commonwealth and Development Office (FCDO) has advised against all or all but essential travel before the journey commences

Cover limits

The maximum amount we will pay in respect of all benefits under this policy in respect of all **Covered Persons** involved in the same accident shall not exceed £2,500,000 unless otherwise noted in the **Certificate of Entry**

In the event that the amount of all benefits payable exceeds the maximum accumulation limit our liability in respect of each **Covered Person** shall be proportionately reduced until the total does not exceed that limit

Special conditions

1 Later accident

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 Benefit payments

We may pay a benefit for **Permanent Total Disablement** following benefit for **Temporary Total Disablement**

3 Same accident

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 Discharge of liability

A receipt given by **You** or **Your** legal personal representatives shall be a valid discharge of **Us**

5 Compensation and periodic payments

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 11 – Loss of licence

Your **Certificate of Entry** will show if this section is included in **Your Cover**

Definitions

Words in bold type in this section or the **Certificate of Entry** have the meaning shown below

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. **Compulsory purchase order**
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. **Alteration in law**
any **Cancellation** of **Licence** which results from any alteration in the law

3. **Condition and use of the Premises**

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. **Non-compliance**

any direction or requirements of the licensing or other authority which are not complied with

5. **Bankruptcy**

Your bankruptcy or insolvency

Section 12 – Professional indemnity

Your Certificate of Entry will show if this section is included in **Your Cover**

*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

Words in bold type in this section or the **Certificate of Entry** have the meaning shown below

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 2a. 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 King'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**

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 2b.
- 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 2a. is £250,000 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 2b., 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 2a. 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 2a. 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 Employee | £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 is £15,000 in any one **Cover Period**

Exclusions

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

1. **Prior and pending**
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. **Injury**
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. **Treatment**
bodily injury, sickness, disease, emotional distress, mental anguish, mental stress or the death of any person receiving medical advice diagnosis or treatment
4. **Abuse**
any actual or alleged physical abuse, sexual harassment or sexual molestation
5. **Property damage**
any **Damage** to or destruction or loss of any property (except under Cover 1b. and Cover 2a.) including loss of use unless directly caused by a **Wrongful Act**
6. **Trading losses**
trading losses or trading liabilities incurred by **You** or any business managed by or carried on by **You** or on **Your** behalf

7. **Fines or penalties**

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. **Dishonest or fraudulent acts of directors and trustees**

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. **Dishonest and fraudulent act of employees**

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. **Directors and offices liability**

any liability **You** have as a director, officer and/or trustee in **Your** respective capacity as a director, officer and/or trustee

11. **Asbestos**

any actual or alleged liability whatsoever directly or indirectly arising out of resulting from or in consequence of or in any way involving or connected with **Asbestos** or any materials containing **Asbestos** in whatever form or quantity

12. **Vehicles and crafts**

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. **Legal jurisdiction**

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. **Contractual liability**

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. **Financial interest**

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. **Employer obligations**

any breach of any obligation owed by **You** as an employer to any **Employee** or former **Employee** or applicant for employment

17. **Products**

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. **Intellectual property infringement**

any passing-off or infringement of copyright, design right, registered design, trademark or patent

19. **Retroactive date**

any act, error or omission committed or any loss suffered or costs incurred or any liability arising prior to the retroactive date

20. **Insolvency or bankruptcy**

Your insolvency or bankruptcy

21. **Cyber**

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. **Malicious cyber**

- (a) 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** regardless of any other cause or event contributing concurrently or in any other sequence thereto
- (b) 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**

Notwithstanding the above no cover otherwise provided under Cover 1(a) for **Claims** arising from **Wrongful Acts** committed in the conduct of **Your Business** shall be restricted solely due to the use of a **Computer System** or **Data**

23. Investments

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. Documents

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

clinical trials and/or the administration of drugs and/or medicines

26. Other insurances

any matter in respect of which indemnity is provided by any other cover or insurance

27. Terrorism

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

Risk advice line

(Provided by Ecclesiastical professionals or external specialists)

This helpline is available Monday to Friday 9am to 5pm

 **Tel: 0345 600 7531**

 **Email: risk.advice@ecclesiastical.com**

Risk specialists are on hand to advise you on a range of topics, including:

- ▶ Property protection, security, business continuity planning
- ▶ Health and safety, food safety, environmental management
- ▶ Construction safety, fire safety, occupational health, water safety or asbestos

Please make sure that you are able to give your Certificate of Entry number shown on your Schedule of Mutual Covers.

How do I make a complaint?

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
7-9 Church Road
Lytham
Lancashire
FY8 5LH

Tel: 07542 735203

Email: jknight@towerinsurancebrokers.co.uk

Or

Tel: 01253 542935 / 07542 335022

Email: agreaves@towerinsurancebrokers.co.uk

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 handling procedure does not affect **Your** right to take legal proceedings.

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
7-9 Church Road
Lytham
Lancashire
FY8 5LH

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/redecoration 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.

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

How we use your data

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: <https://www.masonicmutual.com/privacy-notice>

Any personal information provided to the **Mutual's** supporting **Insurer** will be processed by the **Insurer** in compliance with all applicable laws and regulations and in accordance with their Privacy Notice. For further information on how your personal data is used and your rights in relation to your personal data, please refer to the **Insurers'** Privacy Policy at www.ecclesiastical.com/privacypolicy or contact the **Insurers'** Data Protection Officer at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or email compliance@ecclesiastical.com.

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.

The Masonic Mutual Limited is a company registered in England and Wales with registered number 9085809 and its registered office at 7-9 Church Road, Lytham, Lancashire, FY8 5LH

The Masonic Mutual Limited (FRN: 625738) is an appointed representative of Tower Insurance Brokers Ltd with registered number 10691863 which is authorised and regulated by the Financial Conduct Authority, FRN 805562.