

AGENDA Finance Committee 19th May 2025- FIN _____	2
AGENDA ITEM 03c- Finance Committee Scheme of delegation _____	5
AGENDA ITEM 07a- Insurance Policy Schedule _____	6
AGENDA ITEM 07a- Insurance renewal schedule against Asset Register ____	22
AGENDA ITEM 07a- Employers Liability insurance Certificate _____	24
AGENDA ITEM 07a-Notice to Policyholder _____	25
AGENDA ITEM 07a- Policy Wording _____	32
AGENDA ITEM 07a- Public Liability Insurance Letter _____	153
AGENDA ITEM 07a- Renewal Quote Pack - UPY8DN - 08052025 154349 ____	154
AGENDA ITEM 07a- Email to cyber insurance company regarding changes to schedule _____	196
AGENDA ITEM 07a- Notice to Policy Holders _____	198
AGENDA ITEM 07a- GDPR Intro _____	202
AGENDA ITEM 07a-OSR MFA Guide _____	203
AGENDA ITEM 07b- Avast Cloud Care Withdrawal email _____	208
AGENDA ITEM 07b- Avast Withdrawal v3 _____	210
AGENDA ITEM 07b- Business Antivirus next steps _____	211
AGENDA ITEM 07c & e- Zurich insurance invoice for parish insurance ____	213
AGENDA ITEM 07c & e- Cyber Insurance quotation _____	215
AGENDA ITEM 08- Earmarked Reserves _____	235
AGENDA ITEM 10a- Invoice for Melksham Christmas Lights _____	236



## MELKSHAM WITHOUT PARISH COUNCIL

Clerk: Mrs Teresa Strange

First Floor  
Melksham Community Campus,  
Market Place, Melksham,  
Wiltshire, SN12 6ES  
Tel: 01225 705700

Email: [clerk@melkshamwithout-pc.gov.uk](mailto:clerk@melkshamwithout-pc.gov.uk)  
Web: [www.melkshamwithout-pc.gov.uk](http://www.melkshamwithout-pc.gov.uk)

Tuesday 13<sup>th</sup> May 2025

To all members of the Council Finance Committee: Councillors John Glover (Chair of Council), David Pafford (Vice Chair of Council), John Doel, Chris Griffiths, Alan Baines, Richard Wood and Mark Blackham.

Dear Finance Committee members

You are invited to attend the **Finance Committee meeting** which will be held on **Monday 19<sup>th</sup> May 2025 at 8.30pm (following the Planning Committee)** at **Melksham Without Parish Council Offices (First Floor), Melksham Community Campus, Market Place, SN12 6ES** to consider the agenda below:

**TO ACCESS THE MEETING REMOTELY, PLEASE FOLLOW THE ZOOM LINK BELOW. THE LINK WILL ALSO BE POSTED ON THE PARISH COUNCIL WEBSITE WHEN IT GOES LIVE SHORTLY BEFORE 7PM.**

**Click link here:**

<https://us02web.zoom.us/j/2791815985?pwd=Y2x5T25DRlVWVU54UW1YWWE4NkNrZz09&omn=85053406603>

Or go to [www.zoom.us](http://www.zoom.us) or Phone 0131 4601196 and enter: **Meeting ID: 279 181 5985**  
**Passcode: 070920.** Instructions on how to access Zoom are on the parish council website [www.melkshamwithout-pc.gov.uk](http://www.melkshamwithout-pc.gov.uk). If you have difficulties accessing the meeting please call (do not text) the out of hours mobile: 07341 474234

To access the agenda online please scan the below QR code.

**YOU CAN ACCESS THE AGENDA PAPERS HERE**

Yours sincerely

Teresa Strange, Clerk



Serving rural communities around Melksham

## **AGENDA**

1. **Welcome and Housekeeping**
2. To receive **Apologies and approval of reasons given.**
3. **Chairman & Vice Chair of Finance Committee for 2025/26**
  - a) To elect **Chair** of Finance Committee for 2025/26
  - b) To elect **Vice-Chair** of Finance Committee for 2025/26
  - c) To note Scheme of Delegation for the Finance Committee
4.
  - a) To receive **Declarations of Interest**
  - b) To consider for approval any **Dispensation Requests** received by the Clerk and not previously considered.
5. To consider holding items in Closed Session due to confidential nature Under the Public Bodies (Admission to Meetings) Act 1960, the public and representatives of the press and broadcast media be excluded from the meeting during consideration of business, where publicity would be prejudicial to the public interest because of the confidential nature of the business to be transacted.
6. **Public Participation**
7. **Insurance:**
  - a) To review and approve Insurance Cover for year commencing 1st June 2025 (including Cyber Security separate policy) and note as per the terms of the lease that Berryfield Village Hall's building insurance will be included in the parish insurance schedule.
  - b) To note correspondence from cyber insurance company advising that Avast CloudCare is being withdrawn when the current policy expires and consider next steps.
  - c) To consider quotation received for Insurance Cover and appoint provider (in final year of the three-year long-term agreement for parish insurance)
  - d) To agree amount to charge Berryfield Village Hall Trust for building insurance from 1st June 2025 to 31st May 2026.
  - e) To authorise payment for Insurance Cover commencing 1st June 2025 (under delegated powers)

8. **Reserves:** To note funds held in the elections reserve and consider whether this amount is required to be left in there following the elections or whether it could be used for another project.
9. **Bowerhill Sports Field:**
  - a) To consider charge for youth organisation tournament being held on the weekend of 14<sup>th</sup> & 15<sup>th</sup> June.
10. **Partnership Working:**
  - a) To note invoice received from Melksham Town Council for the parish council's agreed share towards the Melksham Christmas Lights and consider whether this should be paid now or nearer to the event.
  - b) To receive update on how much Melksham Town Council has in the CIL sharing pot for joint projects (if received).
  - c) To receive update on payment of Neighbourhood Plan expenses.

***Copy to: All Councillors***



**Finance Committee Scheme of delegation** (extract from Committee Structure and Terms of Reference)

**3.1. Finance Committee:** The Finance Committee will meet at least 3 times per year in May/June, March and January.

It will function to:

- a) Be responsible for all Council matters directly relating to finance and spending
- b) Prepare and monitor the Council budget (January)
- c) Recommend the Council precept, based on budget requirements (January)
- d) Ensure Council funds are managed and invested for maximum return
- e) Consider grant applications and allocate grant aid (March (February in an election year)
- f) Carry out an Annual Review of the Council Insurance Policy to ensure Council assets are properly insured and liabilities covered (May)
- g) Carry out an Annual Review of Financial Regulations (May/June) & Risk Register (May)
- h) Carry out a review of Year End Accounts, Audit requirements and Compliance to Transparency Code (May/June)
- i) Finance Committee members will sign cheques and authorise online banking payments in the office monthly and as required (2 signatories) in line with Financial Regulations.

Ms Marianne Rossi  
Melksham Without Parish Council  
1st Floor  
Melksham Community Campus  
Market Place  
MELKSHAM  
Wiltshire  
SN12 6ES

## Select for Local Councils Policy Schedule

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. The Policy, the Policy Schedule, any Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number	YLL-2720873563
Insured	Melksham Without Parish Council
Business	Parish / Town Council
Period of Insurance	
From	01 <sup>st</sup> June 2025
To	31 <sup>st</sup> May 2026
and any other period for which cover has been agreed.	

Renewal Premium	£ 4,117.15
-----------------	------------

Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.

Schedule Number	150572131
Long term agreement active until	01 <sup>st</sup> June 2026
Preparation Date	07 <sup>th</sup> May 2025
Prepared by	Ms Caroline Hopgood
Policy Form Reference	MLAACH09

### Policy Cover Declaration:

You, the Insured, are not aware of any known losses or events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

This is important information, please read it carefully and check that the facts given about you are correct and that we have included all the covers that you require. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.

## Statement of Fact

If you provide services or activities to children, or adults who are in need of care and support and therefore may be unable to protect themselves against abuse or neglect:

- Your organisation has not had any third-party inspections with a grading of Inadequate, Requires Urgent Improvement, Weak or Unsatisfactory
- You have in place a written safeguarding policy and accompanying procedures that clearly set out the actions to take in response to child and vulnerable adult abuse
- You carry out safer recruitment and selection processes that include the seeking of appropriate criminal records checks, alongside a renewal and update process
- All Employees and **volunteers** engaged in regulated activity and/or activity that brings them into contact with children or vulnerable adults receive safeguarding awareness training including refresher training
- You have one or more designated practitioners for safeguarding to support other practitioners in the organisation to recognise and respond to concerns about Abuse
- You retain employment records, safeguarding checks, safeguarding policies and procedures and safeguarding records for at least the prevailing regulatory best practice period.

If you provide services or activities to children, or adults who are in need of care and support and therefore may be unable to protect themselves against abuse or neglect, and you become non-compliant with any of the above statements, you must tell us, as it may affect your ability to claim under this policy.

## Important information

### Taking reasonable care

We require that you take reasonable care in managing your activities. Where appropriate this requires you to do the following:

- Keep written risk assessments for your key activities
- Keep written records of your staff and volunteer training. For example, manual handling training, or for use of tools and machinery
- Abide by any rules, guidelines or advice that is given to you by any relevant authority, such as a Local Authority, or the Health and Safety Executive

We want you to be confident about your insurance and understand what is required of you. Please contact us if you have any questions relating to the above.

## Lines of Cover applying

### Part A – Material damage

#### Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

#### Sums Insured

Premises Address	Buildings Sum Insured	Loss of Rent	Contents (a)	Contents (b)	Contents (c)	Contents (d)	Contents (e)	Contents (f)	Contents (g)
1. Bowerhill Sports Pavilion, Address, Sports Pavilion, Westinghouse Way, Bowerhill, Melksham, Wiltshire, SN12 6TL	£1,025,325.00	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2. Berryfield Village Hall, Address, Berryfield Village Hall, Telford Drive, Melksham, Wiltshire, SN12 6GF	£1,014,300.00	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

**For Premises: 1, 2**

**Insured Perils applicable to Material Damage: 1-16**

#### Excesses Applicable to Premises 1 & 2

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

Accidental Damage	£100
Theft	£100
Riot civil commotion and Malicious Persons	£250
Storm or Flood	£250
Escape of Water	£250
Falling Trees or Branches	£250
Subsidence	£1,000

**Operative Endorsements:** 1, 2, 3, 5, 6, 7, 8 & 9 (please refer to the Endorsement section of the policy wording)

**Part B – Business interruption**

Premises Address	Additional Expenditure	Indemnity Period (Months)	Loss of Data	Indemnity Period (Months)	Loss of Gross Revenue	Indemnity Period (Months)
All Premises	£10,000	12	N/A		£10,000	12

**For Premises: 1, 2**

**Insured Perils applicable to Business Interruption: 1-16**

**Operative Endorsements:**

None

## Part C – All risks

### Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other Contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer Equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

### Additional Items:

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the **territorial limits**.

Item Description	Sum Insured	Excess
Gates & Fences	£59,012.42	£250
Briansfield Shed	£7,987.61	£250
General & Pavilion Contents	£39,692.21	£250
Outside Equipment	£4,161.94	£250
Play Area Equipment	£517,822.20	£250
Sports Equipment	£55,686.17	£250
Street Furniture	£209,117.32	£250
Other Surfaces	£49,848.91	£250
Civic Regalia	£4,687.83	£250
RAF Commemorative Stone	£8,222.45	£250
Machinery	£1,358.28	£250

The excess stated applies to each and every loss.

**Operative Endorsements:** 1, 2, 3 & 7 (please refer to the Endorsement section of the policy wording)

## Part D – Money

	Limit any one loss
1. Loss of Non-Negotiable Money in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):	£250,000
2. Loss of other Money:	
(a) in transit in the custody of any <b>member</b> or <b>employee</b> or in transit by registered post (limit £250), or in a Bank Night Safe	£5,000
(b) in the private residence of any <b>member</b> or <b>employee</b>	£500
(c) in the <b>premises</b>	
(i) in the custody of or under the actual supervision of any <b>member</b> or <b>employee</b>	£5,000
(ii) in locked safes or strongrooms	£5,000
(iii) in locked receptacles other than safes or strongrooms	£500

**Excess:** £50 each and every loss

**Personal Accident Assault Limits:** Stated in Section 3(c) of the policy wording

### Operative Endorsements:

1. In respect of **Section 1 – Special Definitions**, the definition of Person Insured is extended to include any person between the ages of 16 and 90.



**Part E – Public liability**

**Limit of Indemnity:** £12,000,000

**Operative Endorsements: None**

**Part F – Hirers' liability**

**Limit of Indemnity:** £2,000,000

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

**Operative Endorsements**

None

**Part G – Employers liability**

**Limit of Indemnity:** £10,000,000

**Operative Endorsements:**

None

**Part H – Libel and slander****Sum Insured**

£250,000

**Excess:** 10% each and every claim or £1,000 whichever is the lower**Operative Endorsements**

None

## Part N – Fidelity guarantee

**Persons Guaranteed:**  
All **members** and **employees**

**Sum Guaranteed**  
£1,000,000

**Excess:** £100 each and every loss

### Operative Endorsements:

None

## Part O – Personal accident

The cover		
Category:	Insured Persons:	Operative Time:
A	Employees	Engaged in Usual Occupation including Journeys and whilst commuting directly between place of residence and usual place of <b>business</b>
B	<b>member</b>	Engaged in the <b>business</b> including undertaking Journeys and whilst commuting directly between place of residence and usual place of <b>business</b>
C	<b>volunteer</b>	Engaged in the <b>business</b> including undertaking Journeys and whilst commuting directly between place of residence and usual place of <b>business</b>
D	key personnel as follows:  Parish Clerk Teresa Strange	24 hours per day engaged in any activity worldwide not excluded from this cover.

Excesses	
Excesses:	Not applicable

Table of benefits				
Benefit:	Category:			
	A	B	C	D
1. Death	£100,000.00	£100,000.00	£100,000.00	£100,000
2. Loss of Limb (one or more) and/or Loss of Sight (in one or both eyes)	£100,000.00	£100,000.00	£100,000.00	£100,000
3A. Total Loss of Hearing (in both ears) and/or Total Loss of Speech	£100,000.00	£100,000.00	£100,000.00	£100,000
3B. Total Loss of Hearing in one ear	25% of 3A	25% of 3A	25% of 3A	25% of 3A
4. Permanent Total Disablement	£100,000.00	£100,000.00	£100,000.00	£100,000

5. Permanent Partial Disablement	See section 2.16	See section 2.16	See section 2.16	See section 2.16
6. Paraplegia	£75,000	£75,000	£75,000	£75,000
7. Quadriplegia	£125,000	£125,000	£125,000	£125,000
8. Temporary Total Disablement	£500.00 per week	£500.00 per week	£500.00 per week	£500 per week for up to 10 weeks and £100 per week thereafter
9. Temporary Partial Disablement	50% of 8 or Nil	50% of 8 or Nil	50% of 8 or Nil	50% of 8 or Nil
Benefit Period – temporary disablement	104 weeks	104 weeks	104 weeks	104 weeks
Deferment Period – temporary disablement	0 days	0 days	0 days	0 days
<b>Operative endorsements</b>				
<b>Endorsement title:</b>	<b>Endorsement wording:</b>			
1	Special Exclusion 2 of Section 3 is inoperative provided always that the <b>insurer</b> will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90			
2	<p>Key Personnel Cover Extension.</p> <p>The following activities are excluded:</p> <ul style="list-style-type: none"> <li>a) motor cycling</li> <li>b) racing of any kind other than on foot</li> <li>c) winter sports other than skiing or snowboarding in the United Kingdom on a dry ski slope or within a snow dome, skating or curling</li> <li>d) aerial pursuits including but not limited to ballooning, bungee-jumping, gliding, hang-gliding, micro lighting, parachuting, paragliding or parascending</li> <li>e) jet skiing or white water rafting</li> <li>f) mountaineering or rock climbing using ropes or guides</li> <li>g) hiking, trekking or mountaineering above 3,000 metres</li> <li>h) caving using caving equipment</li> <li>i) diving using external breathing apparatus</li> </ul>			

**Part P – Legal expenses****Insured Incidents:**

1. Employment Disputes and Compensation Awards	Operative
2. Legal Defence	Operative
3. Statutory Licence Appeal	Operative
4. Contract Disputes	Inoperative
5. Debt Recovery	Inoperative
6. Property Protection and Bodily Injury	Operative
7. Tax Protection	Operative

**Limit of Indemnity:** £200,000

**Operative Endorsements: None**

## General Notes

### 1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

### 2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time by calling 0800 917 9531 or emailing [Customers.team@uk.zurich.com](mailto:Customers.team@uk.zurich.com). Zurich may cancel the policy by giving 30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

If you cancel your policy before the start date, you will be entitled to a full refund of premium. If you cancel within 14 days of the start date, you will be entitled to a full refund of premium, providing no claim has been made. After 14 days, if no claim has been made, we may offer a full or partial refund, depending on the time the policy was on risk and the circumstances at the time of the cancellation request. Please note, a cancellation charge of £50 may be applied.

### 3. Bonus and fee structure

Employees and businesses who carry out work for ZIC UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.

## Claims contact information

Although we'd all like to control the future, sometimes accidents are unavoidable. That's why we've made it as easy as possible to make a claim. More information can be found [here](#). Ready to make a claim? Please use the contact details below to ensure you're connected to the right team:

Type of Claim	Claims team	Claims contact details
Buildings, contents including 'All Risks' items	Property Claims	<b>Online:</b> <a href="https://propertyclaims.zurich.co.uk/index.html">https://propertyclaims.zurich.co.uk/index.html</a> <b>Tel:</b> 0800 028 0336 <b>Email:</b> <a href="mailto:farnboroughpropertyclaims@uk.zurich.com">farnboroughpropertyclaims@uk.zurich.com</a> <b>Address:</b> Zurich Municipal Property Claims, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Business interruption		
Money		
Works in progress		
Public liability	Liability Claims	<b>Online:</b> <a href="https://liabilityclaims.zurich.co.uk/index.html">https://liabilityclaims.zurich.co.uk/index.html</a> <b>Tel:</b> 0800 783 0692 <b>Email:</b> <a href="mailto:fnlc@uk.zurich.com">fnlc@uk.zurich.com</a> <b>Address:</b> Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB
Employers liability		
Personal assault under Money		
Personal accident		
Financial and administrative liability	Motor Claims	<b>Online:</b> <a href="https://motorclaims.zurich.co.uk/index.html">https://motorclaims.zurich.co.uk/index.html</a> <b>Tel:</b> 0800 916 8872 <b>Email:</b> <a href="mailto:zmnewmotorclaims@uk.zurich.com">zmnewmotorclaims@uk.zurich.com</a> <b>Address:</b> Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Motor Claims		
Legal Expenses	DAS Legal Claims	<b>Tel:</b> 0117 934 2116

### How to make a claim:

1. You can make a claim using the online portal, by email or phone using the contact details above.
2. A claim form may be sent for you to complete, or you may be asked to send details in writing.
3. If you have any questions, please call the relevant office for guidance.
4. For out of hours help/emergency property losses - please contact 0800 028 0336



**DAS Head and Registered Office:**

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH  
Registered in England and Wales | Company Number 103274 Website: [www.das.co.uk](http://www.das.co.uk)  
DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority  
and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

**DAS Law Limited Head and Registered Office:**

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL  
Registered in England and Wales | Company Number 5417859 Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)  
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Zurich Municipal is a trading name of Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes. © Copyright – Zurich Insurance Company Ltd. All rights reserved. Reproduction, adaptation, or translation without prior written permission is prohibited except as allowed under copyright laws.

**PROPERTY ALL RISKS (THEFT & DAMAGE) INSURANCE RENEWAL SUMMARY 2025/26**

BUILDING	Sum of Insurance Value 2024/25	£	1,942,500	Includes Berryfield Village Hall
	Sum of Insurance Value 2025/26	£	<b>2,039,625</b>	
Briansfield Allotment shed	Sum of Insurance Value 2024/25	£	7,315	
	Sum of Insurance Value 2025/26	£	<b>7,988</b>	
FENCING/GATES	Sum of Insurance Value 2024/25	£	56,202	
	Sum of Insurance Value 2025/26	£	<b>59,012</b>	
GENERAL CONTENTS & PAVILION CONTENTS	Sum of Insurance Value 2024/25	£	38,032	Includes office items
	Sum of Insurance Value 2025/26	£	<b>40,693</b>	
LAND - natural surfaces (Sports Surfaces on schedule)	Sum of Insurance Value 2024/25	£	-	
	Sum of Insurance Value 2025/26	£	-	
MACHINERY	Sum of Insurance Value 2024/25	£	1,363	
	Sum of Insurance Value 2025/26	£	<b>817</b>	
OFFICE	Sum of Insurance Value 2024/25	£	-	Under general contents
	Sum of Insurance Value 2025/26	£	-	
OUTSIDE EQUIPMENT	Sum of Insurance Value 2024/25	£	3,963	
	Sum of Insurance Value 2025/26	£	<b>4,140</b>	
PLAY AREA EQUIPMENT	Sum of Insurance Value 2024/25	£	491,859	
	Sum of Insurance Value 2025/26	£	<b>516,906</b>	
SPORTS EQUIPMENT	Sum of Insurance Value 2024/25	£	53,082	
	Sum of Insurance Value 2025/26	£	<b>55,686</b>	
STREET FURNITURE	Sum of Insurance Value 2024/25	£	199,159	
	Sum of Insurance Value 2025/26	£	<b>208,936</b>	
SURFACES - Other surfaces	Sum of Insurance Value 2024/25	£	47,475	
	Sum of Insurance Value 2025/26	£	<b>49,849</b>	
CIVIC REGALIA (was in office contents)	Sum of Insurance Value 2024/25	£	4,464	
	Sum of Insurance Value 2025/26	£	<b>4,687</b>	
RAF STONE	Sum of Insurance Value 2024/25	£	7,832	
	Sum of Insurance Value 2025/26	£	<b>8,223</b>	
ARTWORK	Sum of Insurance Value 2024/25			
	Sum of Insurance Value 2025/26			
TOTAL	Sum of Insurance Value	from 1st June 2024	£	2,853,247
	Sum of Insurance Value	from 1st June 2025		<b>£2,996,562.62</b>

On the policy schedule 2025/26 for Zurich				
	ON SCHEDULE FROM BROKERS	FROM ASSET REGISTER	DIFFERENCE	
Buildings including subsidence (unless otherwise specified)- Bowerhill Sports Field and Berryfield Village Hall	£2,039,625.00	£2,039,625.00	£0.00	
Briansfield Allotment shed	£7,987.61	£7,987.86	-£0.25	
General Contents including office items & Pavilion contents	£39,692.21	£40,693.05	-£1,000.84	
Gates & Fences	£59,012.42	£59,012.16	£0.26	
Mowers & Machinery	£1,358.28	£817.11	£541.17	
Other Surfaces	£49,848.91	£49,848.90	£0.01	
Office Contents		£0.00		Now in general contents
Outside Equipment	£4,161.94	£4,140.48	£21.46	
Playground Equipment	£517,822.20	£516,905.88	£916.32	
Sports Equipment	£55,686.17	£55,685.86	£0.31	
Street Furniture	£209,117.32	£208,935.61	£181.71	
RAF Commemorative stone	£8,222.45	£8,223.23	-£0.78	
Artwork (specified risks)	£0.00	£0.00	£0.00	Under street furniture
Defibrillators	£0.00	£0.00	£0.00	Under street furniture no specific section under this policy.
Civic Regalia	£4,687.83	£4,687.49	£0.34	
	<b>£2,997,222.34</b>	<b>£2,996,562.62</b>	<b>£659.72</b>	

Specific covers		
Cover	Zurich	
Public Liability	£12,000,000.00	
Employers Liability	£10,000,000.00	
Fidelity Guarantee	£1,000,000.00	
Libel and Slander (defamation)	£250,000.00	
Legal Expenses	£200,000.00	
Money	£250,000.00	Loss of money in transit £5,000, Loss of money private residence £500, Loss of money in premises £5,000
Personal Accident		Please see pages 11 & 12 on the

Personal Accident – Key Worker Cover		policy schedule document for cover information
Business Interruption	£10,000.00	

Note: Although not adopted yet, the Davey Play Area has been included in the insurance schedule

## Certificate of Employers' Liability Insurance(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the Regulations), a copy of this certificate must be displayed at all places where you employ persons covered by the policy or an electronic copy of the certificate must be retained and be reasonably accessible to each employee to whom it relates).

**Policy No.** YLL-2720873563

**1. Name of policyholder** Melksham Without Parish Council

**2. Date of commencement of insurance policy** 01/06/2025

**3. Date of expiry of insurance policy** 31/05/2026


We hereby certify that subject to paragraph 2:

1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b)

2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

Signed on behalf of Zurich Insurance Company Ltd (Authorised Insurer).

Signature



Tim Bailey

Chief Executive Officer of Zurich Insurance Company Ltd, UK Branch

### Notes

(a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.

(b) Specify applicable law as provided for in regulation 4(6) of the Regulations.

(c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

Zurich Municipal is a trading name of Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

## Notice to Policyholder

### OSR: Cyber v2024.2 replacing OSR: Cyber Plus v2022.1

This guide details the main changes to the updated policy wording. It does not contain a record of every change. Please ensure that you read in full any documentation provided in conjunction with the updated policy wording to determine the full terms, conditions, limitations, and exclusions of the policy cover.

### New / Amended Covers:

The policy schedule will denote which **Insuring Clauses** are active under the policy.

Item	Description	Cover Enhancement
Insuring Clause 1.2	<b>Business Interruption Loss</b> indemnity period has been increased from 180 days to 385 days. Cover now also includes loss as a result of <b>System Failure</b>	Yes
Insuring Clause 1.5	<b>Regulatory Fines and Penalties</b> and <b>Regulatory Investigation Costs</b> now has its own <b>Insuring Clause</b> . Now making it clearer that coverage is provided.	No Change
Insuring Clause 1.6	<b>Media Liability Event</b> now has its own <b>Insuring Clause</b> . Now making it clearer that coverage is provided.	No Change
Insuring Clause 1.7	<b>Reputational Harm Loss</b> now has its own <b>Insuring Clause</b> . Now making it clearer that coverage is provided. Was previous covered under <b>Business Interruption Loss</b>	No Change
Insuring Clause 1.8	<b>Telephone Hacking Event</b> now covered under main wording (was previously included by Endorsement).	No Change
Insuring Clause 1.9	<b>Cryptojacking Costs</b> now has its own <b>Insuring Clause</b> Now making it clearer that coverage is provided.	No Change
Insuring Clause 1.10	<b>Hardware Replacement Costs</b> now covered under main wording. (was previously included via Bricking Incidents Endorsement). Full limit cover now given.	Yes
Insuring Clause 1.11	Added cover for <b>Betterment Costs</b>	Yes
Insuring Clause 1.12	Added cover for <b>Claim Preparation Costs</b>	Yes
Insuring Clause 1.13	Added cover for <b>Court Attendance Costs</b>	Yes
Insuring Clause 1.14	Added cover for <b>Criminal Reward Funds</b>	Yes
Insuring Clause 1.15	Added cover for <b>Cyber Risk Management Costs</b>	Yes
Insuring Clause 1.16 and 1.17	Optional cover for <b>Funds Transfer Fraud Event</b> and <b>Third Party Funds Transfer Event</b> (was previously included by Endorsement).	No Change

### New Definitions:

'Act of Terrorism', 'Aggregate Limit of Liability', 'Application', 'Betterment Costs', 'Claim Preparation Costs', 'Chargeback', 'Computer Device(s)', 'Computer Hardware Incident', 'Court Attendance Costs', 'Criminal Reward Funds', 'Confidential Commercial Data', 'Cryptojacking Costs', 'Cryptojacking Event', 'Cyber Incident Management Team', 'Cyber Terrorism', 'Cyber Risk Management Costs', 'Data', 'Data Breach', 'Data Recovery Expenses', 'Data Subject', 'Employee', 'Extended Reporting Period', 'Firmware', 'Fixed Expenses', 'Funds Transfer Fraud Theft Event', 'Gross Profit', 'Hardware', 'Hardware Replacement Costs', 'Impacted State', 'Incident Manager', 'Incident Responder Costs', 'Increased Telephony Costs', 'Informant', 'Insured's Computer System', 'Insured Event', 'Insuring Clauses', 'Limit(s)', 'Net Profit', 'Outsource Service Provider', 'Outsource Service Provider's Computer System', 'Period of Interruption', 'Personal Data', 'Policy', 'Policy Schedule', 'Public Domain', 'Regulatory Claim', 'Regulatory Fines and Penalties', 'Regulatory Investigation Costs', 'Reputational Harm Loss', 'Social Engineering Event', 'Software', 'Sub-Limit', 'Subsidiary', 'System Failure', 'Telecom Provider', 'Telephone Hacking Event', 'Third Party' and 'Third Party Funds Theft Event'

### Amended Definitions:

Item	Description	Cover Enhancement
Business Interruption Event	<b>Reputational Harm Event</b> removed from meaning, as now covered under its own definition. Expanded to include <b>System Failure</b> as a loss trigger	Yes
Business Interruption Loss	Expanded to increase <b>Period of Interruption</b> from 180 days to 365 days.	Yes
Claim	Expanded definition to make clear that a <b>Regulatory Claim</b> against the insured is included, and that cover is not limited just to actions against the insured as a result of a <b>Data Liability Event, Media Liability Event</b> or <b>Network Security Event</b> .	Yes
Cyber Extortion Costs	Making clear that <b>Criminal Reward Funds</b> is not considered part of <b>Cyber Extortion Costs</b> as this has its own Insuring Clause (1.14)	No Change
Data Liability Event	Expanded definition to include cover for implement, maintain or comply with the Insured's privacy or security policy and to notify <b>Data Subjects</b> of a <b>Data Breach</b> or <b>Network Security Event</b>	Yes
Defence Costs	Making clear that <b>Court Attendance Costs</b> is not considered part of <b>Defence Costs</b> as this has its own Insuring Clause (1.13)	No Change
Forensic Costs	Amended to clarify that <b>Forensic Costs</b> are those incurred when the expertise is appointed by the <b>Cyber Incident Response Provider</b>	No Change
Insured	Expanded definition to include acquisitions that equates to no more than 15% of the <b>Policyholder</b> turnover and has no lesser network security standards as the <b>Policyholder</b> has confirmed to having in their <b>Application</b>	Yes

Loss	Reworded to clarify loss headings following changes to the <b>Insuring Clauses</b> .	No Change
Network Security Event	Expanded definition to clarify cover for the <b>Insured</b> being unable to gain access to its <b>Data</b> or <b>Computer Systems</b> and <b>Data</b> being damaged, altered, corrupted or destroyed	No Change
Operator Error	Expanded definition to include maintenance of a <b>Computer System</b>	Yes
Public Relations Costs	Expanded definition to include training for relevant spokespeople with respect to media communications or engagements	Yes
Remediation Costs	Expanded definition to include <b>Incident Responder Costs</b>	No Change
Reputational Harm Event	Reworded to clarify cover following changes to the <b>Insuring Clauses</b> .	No Change
Retention	Reworded to clarify that a single retention will apply if there is a claim under more than one <b>Insuring Clauses</b> in respect of a single <b>Insured Event</b>	No Change
Unauthorised Access	Expanded definition to include use of a <b>Outsource Service Provider's Computer System</b>	Yes
War	Reworded to clarify <b>War</b> does not include <b>Cyber Terrorism</b>	No Change

#### Deleted Definitions:

Item	Description	Cover Enhancement
Cloud Service Provider	Replaced by new definition <b>Outsource Service Provider</b>	No Change
Data Restoration Costs	Replaced by new definition <b>Data Recovery Expenses</b> which includes options and coverage available should <b>Data</b> not be recoverable or if <b>Software</b> or <b>Firmware</b> are no longer available.	Yes
Legal Representation Expenses	Now defunct, as part of <b>Defence Costs</b> .	No Change

#### New Exclusions:

Item	Wording
3.2	for loss of or damage to tangible property, however this exclusion shall not apply to any <b>Hardware Replacement Costs</b> that would otherwise be covered, but only where <b>Hardware Replacement Costs</b> is shown as included in the <b>Policy Schedule</b> ; For the avoidance of doubt data held in electronic format is not tangible property
3.4	arising from or alleged to be related or arising from an <b>Act of Terrorism</b> , however this shall not apply to <b>Cyber Terrorism</b>

3.9	arising a payment made by or on behalf of the <b>Insured</b> against any other <b>Insured</b> . This exclusion shall not apply to any <b>Claim</b> brought by an <b>Employee</b> or arising out of that part of any <b>Claim</b> which emanates from an independent <b>Third Party</b> .
3.13	arising from false advertising from or alleged to be related to or arising from any false advertising by the <b>Insured</b> or by a <b>Third Party</b> on behalf of the <b>Insured</b> .
3.14	arising from or alleged to be related to or arising from any confiscation, seizure, requisition, restriction of use, or operation, destruction or damaging of the <b>Insured's Computer System</b> or <b>Outsourced Service Provider's Computer System</b> by the order of any rightful or de factor government or any civil or military authority. This exclusion shall not apply to such actions by a governmental authority acting in its law enforcement or regulatory capacities for the purposes of preservation of evidence
3.15	any costs or expenses relating to or incurred by any person or entity to withdraw or recall any product including any technology product from the market place or from loss of use arising out of such withdrawal or recall.
3.16	arising from or alleged to be related to or arising from any failure to comply with the Racketeer Influenced and Corrupt Organization Act or equivalent legislation under state, federal or international law
3.27	arising from or alleged to be related to or arising from any actual or alleged unlawful processing, collection, storage or use of <b>Personal Data</b> .
3.28	arising out of or in connection with any <b>Chargeback</b> .
3.29	arising from or alleged to be related to or arising from or <b>Losses</b> for any: (i) loss, theft of, the decrease in value, or the actual value of any currency, electronic fund transfer, securities or any equivalents thereof (including e-certificates, coupons, gift cards and vouchers), belonging to the <b>Insured</b> , or for which the <b>Insured</b> is legally responsible (except where the <b>Policy Schedule</b> shows <b>Insuring Clause 1.16</b> or <b>1.17</b> provide cover but up to the <b>Sub Limit</b> purchased); or (ii) trading losses or liabilities (including commissions or fees) resulting from the fluctuation of any stock, share, security or currency on any financial markets or exchanges; or (iii) any valuable consideration given in excess of the total contracted or expected amount, including but not limited to over-redemption of the face value of coupons, price discounts, prizes or awards; or (iv) cryptocurrencies (except where the <b>Policy Schedule</b> shows <b>Insuring Clause 1.16</b> or <b>1.17</b> provides cover but up to the <b>Sub Limit</b> purchased).
3.30	arising from or alleged to be relating to or arising from any action to comply with government enforcement of any state or federal regulatory security obligations, except this exclusion shall not apply to the extent specifically and expressly covered by <b>Insuring Clause 1.5</b> , or any <b>Claim</b> brought by a governmental body in its capacity as a customer of the <b>Insured</b> expressly covered under <b>Insuring Clause 1.8</b> .
3.32	arising from or alleged to be related to or arising from the <b>Insured's</b> gaining of profit, remuneration or financial advantage to which the <b>Insured</b> was not legally entitled except for amounts paid to the <b>Insured</b> or on the <b>Insured's</b> behalf by the <b>Insurer</b> under the <b>Policy</b> incurred until such time as there is a decision or determination by any court, arbitration panel or arbitrator, or governmental, regulatory or administrative body finding that the <b>Insured</b> was not so entitled, or the <b>Insured</b> admits that it was not so entitled. If this occurs, the <b>Insured</b> are



	obliged to reimburse the amount paid to the <b>Insured</b> or on the <b>Insured's</b> behalf by the <b>Insurer</b> .
--	--

#### Amended Exclusions:

Item	Description	Cover Enhancement
3.3	Previously was 3.2. Clarify no cover for losses discovered after the <b>Period of Insurance</b> or applicable <b>Extended Reporting Period</b> has expired	Yes
3.5	Previously was 3.3. Clarifying exclusion only applies when a final ruling has been passed by a final non-appealable adjudication	Yes
3.6	Previously was 3.4	No Change
3.7	Previously was 3.5. Reworded so exclusion for <b>Losses, Claims</b> or damage arising from a <b>Cyber Operation</b> that causes a <b>State</b> to become an <b>Impacted State</b> shall not apply to the direct or indirect effect of a <b>Cyber Operation</b> on the <b>Insured's Computer System</b> or <b>Outsource Service Provider's Computer System</b> that is not physically located in an <b>Impacted State</b> but is affected by a <b>Cyber Operation</b> .	No Change
3.10	Previously was 3.7	No Change
3.11, 3.12 and 3.17	Previously was 3.9.	No Change
3.18, 3.19 and 3.20	Previously was 3.10. Now extended to include direct or indirect losses from radiation and nuclear waste.	No Change
3.22	Previously was 3.11	No Change
3.23	Previously was 3.12	No Change
3.24	Previously was 3.14. Reworded so exclusion does not apply to the <b>Insured's</b> contractual indemnification of a customer or client for a <b>Network Security Event, Cyber Event, Data Liability, or Media Liability Event</b> ; or breach of the <b>Insured's</b> privacy or security policy	Yes
3.25	Previously was 3.15. Reworded so exclusion does not apply to the misappropriation of a trade secret as the result of a <b>Media Liability Event</b> or the theft of a third party's trade secret arising from a <b>Data Liability Event, or Network Security Event</b> .	Yes
3.26	Previously was 3.16. Clarifying exclusion does not apply for losses arising directly from a <b>Data Liability Event, or Network Security Event</b> .	Yes

#### Deleted Exclusions:

Item	Description	Cover Enhancement
3.8	Cover now provided for <b>Betterment Costs</b> under <b>Insuring Clause 1.11</b>	Yes

### New General Conditions:

'4.6 Conditions Applicable to Specific Insurance Cover Clauses', '4.7 Invalidity, Illegality & Unenforceability', '4.8 Mergers and Acquisitions', '4.9 Notices', '4.10 Policy Alterations', '4.11 Fraudulent Claims', '4.12 Other Insurance and Indemnification'

### Amended General Conditions:

Item	Description	Cover Enhancement
4.1 Duty of Fair Presentation	Previously 4.13	No Change
4.2 Applicable Law	Previously 4.11. Clarify that law applicable to any dispute between the <b>Insured</b> and the <b>Insurer</b> and the arbitration process.	No Change
4.4 Cancellation	Previously 4.10. Removed cancellation date being effective 10 business days after notice received.	Yes

### Deleted General Conditions:

Item	Description	Cover Enhancement
Limit of Indemnity	Now defunct, as new definitions for <b>Aggregate Limit of Liability, Limit(s)</b> and <b>Sub-Limit</b> . In addition, 5.2.4 covers discharge of liability and 5.4.2 covers third party payments not 100% insured under this <b>Policy</b>	No Change
Arbitration	Now defunct as included with 4.2. Applicable Law	No Change

### Changes to Claims Conditions:

This is a new section, but the clauses it contains are amended versions of clauses which previously appeared in the General Conditions.

Item	Description	Cover Enhancement
5.1 Claims Notification and Breach Response	Previously 4.5. No longer a condition precedent	Yes
5.3 Indemnity and Settlement	Previously 4.2, 4.15, 4.16 ad 4.17. Were the <b>Insured</b> refuses to consent to a settlement the <b>Insurer</b> recommends any further costs and expenses will be paid on a on a proportional basis 60% by <b>Insurer</b> remain by the <b>Insured</b> . Previously 25% by <b>Insurer</b> .	Yes
5.4 Defence Costs	Previously 4.3 and 4.7.	No Change
5.5 Cyber Incident Management	Previously 4.16	No Change

5.6 Related Claims	Previously 4.4	No Change

# Select for Local Councils

## Policy document



# Contents

Please click the titles below to navigate to the section 

Data protection statement	3
Important notes	4
Our complaints procedure	5
Helpline Services	6
Your Select for Local Councils policy	8
General definitions (not applicable to part K)	9
General exclusions (not applicable to part K)	13
General provisions	15
General conditions (not applicable to part K)	16
Part A – Material damage	20
Part B – Business interruption	22
Insured perils	26
Part C – All risks	29
Additional covers	30
Special conditions	34
Exclusions to parts A, B and C	35
Endorsements	36
Part D – Money	39
Part E – Public liability	41
Part F – Hirers' liability	51
Part G – Employers' liability	56
Part H – Libel and slander	59
Part I – Motor vehicles	61
Part J – Motor legal expenses and uninsured loss recovery	73
Part K – Inspection contract	79
Part L – Plant protection	86
Part M – Deterioration of stock	92
Part N – Fidelity guarantee	94
Part O – Personal accident	97
Part P – Legal expenses	104
Part Q – Impact damage (street furniture)	117
Part R – Terrorism	118

# Data protection statement

Not applicable to parts J and P

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via [www.zurich.co.uk/dataprotection](http://www.zurich.co.uk/dataprotection)

## How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via [gbz.general.data.protection@uk.zurich.com](mailto:gbz.general.data.protection@uk.zurich.com) or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

# Important notes

Not applicable to parts J, K and P

## Fraud prevention and detection

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

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

## Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE) and the Vehicle Salvage & Theft Data (formerly known as MIAFTR), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

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

This helps to check information provided and prevent fraudulent claims.

## Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

## Motor Insurance Database

We work in partnership with the Motor Insurers' Bureau (MIB) and associated not-for-profit companies who provide several services on behalf of the insurance industry. At every stage of your insurance journey, the MIB will be processing your personal information and more details about this can be found via their website: [mib.org.uk](http://mib.org.uk).

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

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

If a vehicle of yours is involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers and/or the MIB may search the MIPD to obtain relevant information.

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

It is vital that the MIPD holds correct registration numbers for your vehicles. If incorrect details for any of your vehicles are shown on the MIPD you are at risk of having the relevant vehicle seized by the police. You can check that correct registration number details for your vehicles are shown on the MIPD at [www.askmid.com](http://www.askmid.com).

# Our complaints procedure

Not applicable to parts J and P

## **Our commitment to customer service**

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## **Who to contact in the first instance**

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

## **Many complaints can be resolved within a few days of receipt**

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

The following steps are not applicable to part K

## **Next steps if you are still unhappy**

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567 (free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice

## **The Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.



# Helpline Services

## Risk Management Advice Line Call 0800 302 9052

To help **you** proactively identify and manage issues before they occur, **our** risk management advice line operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Please note that this helpline includes services provided by Zurich Management Services Limited and may include services provided by third parties.

The following services are provided by DAS Legal Expenses Insurance Company Limited.

## DAS Helplines, Employment Manual and DAS Businesslaw

The **insured** can contact **our** UK-based call centre 24 hours a day, seven days a week during the period of insurance. However, **we** may need to arrange to call the **insured** back depending on the enquiry. To help us check and improve **our** service standards, **we** may record all calls. When phoning, please quote the policy number and the name of the insurance provider who sold the **insured** the policy.

## Meaning of words

The following words have these meanings wherever they appear in this section in **bold**:

### Business

The organisation declared to **us** and covered by the main policy to which this section attaches.

### Insured

The organisation that has taken out the main policy to which this section attaches.

### We, Us, Our, DAS

DAS Legal Expenses Insurance Company Limited.

## Commercial Legal Advice – 0117 934 2116

Advice can be provided on any commercial legal problem affecting the **business**, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit the **insured**.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist matters, **we** will refer the **insured** to one of **our** specialist advisors.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, **we** will arrange to call the **insured** back.

## Tax Advice – 0117 934 2116

Advice can be provided on any tax matters affecting the **business**, under UK law.

**This service is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call the insured back.**

## Counselling service – 0117 934 2121

**We** will provide all employees (including any members of their immediate family who permanently live with them) of the **insured's** organisation with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us** or Zurich Insurance Company Ltd.

**The counselling service helpline is open 24 hours a day, seven days a week.**

## Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If the **insured** would like notifications of when updates are made to the Employment Manual, please email DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) quoting the **insured's** policy number.

## DAS Businesslaw

**DAS Businesslaw** contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help the **insured** with the day-to-day running of their **business**, as well as helping to manage its exposure to legal risk.

DAS Businesslaw's document builders can help the **insured** quickly create documents such as:

- HR policies
- T&C documentation
- Privacy statements
- Copyright and trademark licences
- Data protection policy
- Employee contracts
- Debt recovery letters.

In addition, DAS Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow the **insured's business**.

## How do I get started?

1. Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk);
2. Enter **DASBZUR100** into the 'voucher code' text box and press Validate Voucher;
3. Fill out the **insured's** name and email address, create a password, and specify the type of **business**;
4. Validate the email address by pressing the link in the confirmation email that is received.

In using these services the **insured** acknowledges that all rights and obligations relating to the provision of these services rest with DAS and that they will have no recourse to Zurich Insurance Company Ltd in this regard.

## Data protection

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. Please refer to [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement) for DAS' privacy notice and details of the **insured's** rights.

Zurich Insurance Company Ltd, Zurich Management Services Limited and DAS will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance Company Ltd, Zurich Management Services Limited and DAS cannot control.

# Your Select for Local Councils policy

## Applicable to the whole policy except part K

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

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

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

Where more than one party is insured under this policy or any part, whether on a joint, composite or any other basis and irrespective of whether separate contracts are deemed to have been issued to each party, and save for any loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability which is expressly stated to apply to any particular insured, then **we** will not pay more than the applicable loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability irrespective of the number of parties claiming and/or contracts deemed to have been issued. Any payment or payments by **us** to any one or more insured parties will reduce to the extent of that payment **our** liability to all parties insured and once a loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability has been paid, no additional payments or claims will be paid.

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

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

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

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

## Applicable to part K

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

In this **contract**:

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

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

## Law applicable to this contract

Not applicable to parts I, J and P

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

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

# General definitions (not applicable to part K)

Wherever the words defined below appear in this policy in bold they will have the same special meaning.

However, certain words have special meanings that only apply to a particular part of this policy. These are stated at the beginning of the relevant part as special definitions and will apply in that part wherever the defined words commence with a capital letter.

## Average

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

For the avoidance of doubt solely in respect of the application of **average** to any item under this policy clause c) iii) of General Condition 4 will not apply.

## Buildings

The buildings at the **premises** including:

- a) landlord's fixtures and fittings
- b) outbuildings, yards, forecourts, car parks
- c) roads and pavements, but only to the extent of the **insured's** responsibility
- d) walls, gates, fences, canopies and fixed signs
- e) foundations
- f) oil tanks, 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 the **insured's** responsibility.

## Business

The business specified in the schedule including:

- a) the provision and management of catering, social, sports, first aid and welfare activities for **employees**
- b) the **insured's** fire, security and ambulance services
- c) maintenance of the **buildings**, plant and equipment
- d) activities of **employees** and **members** approved by the **insured** in connection with outside organisations but only where the **insured** is legally entitled to:
  - i) approve such activities; and
  - ii) indemnify such **employees** and **members** in respect of such activities.

## Communicable Disease

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

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

## Computer Equipment

Computer equipment owned, leased, hired or rented by the **insured** including:

- a) personal computers, monitors, printers, file servers, minicomputers, disk drives, modems and associated and peripheral equipment
- b) mainframe systems including all inter-connected wiring, fixed disks, and associated and peripheral equipment (including associated telecommunication equipment)
- c) terminal equipment linked into mainframe systems
- d) operating systems and proprietary software packages.

### Consequential Loss

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

### Contents

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

- a) tenants' improvements, alterations and decorations
- b) patterns, models, moulds, plans or designs but only for an amount not exceeding £1,000 for any one item or set of items
- c)
  - i) documents, manuscripts and other business books but only for their value as stationary plus the clerical cost of reproducing them
  - ii) computer systems records but only for the cost of the materials and of clerical labour and computer time expended in reproducing them and not exceeding £10,000 in total

excluding any expense in connection with the production of information to be recorded therein

- d) personal effects and tools of any **member, employee**, customer or visitor but only for an amount not exceeding £750 in respect of any one person provided that they are not otherwise insured

**Contents** excludes:

- i) landlord's fixtures and fittings
- ii) any contents more specifically insured
- iii) **money**, credit cards or securities of any description.

### Damage

Material loss, destruction or damage.

### Data Processing System

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

### Defined Peril

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

### Denial of Service Attack

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

### Employee

Any person who is:

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

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

### Event

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

### Excess

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

### Hacking

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

### **Insured**

As specified in the schedule to this policy.

### **Insurer**

In respect of:

- a) part K Zurich Management Services Limited
- b) parts J and P DAS Legal Expenses Insurance Company Limited
- c) all other parts Zurich Insurance Company Ltd.

### **Member**

Any elected or co-opted member of the **insured** or the **insured's** committees or sub-committees.

### **Money**

Coinage, bank and currency notes, bills of exchange, luncheon vouchers, cheques, giro cheques, giro cash cheques, bankers' drafts, national giro drafts, money orders, postal orders, current postage stamps, unused franking machine units, national insurance stamps, national savings stamps, national savings certificates, holiday with pay stamps (provided the **insured** is not otherwise indemnified), credit company sales vouchers, Value Added Tax purchase invoices and trading stamps, belonging to the **insured** or for which the **insured** has accepted responsibility and held in connection with the **business**.

### **Nuclear Installation**

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

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

### **Nuclear Reactor**

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

### **Premises**

The premises specified in the schedule owned and/or occupied by the **insured** for the purposes of the **business**.

### **Property**

Material property.

### **Territorial Limits**

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

### **Terrorism**

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

### **Unoccupied**

Vacant, empty, untenanted or not in use.

### **Virus or Similar Mechanism**

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

### **Volunteer**

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

# General exclusions (not applicable to part K)

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

## 1. Communicable diseases

Not applicable to parts E, F, G, H, I, J, N, O, P, Q and R

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 the following:

- a) a **communicable disease**; or
- b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided under the extension applicable to part B – Business Interruption titled Named Diseases, Murder, Suicide or Rape

## 2. Data related performance and functionality

Not applicable to parts D, G, H, I, J, N, O and R

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

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

whether such **data processing system** is the **insured's** property or not but in respect of all insurances other than part F this will not exclude subsequent **damage** or **business interruption** which itself results from a **defined peril**

## 3. Northern Ireland civil commotion

Not applicable to parts E, F, G, H, I, J, K, L, M, N, O and P

loss, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.

## 4. Nuclear and war risks, government or public authority order and sonic bangs

Not applicable to part O

death, injury, disablement, loss, damage, cost or expense or legal liability of whatsoever nature directly or indirectly arising from, caused by, or contributed to by:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
  - i) war, invasion, mutiny, acts of foreign enemies, hostilities or war-like operations whether war be declared or not, civil war, civil commotion assuming the proportions of or amounting to a popular rising, rebellion, revolution, insurrection, military or usurped power, military rising or martial law
  - ii) nationalisation, confiscation, requisition, seizure or destruction by or under the order of any government or public or local authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds



Provided always that:

- i) exclusions a), b), c) and d) will not apply to part G except where the **insured** has undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury
- ii) exclusions e) and f) will not apply to part G
- iii) exclusion e) will not apply to part I in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs
- iv) exclusion f) will not apply to part I

## 5. Terrorism

Not applicable to parts D, E, F, G, H, I J, N and O

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

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

# General provisions

## 1. Limit of liability

In the event of loss, damage, cost or expenses as insured under parts A, B, C, D and R arising from any one **event** the maximum liability of the **insurer** will not exceed £50,000,000 in the aggregate.

## 2. Sanctions

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

# General conditions (not applicable to part K)

## 1. Arbitration

Not applicable to parts J and P

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

## 2. Cancellation

- a) The **insurer** may cancel this policy or any part or portion thereof other than any coverage in respect of war or strikes risks under part P by giving 30 days notice in writing by special delivery mail to the **insured** at the **insured's** last known address.
- b) The **insurer** may cancel any coverage in respect of war or strikes risks provided under part O by giving 7 days notice in writing by special delivery mail to the **insured** at the **insured's** last known address.

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

## 3. Claims procedures

Not applicable to part O

### a) The Insured's Responsibilities

It is agreed that:

- i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim the **insured** will:
  - 1) as soon as reasonably possible give notice to the **insurer**; and
  - 2) preserve any damaged or defective property for examination by the **insurer's** representatives unless the **insurer** has authorised the **insured** to dispose of such property; and
  - 3) as soon as reasonably possible notify the police in respect of any **damage** caused by theft, attempted theft or malicious persons; and
  - 4) as soon as reasonably possible forward to the **insurer** any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against the **insured**; and
  - 5) take action to minimise **damage** and to avoid interruption or interference with the **business** and to prevent further **damage** or injury; and
  - 6) at the **insured's** own expense and:
    - A) within 7 days of **damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
    - B) as soon as reasonably possible:
      - a) after the expiry of the Indemnity Period in respect of part B
      - b) in respect of any other **damage**, interruption or interference with the **business** or injury or disease
- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without the **insurer's** written consent.

### b) Insurer's rights

The **insurer** will:

- i) be entitled to take over the defence or settlement of any claim made against the **insured** or any person entitled to indemnity under this policy and the **insured** will give all assistance as may be reasonably required by the **insurer**; and
- ii) have the right to enter the **premises** where the **damage** has occurred and to keep possession of any of the **property** insured and to deal with the salvage in a reasonable manner but the **insured** will not be entitled to abandon any **property** to the **insurer**; and

- iii) be entitled to take the benefit of any rights of the **insured's** against any other party before or after the **insured** has received indemnification under this policy and the **insured** will give all assistance as may be reasonably required by the **insurer**; and
- iv) not be bound if the **insurer** elects to reinstate or replace any **property** to reinstate or replace it exactly or completely but only as circumstances permit and in a reasonably sufficient manner and will not in any case be bound to expend in respect of any one item insured more than the sum insured stated in the schedule.

#### 4. Compulsory insurance

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

#### 5. Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at the **insured's** request the **insured** must:
  - i) disclose to the **insurer** all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If the **insured** does not comply with clause a) of this condition and the non-disclosure or misrepresentation by the **insured** is proven by the **insurer** to be deliberate or reckless the **insurer** may from the relevant date specified in clause d):
  - i) treat this policy as if it had not existed; and
  - ii) not return the premium paid by the **insured**.
- c) If the **insured** does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what the **insurer** would have done if the **insured** had known about the facts which the **insured** failed to disclose or misrepresented:
  - i) if the **insurer** would not have provided the **insured** with the cover the **insured** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or
  - ii) if the **insurer** would have applied different terms to the cover the **insurer** will have the option to treat this policy as if those different terms apply; and/or
  - iii) if the **insurer** would have charged the **insured** a higher premium for providing the cover the **insurer** will charge the **insured** the additional premium which the **insured** must pay in full.
- d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. The **insurer** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.
- e) Where this policy provides cover for any person other than the **insured** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the **insurer** will not invoke the remedies which might otherwise have been available to the **insurer** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the **insured**.

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

#### 6. Fraudulent claims

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

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which the **insured** or anyone acting on the **insured's** behalf or in connivance with the **insured** deliberately caused; or

- e) realises after submitting what the **insured** reasonably believed was a genuine claim under this policy and then fails to tell the **insurer** that the **insured** has not suffered any loss or damage; or
- f) suppresses information which the **insured** knows would otherwise enable the **insurer** to refuse to pay a claim under this policy

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

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

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

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

## 7. Increase in risk

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

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

If the **insured** does not notify the **insurer** of any such change this policy may be affected in one or more of the following ways depending on what the **insurer** would have done had the **insurer** known about the change in circumstances:

- a) if the **insurer** would not have continued to provide the **insured** with any cover the **insurer** may treat this policy as if it did not exist from the date of the change in circumstances; or
- b) if the **insurer** would have applied different terms to the cover the **insurer** may treat this policy as if those different terms applied from the date of the change in circumstances; and/or
- c) if the **insurer** would have charged the **insured** a higher premium for providing the cover the **insurer** will charge the **insured** the additional premium which the **insured** must pay in full.

## 8. Long term agreement

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

In respect of such parts to which this condition applies and in consideration of a discount being applied to the premium of those parts the **insured** agrees to offer annually the insurance under each of those parts on the terms and conditions in force at the expiry of each period of insurance and to pay premiums in advance.

Provided always that:

- a) the **insurer** will be under no obligation to accept an offer from the **insured**; and
- b) any changes to the rate of Insurance Premium Tax or Value Added Tax or other taxes or levies will be paid by or allowed to the **insured** as the case may be; and
- c) the **insurer** may adjust the rates, premium, terms or conditions of this policy to reflect:
  - i) any changes in the business or activity of the **insured** or any other alteration which in the opinion of the **insurer** materially increases the risk of loss, damage, cost or expense or any other risk in respect of which indemnity is provided
  - ii) any material change in the geographical distribution of the risk by which the exposure of the **insured** to natural hazards is increased
  - iii) acquisitions or disposals of property, assets, companies or subsidiaries of or by the **insured**
  - iv) increases or decreases in sums insured, declared values, wage rolls, turnover, vehicle numbers and other estimates including indexation, change in Average Weekly Earnings index and other inflationary measures for each annual period of insurance
  - v) any change in the availability or costs to the **insurer** of reinsurance protection
  - vi) any legal requirement to do so

- vii) any change which occurs in Legislation or the interpretation of any Legislation by any court, tribunal or arbitration, any government or regulatory body or ombudsman. For the purposes of this clause 'Legislation' shall mean any enactment, subordinate legislation, law, regulation, decree, treaty or instrument in force in any country or territory

which, in the opinion of the **insurer**, has a material effect upon the scope of cover or indemnity provided under this policy; and

- d) in respect of parts I and L only rates will be amended at each renewal date in line with the annual change in the Average Weekly Earnings index.

If the **insurer** elects to adjust the rates of premium or amend the terms and conditions of the policy in accordance with the provisions above then the **insured** may at its option terminate the long term agreement or continue the long term agreement with the amended terms.

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

## 9. Observance

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

## 10. Other insurances

Not applicable to parts J and P

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

## 11. Policy interpretation

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

## 12. Premium Adjustment

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

## 13. Reasonable care

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

## 14. Survey and risk improvement action

Where required by the **insurer**, the **insured** must allow access to the **insured's buildings** and/or activities of the **insured** to carry out inspection or survey.

The **insured** must comply with any risk improvement actions requested within the timescales specified by the **insurer**.

# Part A – Material damage

## Section 1 – Special definitions

### Damage

Accidental physical loss or accidental physical damage by any of the insured perils specified in the schedule.

### One Event

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

### Reinstatement

a) The rebuilding or replacement of **property** lost or destroyed which may be carried out:

- i) in any manner suitable to the requirements of the **insured**
- ii) upon another site

provided the liability of the **insurer** is not increased

b) the repair or restoration of **property** damaged

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

## Section 2 – Cover

In the event of Damage to the **property** insured specified in the schedule and occurring at the **premises** during the period of insurance the **insurer** will pay to the **insured** the value of the **property** at the time of the Damage or the amount of such Damage or at the **insurer's** option replace, reinstate or repair the **property** or any part of it provided that the liability of the **insurer** will not exceed:

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

(Note: for Exclusions please see Exclusions to Parts A and B).

### Rent

The insurance on rent applies only whilst any part of the **buildings** is sufficiently damaged to render it unfit for occupation. The amount payable will not exceed the proportion of the sum insured on rent that the period necessary for reinstatement bears to the period of rent insured.

### 2.1 Contracting purchaser's interest

If at the time of Damage to **property** the **insured** has contracted to sell its interest in any of the **buildings** and the sale has not been completed, the contracting purchaser who completes the purchase (providing the **property** is not otherwise insured by the purchaser or on the purchaser's behalf) will be entitled until completion to benefit under this part without prejudice to the rights and liabilities of the **insured** or **insurer**.

### 2.2 Temporary removal

The following are insured whilst temporarily removed to premises not in the **insured's** occupation but whilst remaining within the **territorial limits**:

- a) deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records) up to an amount not exceeding £10,000 any one loss
- b) computer system records up to an amount not exceeding £2,000 any one loss
- c) **contents** up to 15% of the Sum Insured on **contents**.

This Additional Cover does not apply to:

- i) **property** insofar as it is otherwise insured
- ii) stock in trade or goods in process of manufacture
- iii) motor vehicles and motor chassis licensed for road use.

### Section 3 – Special conditions

#### 1. Mortgagees, freeholders and lessors clause

Any increase in the risk of Damage resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any of the **buildings** insured by this part will not prejudice the interest of any mortgagee, freeholder or lessor provided such increase in risk is without their prior knowledge or authority and that the **insurer** is notified immediately they become aware of such increase in risk and they pay any additional premium required.

#### 2. Repairs and alterations

Tradespeople may be employed to effect repairs or minor structural alterations in or to the **buildings** without prejudice to this insurance.



# Part B – Business interruption

## Section 1 – Special definitions

### Annual Gross Revenue

The Gross Revenue during the 12 months immediately before the date of the Incident.

### Damage

Accidental physical loss or accidental physical damage by any of the insured perils specified in the schedule.

### Gross Revenue

The money paid or payable to the **insured** for goods sold or for services rendered in the course of the **business** at the **premises**.

### Incident

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

### Indemnity Period

The period during which the results of the **business** are affected in consequence of the Incident, beginning with the Incident and lasting not longer than the maximum Indemnity Period specified in the schedule.

### One Event

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

### Standard Gross Revenue

The Gross Revenue during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period.

### Notes:

1. Where the maximum Indemnity Period exceeds 12 months the amount calculated using the definition Standard Gross Revenue will be proportionately increased.
2. Provision will be made for the trend of the **business** and for variations in or other circumstances, either before or after the date of the Incident, which affect the **business** or would have affected the **business** had the Incident not occurred, and the figures for Annual Gross Revenue and Standard Gross Revenue adjusted to represent as nearly as reasonably practicable the results which would have been obtained during the relative period after the Incident if the Incident had not happened.
3. To the extent that the **insured** is accountable for Value Added Tax, all terms in this part will be exclusive of such Tax.
4. For the purpose of the above special definitions any adjustment implemented in current cost accounting will be disregarded.

## Section 2 – Cover

In the event of an Incident during the period of insurance the **insurer** will pay to the **insured**:

- a) under Item 1 in respect of Additional Expenditure the amount of any additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the interruption of or interference with the **business** which but for the expenditure would have taken place during the Indemnity Period in consequence of the Incident
- b) under Item 2 in respect of Loss of Gross Revenue and Increase in Cost of Working the amount of any **consequential loss**.

Provided that:

- i) insurance is in force at the time of the Incident covering the interest of the **insured** in the **property** at the **premises** against such Damage; and
- ii) payment has been made or liability admitted for such Damage (or payment would have been made or liability admitted for such Damage but for a proviso excluding liability for losses below a certain amount).

The liability of the **insurer** will not exceed:

- 1) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability specified in the schedule at the of the Damage

- 2) time the sum insured (or limit) remaining after deduction for any other interruption or interference consequent upon Damage occurring during the same period of insurance, unless the **insurer** has agreed to reinstate any such sum insured (or limit).

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

### Section 3 – Additional cover

#### Automatic reinstatement of sum insured

In consideration of the insurance not being reduced by the amount of any loss the **insured** will pay the appropriate extra premium on the amount of the loss from the date of the Incident to the date of expiry of the period of insurance.

### Section 4 – Special conditions

#### Basis of claims settlement

The amount payable as indemnity will be:

- a) in respect of Additional Expenditure:
  - i) additional costs incurred in order effectively to continue administration and maintain services including the fitting out of temporary premises, costs of removal, hiring of vehicles, plant and machinery and incidental expenses relating thereto
  - ii) increased costs incurred for rent, rates, taxes, lighting, heating, cleaning and insurance due to the enforced occupation of temporary premises
  - iii) legal, clerical and other charges incurred in the replacement or restoration of deeds, plans, specifications, documents, books of account, card indices and other office recordsless any sum saved during the Indemnity Period in the **insured's** normal expenditure which may have been effected in consequence of the Incident
- b)
  - i) in respect of loss of Gross Revenue: the amount by which the Gross Revenue during the Indemnity Period falls short of the Standard Gross Revenue in consequence of the Incident
  - ii) in respect of increase in cost of working: the additional expenditure incurred solely to avoid or diminish the reduction in Gross Revenue which but for the expenditure would have taken place during the Indemnity Period in consequence of the incident, provided that such additional expenditure:
    - 1) is necessarily and reasonably incurred
    - 2) does not exceed the amount of reduction in Gross Revenue thereby avoidedless any sum saved during the Indemnity Period in respect of charges and expenses of the **business** payable out of Gross Revenue which cease or are reduced in consequence of the Incident.

#### Average (applicable to paragraph b) above)

If the sum insured specified in the schedule in respect of Gross Revenue is less than the Annual Gross Revenue (or a proportionately increased multiple where the maximum Indemnity Period exceeds 12 months) the amount payable will be proportionately reduced.

For the avoidance of doubt solely in respect of the application of **average** to any item under this policy clause c) iii) of General Condition 5 will not apply.

#### Professional accountants

Any details contained in the **insured's** business books required by the **insurer** for the purpose investigating or verifying any claim may be produced by professional accountants if at the time they are regularly acting as such for the **insured** and their report will be prima facie evidence of the details to which such report relates. The **insurer** will pay to the **insured** the reasonable charges payable to its professional accountants for producing such evidence and reporting to the **insurer** and the **insured** that such details are in accordance with the **insured's** books of account provided that the total amount payable does not exceed the liability of the **insurer** as specified.

#### Alternative trading

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

## Section 5 – Special extensions

### 1. Public utilities and denial of access

Any loss as insured under this part resulting from interruption of or interference with the **business** in consequence of Damage to the **property** at the undernoted sites within the **territorial limits** will be deemed to be an Incident:

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

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

- e) within a one mile radius of the **premises** which prevents or hinders the use of or access to the **premises** excluding loss, destruction or damage to **property** of any supply undertaking which prevents or hinders the supply of services by any electricity, gas, water or telecommunications undertaking to the **premises**.

Provided always that:

- i) the maximum Indemnity Period will mean 3 months
- ii) the limit is £1,000,000 any One Event and in the aggregate in any one period of insurance.

### 2. Named diseases, murder, suicide or rape

The insurance in respect of each item under this part includes loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of:

- a) i) any occurrence of a Named Disease at the **premises** or attributable to food or drink supplied from the **premises**
  - ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Named Disease
- b) the discovery of vermin or pests at the **premises**
- c) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the competent local authority
- d) any occurrence of murder, suicide or rape at the **premises**.

Provided always that:

- i) Named Disease will mean illness sustained by any person resulting from:

- 1) food or drink poisoning
- 2) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	Malaria	Scarlet fever
Acute poliomyelitis	Measles	Smallpox
Bubonic plague	Meningitis	Tetanus
Cholera	Meningococcal infection	Tuberculosis
Diphtheria	Mumps	Typhoid fever
Dysentery	Ophthalmia neonatorum	Typhus fever
Legionellosis	Paratyphoid fever	Viral haemorrhagic
Legionnaires disease	Rabies	Viral hepatitis
Leprosy	Relapsing fever	Whooping cough
Leptospirosis	Rubella	Yellow fever

an outbreak of which the competent local authority has stipulated will be notified to them.

- ii) For the purposes of this clause:

- 1) Indemnity Period will mean the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied or in the case of d) above with the date of the occurrence and ending not later than the maximum Indemnity Period thereafter.
- 2) maximum Indemnity Period will mean 3 months.

- iii) In the event that this part includes an extension which deems loss at other locations to be loss at the **premises** such extension will not apply to this clause.

iv) The **insurer** will not be liable under this clause for:

- 1) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against the insured or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto
  - 2) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.
- v) The **insured** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- vi) The **insured** will notify the **insurer** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto.
- vii) The **insurer** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident and then only for an amount not exceeding £100,000 any one event and in the aggregate in any one period of insurance.

### 3. Computer data

The insurance by this part extends to include loss or damage to data or information on **computer equipment** not accompanied by visible and identifiable **damage** to the data carrying media. Limit £5,000 any one loss.

Excluding loss or damage occasioned to data or information by defects in the data, information or other records or caused by a defect of design, material or workmanship in the **computer equipment** or any computer software.

# Insured perils

## Applicable to parts A and B

1. **Fire** but excluding **damage** to **property** or **consequential loss** caused by:
  - a) explosion resulting from fire
  - b) earthquake or subterranean fire
  - c) i) its own spontaneous fermentation or heating; or  
ii) its undergoing any heating process or any process involving the application of heat
  - d) **Lightning**
  - e) **Explosion:**
    - i) of gas used for domestic purposes only
    - ii) of boilers used for domestic purposes only
    - iii) in respect of part B – of any other boilers or economisers on the **premises** but excluding **damage** or **consequential loss** caused by earthquake or subterranean fire
2. **Explosion** excluding:
  - a) in respect of part A – **damage:**
    - i) caused by or 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 or under the control of the **insured**
    - ii) in respect of and originating in any vessel, machinery or apparatus, or its contents, belonging to or under the control of the **insured** which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus is the subject of a policy or other contract providing the required inspection service
  - b) in respect of part B – **consequential loss** caused by the bursting of any vessel machine or apparatus (not being a boiler or economiser on the **premises**) in which internal pressure is due to steam only and belonging to or under the control of the **insured**
3. **Aircraft** or other aerial devices or articles dropped from them
4. **Riot, civil commotion, strikers, locked-out workers** or persons taking part in labour disturbances or **malicious persons** excluding:
  - a) **damage** or **consequential loss:**
    - i) arising from confiscation, requisition or destruction by order of the government or any public authority
    - ii) arising from cessation of work
    - iii) caused (other than by fire or explosion) by malicious persons (not acting on behalf of or in connection with any political organisation) in respect of any building which has been **unoccupied** for a period of more than 30 consecutive days.
  - b) **damage** by theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - c) **consequential loss** arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software
5. **Earthquake**
6. **Subterranean fire**
7. **Storm or flood** excluding **damage** or **consequential loss:**
  - a) attributable solely to change in the water table level
  - b) caused by frost, subsidence, ground heave or landslip
  - c) in respect of movable property in the open, fences and gates
8. **Escape of water or beer from any tank, apparatus or pipe** excluding **damage** or **consequential loss:**
  - a) caused by water discharged or leaking from any automatic sprinkler installation
  - b) in respect of any building which has been **unoccupied** for a period of more than 30 consecutive days

9. **Impact** by any road vehicle or animal
10. **Breakage or collapse** of television or radio signal receiving apparatus
11. **Falling trees** or branches
12. **Leakage of oil** from any fixed oil-fired heating installation, including smoke and smudge damage arising from defective vaporisation
13. **Accidental damage** to fixed glass, associated framework and sanitaryware for which the **insured** is responsible at the **premises**.

In addition the **insurer** will pay the cost necessarily incurred of boarding up until the broken glass is replaced

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

- a) caused by scratching
  - b) to bent, curved, moveable, laminated or special glass unless such glass has been specially noted by the **insurer**
  - c) when the **premises** are **unoccupied**
  - d) caused by repairs or alterations to the **premises**
  - e) caused by insured perils 1 to 12, 14 or 15 whether insured or not
14. **Subsidence** or **ground heave** of any part of the site on which the **property** stands or **landslip** excluding:
    - a) **damage** to or **consequential loss** arising from **damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a building insured under part A
    - b) **damage** or **consequential loss** caused by or consisting of:
      - i) the normal settlement or bedding down of new structures
      - ii) the settlement or movement of made up ground
      - iii) coastal or river erosion
      - iv) defective design or workmanship or the use of defective materials
      - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
    - c) **damage** or **consequential loss** which originated prior to the inception of this cover
    - d) **damage** or **consequential loss** resulting from:
      - i) demolition, construction, structural alteration or repair of any **property**; or
      - ii) groundworks or excavation at the **premises**

#### **Special condition**

The **insurer's** liability under this insured peril will be avoided if the risk of **damage** or **consequential loss** is increased by reason of demolition, groundworks, excavation or construction being carried out on any adjoining site unless admitted by the **insurer** in writing

15. **Theft** involving:
  - a) forcible and violent entry to or exit from any building or part of any building at the **premises**
  - b) personal violence or threat of personal violence to any **employee**
 or any attempt at such theft, other than:
  - a) by any person lawfully in or on the **premises** or involving the **insured** or any **employee**
  - b) involving parting with title or possession of any **property** insured if induced to do so by fraud, trick or false pretence
  - c) of **money**, credit cards or securities of any description
  - d) from a vending machine unless other **property** at the **premises** suffers **damage** at the same time unless specifically mentioned as insured.
 The **insurer** will also indemnify the **insured** for the cost of:
  - i) repair of **damage** to the **buildings** caused by theft or attempted theft of the **property** insured where the **insured** is legally responsible for the cost of repairing such **damage**
  - ii) external glazing and the cost of boarding up provided this is directly accompanied by theft or attempted theft of **property** insured

- iii) replacement of locks at the **premises** made necessary by theft or attempted theft that is not excluded by this insurance of keys from the **premises** or from the home of any adult person authorised to hold such keys, but excluding the cost of replacing safe or strongroom locks and in no case exceeding the sum of £500
  - iv) **damage** by theft accompanied by forcible and violent entry to or exit from buildings at the **premises** caused with the connivance of any **employee**
16. **Accidental damage** being all risks of **damage** to the **property** insured excluding:
- a) **damage** or **consequential loss** caused by insured perils 1 to 13 above whether insured or not or specifically excluded by those insured perils
  - b) **damage** or **consequential loss** caused by or consisting of:
    - i) inherent vice, latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials
    - ii) faulty or defective workmanship, operational error or omission on the part of the **insured** or any **employee**
 but this will not exclude subsequent **damage** or **consequential loss** which itself results from a cause not otherwise excluded
  - c) **damage** or **consequential loss** caused by or consisting of:
    - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
    - ii) change in temperature, colour, flavour, texture or finish
    - iii) theft or attempted theft
    - iv) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of associated steam and feed piping
    - v) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates
    - vi) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services
 but this will not exclude:
    - 1) such **damage** or **consequential loss** not otherwise excluded which itself results from any other accidental **damage**
    - 2) subsequent **damage** or **consequential loss** which itself results from a cause not otherwise excluded
  - d) **damage** or **consequential loss** caused by or consisting of:
    - i) subsidence, ground heave or landslip
    - ii) normal settlement or bedding down of new structures
    - iii) acts of fraud or dishonesty
    - iv) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - e) **damage** to **buildings** or any structure caused by its own collapse or cracking
  - f) **damage** or **consequential loss** (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
  - g) **damage** to:
    - i) jewellery, precious metals, bullion, furs, curiosities, works of art or rare books
    - ii) property in transit
    - iii) glass, china, earthenware, marble or other fragile or brittle objects
    - iv) **money**, credit cards or securities of any description
  - h) in respect of part A unless specifically mentioned as insured, and in respect of part B:
    - i) vehicles licensed for road use (including accessories on such vehicles), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
    - ii) land, roads, pavements, piers, jetties, bridges, culverts or excavation
    - iii) livestock, growing crops or trees
    - iv) **property** or structures in course of construction or erection and materials or supplies in connection with all such **property** in course of construction or erection.

# Part C – All risks

## Section 1 – Special definition

### Damage

Accidental physical loss or accidental physical damage resulting from a cause not otherwise excluded.

## Section 1 – Cover

In the event of Damage to the **property** insured specified in the schedule arising during the period of insurance within the **territorial limits** the **insurer** will pay to the **insured** the value of the **property** at the time of the Damage or the amount of such Damage or at the **insurer's** option replace, reinstate or repair the **property** or any part of it provided that the liability of the **insurer** will not exceed:

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

## Section 2 – Special exclusions

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

- a) theft of **property** from an unattended vehicle unless all the doors, windows and other means of access have been secured and locked and all keys of the vehicle removed to a place of safety, and the **property** is placed in the boot of the vehicle or is otherwise out of sight
- b) **damage** caused by:
  - i) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level
  - ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, vermin or insect, marring or scratching
  - iii) pollution, contamination, change in temperature colour texture or finish
  - iv) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates not accompanied by Damage to the machine, apparatus or equipment
  - v) disappearance, unexplained or inventory shortage
  - vi) any testing, repairing, adjusting, servicing or maintenance operation
- c) **damage** to data-processing media and computer systems records caused by:
  - i) data-processing media failure or breakdown or malfunction of the data-processing system including equipment and component parts whilst the said media is being run through the system unless fire or explosion
  - ii) electrical or magnetic injury, disturbance or erasure of electronic recordings except by lightning.

## Section 3 – Special condition

If at the commencement of Damage the sum insured for any individual article of **property** within the overall sum insured under any item is less than the value of the individual article of property covered under that item the **insured** will be considered as being its own insurer for the difference and the amount payable will be proportionally reduced. For the avoidance of doubt solely in respect of the application of average clause c) iii) of general condition 5 will not apply.

## Section 4 – Special extension

The insurance by this part on **computer equipment** includes the actual breaking or burning out of any part whilst actually in use, arising from either mechanical or electrical defect (including fluctuations in power supply) or derangement to the **computer equipment** causing sudden stoppage of its functions and necessitating repair, replacement or rearrangement before it can resume working. Limit £5,000 any one loss.

This Special Extension will not apply to **computer equipment** not covered by a maintenance contract, leasing contract or guarantee providing for repair or replacement.



# Additional covers

## Applicable to parts A and C

### European Union and Public Authorities

Subject to the following special conditions the insurance by each item on **buildings** and **contents** includes such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

1. European Union legislation; or
2. Building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority (hereafter referred to as 'the Stipulations') in respect of:

- a) any Damage to **property** insured
- b) undamaged portions

excluding:

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

### Special conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the **insurer** under this extension not being thereby increased.
2. If the liability of the **insurer** under this part other than from this Additional Cover shall be reduced by the application of any of the terms and conditions of this Part then the liability of the **insurer** under this Additional Cover shall be reduced in like proportion.
3. The total amount recoverable under any item of this Part in respect of this Additional Cover shall not exceed:
  - a) in respect of the lost destroyed or damaged **property**:
    - i) 15% of its sum insured
    - ii) where the sum insured by the item applies to **property** at more than one **premises** 15% of the total amount for which the **insurer** would have been liable had the **property** insured by the item at the **premises** where the Damage has occurred been wholly destroyed
  - b) in respect of undamaged portions of **property** (other than foundations) 15% of the total amount for which the **insurer** would have been liable had the **property** insured at the **premises** where the **damage** has occurred been wholly destroyed.
4. The total amount recoverable under this part will not exceed its sum insured.
5. All the terms and conditions of this part except in so far as they are varied by this Additional Cover will apply as if they had been incorporated in this Additional Cover.

### Removal of debris

The insurance by each item on **buildings** and/or **contents** extends to include costs and expenses necessarily and reasonably incurred by the **insured** with the consent of the **insurer** in:

- a) removing debris of
- b) dismantling or demolishing
- c) shoring up or propping

the **property** insured following Damage.

The amount payable under each item will not exceed in total its sum insured.

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

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

### Non-invalidity

This insurance will not be invalidated by any act or omission or by any alteration which increases the risk of Damage without the authority or knowledge of or beyond the control of the **insured**, provided that immediately the **insured** becomes aware of the increased risk of Damage notice is given to the **insurer** and any additional premium paid.

### Professional fees

The insurance by each item on **buildings** or **contents** includes an amount in respect of Architects', Surveyors', Legal and Consulting Engineers' fees necessarily and reasonably incurred in the reinstatement or repair of **property** insured consequent upon its Damage but not for preparing any claim. The amount payable under each item will not exceed in total its sum insured.

### Capital additions

This insurance extends to include **buildings** and **contents** acquired during its currency including additions and extensions to existing structures but not any appreciation in value provided that:

- a) the Additional Cover will not apply to stock in trade or goods in process of manufacture
- b) in any one situation this Additional Cover will not exceed £1,000,000
- c) the **insured** gives particulars of such extensions of cover as soon as practicable but not later than 6 months after such cover has applied and will effect specific insurance on such **buildings** and **contents** retrospective to the time the **insured** became responsible
- d) immediately such specific insurance is effected, cover by the Additional Cover will be fully reinstated.

### Drains and gutters

The insurance by each item on **buildings** or **contents** extends to include costs and expenses necessarily and reasonably incurred by the **insured** with the consent of the **insurer** in cleaning and/or clearing drains and/or sewers and/or gutters, the **property** of the **insured** or for which the **insured** is responsible following Damage to the **property** insured.

The amount payable under each item will not exceed in total its sum insured.

### Trace and access

In the event of **damage** resulting from escape of water if insured this insurance is extended in addition to the sum insured to pay the reasonable costs and expenses necessarily incurred with the **insurer's** consent in locating the source of such **damage** and the subsequent making good of any **damage** caused provided always that the **insurer's** liability any One Event and in the aggregate in any one period of insurance will not exceed £25,000.

### Underground services

The insurance by each item on **buildings** or **contents** extends to include accidental damage to oil tanks, piping, ducting, cables, wires and associated control gear and accessories serving the **buildings** but only to the extent of the **insured's** responsibility. Limit £1,000 any one loss.

### Automatic reinstatement of sum insured

In consideration of the insurance not being reduced by the amount of any loss the **insured** will pay the appropriate extra premium on the amount of the loss from the date of the occurrence to the date of expiry of the period of insurance.

### Adaptation (energy performance and sustainable buildings) clause

This part includes:

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

Provided always that:

- i) the **insurer** will not be liable for any undamaged portions of the **property** insured
- ii) the **insurer** will not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** insured by reason of the works funded by the application of this clause
- iii) the **insurer** will not be liable for the cost incurred in complying with prevailing European Union or Building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon the insured prior to the happening of the Damage
- iv) if the liability of the **insurer** under any item of this part other than this clause is reduced by the application of any of the terms and conditions of this part then the liability of the insurer under this clause in respect of any such item will be reduced in like proportion
- v) the total amount recoverable under this clause in respect of any One Event and in total in any one period of insurance will not exceed 5% otherwise payable in respect of **buildings** in the absence of this clause or £100,000 whichever is the lesser.

### Bequeathed property

This part includes **property** anywhere in the **territorial limits** bequeathed to the **insured** excluding:

- a) motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft
- b) **property** insured under any other policy.

Cover is in force from the commencement date of the **insured's** interest in the **property**.

Provided always that:

- i) the **insurer's** liability will not exceed £10,000 any one item other than **buildings** for which the limit is £500,000 at any one site
- ii) the **insured** will supply to the **insurer** details of all such bequeathed **property** at the end of each period of insurance and pay any additional premium required.

### Damage to reputation

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

Provided always that:

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

### Fire extinguishment expenses

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

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

following Damage.

Provided always that the **insurer's** liability any One Event will not exceed £25,000.

### Groundkeepers' equipment

This part includes groundkeepers' tools, machines and equipment at the **premises**.

Provided always that:

- a) the **insurer's** liability any One Event will not exceed £10,000
- b) moveable items are returned to secure premises whilst not in use
- c) moveable items will not be left unattended.

### Landscaped gardens

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

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

Provided always that the **insurer's** liability any One Event will not exceed £15,000.

### Loss minimisation and prevention expenditure

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

- a) preventing or mitigating Damage to insured **property** in the event of imminent Damage
- b) preventing or mitigating further Damage to insured property after or in consequence of actual Damage.

Provided always that:

- i) the impending Damage was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred
- ii) the costs and expenses incurred prevented or mitigated the Damage
- iii) the **insurer's** limit of liability does not exceed £100,000 in the aggregate in any one period of insurance.

### Metered water

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

Provided always that:

- a) the amount payable in respect of any one **premises** is limited to such excess water charges resulting from accidental escape of water from pipes, apparatus or tanks in consequence of Damage
- b) the **insurer's** liability any One Event will not exceed £15,000.

# Special conditions

## Applicable to parts A and C

### Average

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

For the avoidance of doubt clause c) iii) of general condition 4 will not apply.

### Fire extinguishing appliances

In consideration of any discount for Fire Extinguishing Appliances allowed from the premium the appliances will be inspected every week and any defect disclosed by such inspection or otherwise will be promptly remedied.

Providing the above is observed by the **insured** this insurance will not be affected by any defect in any of the appliances due to circumstances unknown to or beyond the control of the **insured**.

### Designation

For the purpose of determining where necessary the heading under which any **property** is insured, it is agreed to accept the designation under which such **property** has been entered in the **insured's** books.

### Other interests

It is agreed and understood that where the **insured** so intend the interests of parties other than the **insured** in this insurance are admitted, the nature of such interests to be declared in the event of loss.

### Security protections

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

# Exclusions to parts A, B and C

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

## 1. Consequential loss – applicable to parts A and C

in respect of parts A and C only consequential loss of any kind other than loss of rent if insured

## 2. Electronic risks – applicable to part B

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

## 3. Excesses – applicable to parts A and C

in respect of parts A and C the **excesses** as stated in the schedule will apply to each and every loss at each and every separate **building** at the **premises**

## 4. Pollution or contamination – applicable to parts A and B

loss, damage cost or expense caused by, consisting of or resulting from pollution or contamination but this will not exclude **damage** or **business interruption** not otherwise excluded caused by:

- a) pollution or contamination which itself results from Damage
- b) any Damage which itself results from pollution or contamination

## 5. Property excluded

- a) loss or damage to any **property** more specifically insured by or on behalf of the **insured**
- b) **property** which at the time of Damage is insured by or would but for the existence of this part be insured by any marine policy except in respect of any excess beyond the amount which would have been payable under such policy had this part not been effected
- c) in respect of part A unless specifically mentioned as insured:
  - i) motor vehicles licensed for road use including accessories thereon, caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or spacecraft
  - ii) playground equipment and artificial sports surfaces
  - iii) livestock
  - iv) growing crops, trees, shrubs, plants or turf other than where incorporated as part of the structure of the **buildings**
  - v) **buildings** or structures in course of construction, erection, alteration, addition or improvement and materials or supplies in connection therewith
  - vi) land, roads, pavements, piers, jetties, bridges, culverts or excavations

## 6. Riot – applicable to parts A and B

in respect of parts A and B loss, damage, cost or expense caused by, consisting of or arising from riot or civil commotion unless this insured peril is specified in the schedule and then only to the extent stated.

# Endorsements

Applicable only where specified in the schedule.

## 1. Reinstatement

Subject to the following Special Conditions the basis upon which the amount payable in respect of **buildings** and **contents** is to be calculated will be the Reinstatement of the **property** suffering **damage**.

### Special conditions

1. The liability of the **insurer** for the repair or restoration of **property** which is only partially damaged will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. In respect of any item which is declared to be subject to **average**: if the sum insured at the commencement of Damage is less than 85% of the cost, at the time of reinstatement, of reinstating the whole of the **property** covered by that item the **insured** will bear a proportional share of the loss directly related to the difference between the Sum Insured and the estimated cost of reinstating the whole of the **property**.
3. Any additional amount which may be payable solely due to this Reinstatement Condition will be paid only if:
  - a) Reinstatement commences and proceeds without unreasonable delay
  - b) the cost of Reinstatement has been actually incurred
  - c) at the time of its Damage the **property** insured is not insured by any other insurance effected by or on behalf of the **insured** which is not upon the same basis of Reinstatement.
4. All the terms and conditions of this part will apply:
  - a) in respect of any claim payable under the provisions of this Reinstatement Condition except in so far as they are varied hereby
  - b) where claims are payable as if this Reinstatement Condition had not been incorporated.

## 2. Index-linking

The Sum Insured in respect of each of the items specified under parts A and C in the schedule will be adjusted monthly in line with the indices selected by the **insurer**. At each renewal the premium will be calculated on the adjusted sum insured.

## 3. Unoccupied buildings

The **insured** undertakes in respect of **unoccupied buildings**:

- a) to notify the **insurer** immediately they become aware that any **buildings** or portion thereof is **unoccupied** or any **unoccupied buildings** or portion thereof becomes tenanted; and
- b) that all mains services will be turned off (except electricity supply to maintain any fire or intruder alarm system); and
- c) that the water system be completely drained or, during the period 1 October to 1 April each year any central heating system may be kept working at a minimum temperature of 5 degrees C (additionally, where sprinkler systems are installed it may be necessary to maintain water supplies. In these circumstances heating must be maintained at a minimum temperature of 5 degrees C); and
- d) remove all combustible contents and waste from within the unoccupied portion of the **building** and yard areas belonging to it; and
- e) secure the **buildings** against unlawful entry by closing and locking doors and windows and setting any fire or intruder alarm systems; and
- f) arrange internal inspections of the **buildings** by an authorised representative, ensure such inspections are recorded and carried out at a minimum frequency of every fourteen calendar days unless otherwise notified to and agreed with or specified by the insurer and remove all waste and repair all damage identified in the course of such inspections without delay; and
- g) immediately remove any new accumulations of combustible materials including but not limited to junk mail found during such inspections.



#### 4. Day one basis (non-adjustable)

The following **special definition** and Declaration Conditions apply in respect of the items specified in the schedule under part A:

##### Special definition

###### Declared Value

The **insured's** assessment of the cost of Reinstatement of the **property** insured arrived at in accordance with the Reinstatement provisions at the level of costs applying at the inception of each period of insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowances for:

- a) the additional costs of reinstatement to comply with European Community and Public Authority requirements
- b) professional fees
- c) debris removal costs.

###### Declaration Conditions

1. The **insured** having stated in writing the Declared Value which is shown in the schedule as the sum insured for each of the said items the premium has been calculated accordingly. The actual sum insured is 125% of the Declared Value.
2. At the inception of each period of insurance the **insured** will notify the **insurer** of the Declared Value of the **property** by each of the item(s). In the absence of such declaration the last amount declared by the **insured** Index Linked in accordance with Endorsement 2 will be taken for the ensuing period of insurance.
3. The following wording replaces Special Condition 2 of Endorsement 1:
  1. If at the commencement of Damage the Declared Value of the **property** covered by an item is less than the cost of Reinstatement at the inception of the period of insurance then the **insurer's** liability for any loss will be limited to the proportion which the Declared Value bears to such cost of Reinstatement.
4. Where claims are payable as if Endorsement 1 had not been incorporated all the terms and conditions of the part will apply except that the sums insured will be limited to the percentage specified in the schedule of each Declared Value.

#### 5. Automatic fire alarm installations

In respect of automatic fire alarm installation(s) the **insured** hereby undertake to:

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

#### 6. Portable heating

Portable Heating Appliances are allowed for use in the **premises** on a maximum of 2 days of any week subject to their type conforming to the following:

- a) Electrical Appliances  
heaters with enclosed elements or forced convection heaters incorporating a fan failure cut-out device and/or an overheat cut-out device
- b) Gas Appliances having both:
  - i) an integral fuel source; and
  - ii) one or more of the following safety features: a flame failure device, an overheat cut-out device and where relevant, a fan failure cut-out device.



All Portable Heating Appliances must be located in a safe position:

- i) at least 1 metre clear of any combustible material
- ii) where they cannot be accidentally knocked over

and in addition in respect of paragraph b):

- iii) away from draughts
- iv) provided with an independent non-combustible guard.

#### **7. Electrical**

The electrical installation must be checked by an Institution of Electrical Engineers qualified electrician with any defects being attended to within 3 months of inception of this policy.

#### **8. Basement storage**

It is a condition precedent to the **insurer's** liability that all property kept in any cellar, basement or sub-basement will be kept on racks or shelves at least 30cm above floor level.

#### **9. Fire break doors and shutters**

It is a condition precedent to the **insurer's** liability that all fire break doors and shutters will be kept closed (except during working hours) and will be maintained in efficient working order.

# Part D – Money

## Section 1 – Special definitions

### Assault

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

### Non-Negotiable Money

Crossed cheques, crossed girocheques, crossed bankers' drafts, crossed national giro drafts, crossed money orders, crossed postal orders, franking machine units, used national insurance stamps, national savings certificates, credit company sales vouchers and Value Added Tax purchase invoices.

### Person Insured

Any person aged between 16 and 65 years inclusive other than:

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

## Section 2 – Cover

The **insurer** will pay to the **insured** in the event of loss of **money** from any cause which is not excluded arising during the period of insurance, the amount of such loss not exceeding the limits specified in the schedule.

## Section 3 – Additional cover

	Limit of Liability
a) Accidental <b>damage</b> as a direct result of robbery or attempted robbery to:	
i) personal effects of any <b>employee</b>	£500
ii) any franking machine, safe, strongroom or security case, bag specially designed container for the carriage of <b>money</b>	Reinstatement or other Value
b) the cost of replacing safe or strongroom locks made necessary by theft of keys from the <b>premises</b> or from the home of any adult authorised to hold such keys, but excluding such cost where the keys have been left on the <b>premises</b> whilst closed for business purposes	£1,000
c) provided that no other personal accident insurance is operative the <b>insurer</b> will pay to the <b>insured</b> such of the amounts below as are applicable if a Person Insured sustains bodily injury by Assault whilst entrusted with <b>money</b> by the <b>insured</b> , as a result of which death or disablement occurs within 24 months of such injury:	
i) death, total loss of use of one or more hands and feet or total loss of sight in one or both eyes	£10,000
ii) permanent total disablement (other than stated in i) above) from engaging in usual profession or occupation	£10,000
iii) temporary disablement from engaging in usual profession or occupation for a maximum period of 104 weeks from date of disablement	Normal weekly wage or salary up to £150 per week

All sums paid under iii) will be deducted from any sums payable under i) or ii) in respect of the same injury to the same Person Insured.

## Section 4 – Special exclusions

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

- a) any loss arising from error or omission in receipts, payments, accounting practice or depreciation in value
- b) any loss due to fraud or dishonesty on the part of an **employee** but this Exclusion will not apply to loss arising from fraud or dishonesty which is discovered within 72 hours, provided that:
  - i) such loss is not recoverable under a Fidelity Guarantee bond or policy of insurance
  - ii) the **insurer's** liability will not exceed the amount specified in the schedule against Item 2 c) i)
- c) any loss of **money**:
  - i) in excess of £100 from an unattended vehicle
  - ii) in the custody or control of a security company or similar organisation except for the amount of any loss which cannot be recovered from the security company by legal means but not exceeding the relevant Limit specified in the schedule
  - iii) resulting from gradual deterioration, mechanical or electrical defect, breakdown or malfunction of any franking, dispensing or similar machines
  - iv) in the mail other than sent by registered post
- d) an **excess** the amount of which is specified in the schedule. Unless stated otherwise, the **excess** will apply to each and every loss.

## Section 5 – Special conditions

### Accompaniment

The **insurer** will not be liable for any loss of **money** in transit unless accompanied by able-bodied adult persons as follows:

Amount carried	Minimum number of persons
Up to £2,500	One
Over £2,500 and up to £5,000	Two
Over £5,000 and up to £10,000	Three
Cover for amounts over £10,000 is only applicable if specified in the schedule.	

### Condition precedent

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

- a) such safe or strongroom is securely locked
- b) all keys or combination code to such safe or strongroom are removed from the **premises** or kept on the person of an authorised **member** or **employee**.

# Part E – Public liability

## Section 1 – Special definitions

### Abuse

Any actual or threatened single act or repeated acts of maltreatment that inflict harm or fail to prevent harm including:

- a) physical abuse
- b) sexual abuse, including sexual exploitation
- c) neglect and/or acts of omission
- d) psychological abuse
- e) contemptuous, coarse or insulting behaviour.

### Abuse Event

One occurrence or all occurrences of a series of Abuse to any one person.

### Clean Up Costs

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

### Concussive and Sub-concussive Impacts

Repeated concussive or sub-concussive impacts injuries or traumas resulting in a neurodegenerative condition.

### Costs and Expenses

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

### Employee

Any natural person who is:

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

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

### Enforcing Authority

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

### Financial Loss

Economic or pecuniary losses for which the **insured** may be held legally liable in the law of tort.

### Geographical Limits

- a) The **territorial limits**
- b) elsewhere in the world in connection with temporary visits by **members** and **employees** not engaging in manual work and normally resident in and travelling from the **territorial limits**
- c) in respect of Products worldwide other than the United States of America, Canada and any territory within their jurisdictions.

### Health Care

- a) Diagnosis of Injury
- b) prescription of treatment or drugs
- c) medical treatment of a patient
- d) personal medical or health care advice to individuals in their private capacity.

### Health Care Professional

The following whether or not an Employee including but not limited to:

- a) medical and dental practitioners
- b) nurses and midwives
- c) members of professions allied to medicine
- d) ambulance personnel and paramedics
- e) laboratory staff and relevant technicians
- f) others consequent on decisions or judgements made by members of those professions acting in their professional capacity.

### Incidental Treatment

Administration or supervision of medication orally, topically, by injection or by tube, and the application of appliances or dressings.

### Injury

Bodily injury including death, illness and disease.

### Pollution or Contamination

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

### Products

Goods (including containers, packaging, labelling and instructions) sold, supplied, repaired, altered, treated, erected or installed by the **insured** in connection with the **business**.

### Remediation

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

## Section 2 – Cover

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

- a) accidental Injury to any person other than an Employee
- b) accidental **damage** to **property**
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, accidental interference with any right of air, light, water or way, wrongful interference with goods
- d) unlawful detention, imprisonment or arrest

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

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

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

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

## 2.1 Concussive and Sub-concussive Impacts

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for accidental Injury to any person other than an Employee resulting from Concussive and Sub-concussive Impacts occurring during the period of insurance within the Geographical Limits in connection with the **business**.

## 2.2 Contingent motor liability

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

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

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

## 2.3 Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will indemnify the **insured** against legal costs and expenses incurred with the **insurer's** prior written consent in defending any criminal prosecution including an appeal against a conviction arising from any such prosecution or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this part.

Provided always that:

- a) the total liability of the **insurer** under this clause will not exceed in the aggregate the sum stated in the schedule as the limit of indemnity in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the **insured**
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability:
  - i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order or any regulations made thereunder
    - 2) the Consumer Protection Act 1987 or any regulations made thereunder
    - 3) the Food Safety Act 1990 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

## 2.4 Costs of criminal proceedings

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

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

and which relates to any event involving Injury or **damage to property** which is or may be the subject of indemnity under this part occurring during the period of insurance in the **business** including legal costs and expenses incurred with the **insurer's** prior consent in any appeal against conviction arising from such proceedings. Where the **insurer** has provided an indemnity under this clause the **insurer** will also provide an indemnity against costs of prosecution awarded against the **insured** and at the **insured's** request any **member** or Employee in respect of the same proceedings, providing the total liability of the **insurer** will not exceed in the aggregate the sum insured stated in the schedule.

Provided always that this indemnity will not apply to:

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

## 2.5 Court attendance costs

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

## 2.6 Data protection

The **insurer** will also indemnify the **insured** for legal costs and expenses incurred with the **insurer's** prior consent, and all sums the **insured** is required to pay as damages to an individual arising from proceedings brought against the **insured** under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided always that:

- i) the **insurer** will not be liable under this clause for:
  - 1) fines, penalties, liquidated, punitive or exemplary damages
  - 2) the costs of notifying any person regarding loss of personal data
  - 3) the cost of replacing, reinstating, rectifying or erasing any personal data
  - 4) any deliberate or intentional criminal act or omission giving rise to any claim under this clause committed by the **insured**
- ii) the liability of the **insurer** under this clause will not exceed £1,000,000 in any one period of insurance.

## 2.7 Damage to reputation

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

Provided always that:

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

- d) the **insurer** will not be liable under this clause unless the **insurer** has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the **insured**.

## 2.8 Defective Premises Act 1972

The **insurer** will indemnify the **insured** in respect of liability incurred under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Injury and **damage** occurring during the period of insurance and in connection with premises which have been disposed of by the **insured**.

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

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

## 2.9 Environmental clean up costs

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

Provided always that:

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



## 2.10 Financial loss

The **insurer** will also indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for Financial Loss arising as a result of a negligent and accidental act, error or omission committed or alleged to have been committed:

- a) within the Geographical Limits; and
- b) by an Employee in the normal execution of their duties for the business occurring during the period of insurance.

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

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

- i) which arises out of any contract, agreement, warranty, collateral warranty or guarantee (except where such liability would have attached to the **insured** in the absence of such a contract)
- ii) arising from Products
- iii) arising from libel, slander, defamation, malicious falsehood or injurious falsehood
- iv) arising from awards for injury to feelings
- v) arising from breach of statute
- vi) arising from breach of patent or copyright
- vii) arising from any legal liability arising directly or indirectly from breach of any obligation imposed by statute, regulation or common law concerning any health and welfare or other employee benefit programme including pensions, social benefit system or trust established or maintained for the purpose of providing a benefit to employees or former or prospective employees

viii) arising from:

- 1) any claim wholly or in part attributable to, based upon or caused by any matter the subject of a finding of maladministration or censure by either local authority Ombudsman or a court or tribunal of competent jurisdiction
- 2) misfeasance in public office
- 3) any surcharge made by the District Auditor or other competent body.

Provided always that clause 1) of this exclusion will not apply in respect of any legal liability that would have attached independently of such finding

- ix) arising out of or in connection with the Data Protection Act 2018 or Regulation (EU) 2016/679 (General Data Protection Regulation).

## 2.11 Heat precautions

If the **insured** works away from the **premises** using welding or flame cutting equipment, blow lamps, blow torches or hot air guns, no claim under this Part will be payable unless the following conditions have been complied with:

- a) All movable combustible materials are removed from the vicinity of the work.
- b) Suitable portable fire extinguishing appliances are kept ready for immediate use as near as practicable to the scene of the work and that **employees** are trained in their use.
- c) Before heat is applied to any wall or partition or to any material built into or passing through the wall or partition an inspection will be made by a responsible person to make sure that there are not combustible materials which may be ignited by direct or conducted heat.
- d) Such equipment is lit or operating for a short a time as possible before use and is extinguished immediately after use and is not left unattended whilst lit or operating.
- e) Blow lamps are filled and gas canisters are changed in the open.
- f) For one hour, starting after completion of each work period, fire safety checks of the working area must be made at intervals of not more than 20 minutes and immediate steps taken to extinguish any smouldering or flames discovered.
- g) Fixed combustible materials in the area in which welding or flame cutting equipment is used will be protected by overlapping sheets or screens of non-combustible material.

## 2.12 Indemnity to other persons

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

- a) any **member**
- b) any Employee
- c) any principal for whom the **insured** is or has been carrying out work but only to the extent required by the contract for the work
- d) any leaseholder or shared owner where the amount stated in the schedule as the **excess** will not apply

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

Provided always that:

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

## 2.13 Joint/Cross liabilities

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

Provided always that the total amount the **insurer** will pay to all such parties will not exceed the amount payable if the **insured** comprised only one party and in any event will not exceed the overall limit of indemnity provided by this part stated in the schedule.

## 2.14 Legionella

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

Provided always that:

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

Special exclusion 11 will not apply to this clause.

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

## 2.15 Personal liability

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

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

Provided always that:

- i) this will not apply to liability more specifically insured under any other insurance; and
- ii) any person indemnified will as though they were the **insured** fulfil and be subject to the terms and conditions of this part; and
- iii) the **insurer** will not be liable:
  - 1) unless the **insurer** has the sole conduct and control of all claims
  - 2) where liability attaches because of a contract or agreement and which would not otherwise have attached
  - 3) where liability arises from any employment, business, profession or trade
  - 4) where liability arises from the ownership, occupation, possession or use of any land, building, motor vehicle, caravan, watercraft or aircraft.

## Section 3 – Special exclusions

This part does not cover:

### 1. Aircraft Products

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

### 2. Airports

liability arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by the **insured**

### 3. Asbestos

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

### 4. Concussive and Sub-concussive Impacts

liability arising from Concussive and Sub-concussive Impacts.

This exclusion is not applicable to the indemnity provided by part E Section 2 – Cover clause 2.1 – Concussive and Sub-concussive Impacts

### 5. Cyber

liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the **insured's** use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which the **insured** shall become legally liable to pay as compensation for:
  - i) Injury
  - ii) physical loss of or physical **damage** to material **property**
- b) the **insurer's** liability shall not exceed the limit of indemnity stated in the schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

This exclusion is not applicable to the indemnity provided by part E Section 2 – Cover clause 2.6 – Data Protection

### 6. Exports to the USA or Canada

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

## 7. Foreign operations

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

## 8. Liquidated or punitive damages

any amount in respect of:

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

## 9. Medical malpractice

liability arising out of or in consequence of the rendering of or failure to render Health Care by a Health Care Professional other than in respect of Incidental Treatment forming part of the official duties of a suitably trained Employee provided always that this exclusion will not apply to nurses who are employed by the **insured** and not entitled to indemnity under any other source

## 10. Motor

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

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

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

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

## 11. Pollution or Contamination

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

## 12. Professional advice, design or specification

Injury, **damage** or Financial Loss arising out of professional advice, design or specification given by the **insured** for a fee or in circumstances where a fee would normally be charged but this exclusion will not apply to:

- a) **damage** resulting from those activities which the **insured** has a statutory duty to perform
- b) **damage** to **property** other than that which is the subject of such professional advice, design or specification

## 13. Property damage and defective work

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

#### 14. Property held in trust

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

- a) the personal effects including vehicles or their contents of any **member**, Employee or visitor
- b) buildings or their contents of premises in either the **insured's** or any Employee's custody and control in connection with the **business** that are not owned by nor hired, rented, leased or lent to the insured
- c) premises or their fixtures and fittings hired, rented, leased or lent to the **insured** other than such **damage** if liability is assumed by the **insured** under a tenancy or other agreement and would not have attached in the absence of such agreement

#### 15. Replacing or rectifying products

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

#### 16. Vessels and craft

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

### Section 4 – Special provision

#### 1. Abuse

All claims arising from an Abuse Event:

- a) will be deemed to constitute one claim occurring on the date of the last act of Abuse; and
- b) will be subject to the excess stated in the schedule. Such **excess** will be deemed to apply per Abuse Event.

### Section 5 – Special conditions

#### 1. Concussive and sub-concussive impacts

In respect of any claim or series of claims arising from Concussive and Sub-concussive Impacts it is a condition precedent to the **insurer's** liability under this part that the **insured** will:

- a) retain documents demonstrating adherence to guidance set out by sporting governing bodies in respect of concussion, head injuries and player safety
- b) retain evidence of following NHS guidance in respect of head injuries and concussion
- c) ensure that a system of record retention in respect of:
  - i) a) and b) above; and
  - ii) incidents of head injuries and/or concussionis in place and records are retained for a minimum of 10 years.

#### 2. Discharge of liability

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

#### 3. Limit of indemnity

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

- a) Products
- b) Pollution or Contamination

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

#### 4. Limit of indemnity – terrorism

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

# Part F – Hirers' liability

## Section 1 – Special definitions

### Agreement

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

### Clean Up Costs

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

### Costs and Expenses

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

### Enforcing Authority

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

### Hirer

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

### Injury

Bodily injury including death, illness and disease.

### Pollution or Contamination

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

### Remediation

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

## Section 2 – Cover

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

- a) accidental Injury to any person (other than an employee of the Hirer if such Injury arises out of and in the course of employment by the Hirer)
- b) accidental **damage** to the **premises** or the contents of the **premises** subject to the liability of the **insurer** not exceeding £1,000,000 any one claim in respect of legal liability which attaches to the Hirer solely by reason of the Agreement that would not have attached in the absence of such Agreement
- c) accidental **damage** to other **property** not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service
- d) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy, excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, accidental interference with any right of air, light, water or way, wrongful interference with goods

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

The **insurer** will also pay Costs and Expenses. Costs and Expenses will be payable in addition to the limit of indemnity.

## 2.1 Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided always that:

- a) the **insurer's** liability under this clause will not exceed the limit of indemnity stated in the schedule. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will apply only to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Hirer
- d) the Hirer will give to the **insurer** immediate notice of any summons or other process served upon the Hirer which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability:
  - i) where the Hirer has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
    - 2) the Food Safety Act 1990 or any regulations made thereunder
    - 3) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the Hirer in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

## 2.2 Costs of criminal proceedings

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

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

and which relates to any event involving Injury or **damage to property** which is or may be the subject of indemnity under this part occurring during the period of insurance in the **business** including legal costs and expenses incurred with the **insurer's** prior consent in any appeal against conviction arising from such proceedings.

Provided always that this indemnity will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which the Hirer has effected a more specific legal expenses protection or insurance



- iii) proceedings or appeals consequent upon any deliberate act or omission and the Hirer will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established
- iv) proceedings related to health, safety or welfare of employees of the Hirer.

### 2.3 Environmental clean up costs

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

Provided always that:

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

## Section 3 – Special exclusions

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

### 1. Asbestos

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



## 2. Courts Jurisdiction

any claim made or brought:

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

## 3. Cyber

liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from or in connection with the **insured's** use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which the **insured** shall become legally liable to pay as compensation for:
  - i) physical bodily injury or disease
  - ii) physical loss of or physical damage to material property
- b) the **insurer's** liability shall not exceed the Limit of Indemnity stated in the schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule

## 4. Defective work and damage to products

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

## 5. Excess

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

## 6. Liquidated or punitive damages

any amount in respect of:

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

## 7. Motor

Injury or **damage** arising from the ownership, possession or use by or on behalf of the Hirer or any person entitled to indemnity under this part, of any mechanically propelled vehicle or any attached trailer (or broken away after attachment) which is licensed for road use and for which compulsory insurance or security is necessary by virtue of the Road Traffic Acts

## 8. Political or business use

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

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

## 9. Pollution or Contamination

Injury or **damage** when such Injury or **damage** arising directly or indirectly out of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

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

The **insurer's** total liability for all Pollution and Contamination claims arising, or treated by the **insurer** as arising, directly or indirectly from incidents during any one period of insurance will not exceed in the aggregate the sum specified in the schedule as the limit of indemnity

#### 10. Products liability

any liability for Injury or **damage** caused by goods (including containers, packaging, labelling and instructions) sold, supplied, repaired, altered, treated, erected or installed by the Hirer

#### 11. Professional liability, errors and omissions

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

#### 12. Vessels and craft

Injury or **damage** arising out of the use of or caused by any vessel or craft designed to travel in on or through water, air or space.

### Section 4 – Special provisions

#### 1. Insurer's rights

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

#### 2. Limit of indemnity

The limit of indemnity specified in the schedule is the **insurer's** monetary limit in respect of the insurance provided by this part (other than any limit otherwise specified) and applies to any one claim or series of claims arising from any one cause.

Where the **insured** becomes liable to pay a sum above the limit of indemnity in respect of claims the **insurer** will pay only the proportion of costs and expenses that the limit of indemnity bears to the **insurer's** total liability.

#### 3. Terrorism

The limit of indemnity in respect of any one claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000 or the limit of indemnity specified in the schedule, whichever is the lesser.

# Part G – Employers' liability

## Section 1 – Special definitions

### Costs and Expenses

- a) Claimants' costs and expenses
- b) costs incurred with the **insurer's** written consent in defending any claim for damages
- c) costs incurred with the **insurer's** written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this part.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the **insured**
  - b) a labour master or labour only subcontractor or persons supplied by any of them
  - c) self-employed
  - d) under a work experience or similar scheme
  - e) hired or borrowed by the **insured** from another employer
  - f) volunteering to assist or co-opted to assist the **insured**
- and working for the **insured** in connection with the **business** while under the **insured's** direct control or supervision.

### Injury

Bodily injury including death, illness and disease.

## Section 2 – Cover

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

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

### 2.1 Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided always that:

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

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

## 2.2 Court attendance costs

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

## 2.3 Damage to reputation

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

Provided always that:

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

## 2.4 Health and Safety at Work defence costs

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

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

in the defence of any criminal proceedings arising from an alleged breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 occurring during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this part including in any appeal against conviction arising from such proceedings.

Provided always that this will not apply to:

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

## 2.5 Indemnity to other persons

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

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

Provided always that:

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

## 2.6 Unsatisfied court judgments

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

Provided always that:

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

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

## Section 3 – Special exclusions

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

### 1. Motor

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

### 2. Work offshore

liability for Injury caused:

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

### 3. Work overseas

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

## Section 4 – Special provisions

### 1. Limit of indemnity.

The limit of indemnity specified in the schedule is the **insurer's** monetary limit (including all costs and expenses) in respect of the insurance provided by this part (other than any limit otherwise specified) and applies to any one claim or series of claims arising from any one cause.

### 2. Terrorism

The limit of indemnity in respect of any one claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000 or the limit of indemnity specified in the schedule, whichever is lower.

# Part H – Libel and slander

## Section 1 – Special definition

### Costs and Expenses

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

## Section 2 – Cover

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

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

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

Provided always that:

- i) the date of any publication or utterance on which a claim is based occurs during the period of insurance
- ii) any claim notified during the additional 12 month period after this part ceases to operate will be deemed to have been made during the final period of insurance.

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

### 2.1 Indemnity to other persons

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

Provided always that:

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

## Section 3 – Special exclusions

This part does not cover:

### 1. Excess

an **excess** the amount of which is specified in the schedule. Unless stated otherwise, the **excess** will apply to each and every claim or series of claims arising from any one publication or utterance

### 2. Exemplary or punitive damages

any amount in respect of exemplary or punitive damages

### 3. Malicious falsehood or injurious falsehood

liability arising from malicious falsehood or injurious falsehood.

## Section 4 – Special provisions

### 1. Claims notification

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

### 2. Discharge of liability

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

### 3. Limit of indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit including all Costs and Expenses and applies in the aggregate to:

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

# Part I – Motor vehicles

## Section 1 – Special definitions

### Accessories

- a) Parts or products specifically designed to be fitted to or used with the Vehicle including spare parts
- b) permanently fitted entertainment systems, communication, navigation, security equipment or other electronic equipment fitted to the Vehicle by the manufacturer. This does not include equipment temporarily sited in and removable from the Vehicle being powered from a cigarette lighter/accessory socket
- c) Electric Vehicle charging equipment, being charging cables, adaptors (provided with the Electric Vehicle by the manufacturer) and home installed charging points.

### Car

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

### Certificate

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

### Child Seat

Any car seat designed for children up to 12 years old including infant carriers, combination car seats, forward facing car seats and high back booster seats with or without harnesses.

### Commercial Vehicle

Any motor vehicle other than a Car or Motorcycle.

### Costs and Expenses

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

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

### Driver

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

### Electric Vehicle

Any Vehicle that uses one or more electric motors for propulsion that are powered by a self-contained battery which requires charging from an external power source.

### Geographical Limits

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

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



### Insured Person

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

### Licence

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

### Minibus

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

### Motorcycle

Any motorcycle, motorcycle and sidecar or moped.

### Passenger

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

### Pollution or Contamination

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

### Road

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

### Trailer

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

### Vehicle

Any motor vehicle excluding a steam driven vehicle but including an Electric Vehicle as follows:

- a) Car
- b) Motorcycle
- c) Commercial Vehicle
- d) any motor vehicle bearing a Trade Plate

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

### Windscreen

Glass in the windscreen and windows, sunroof or panoramic glass roof.

## Section 2 – Third party liability

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

### 2.1 Corporate Manslaughter

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

Provided always that:

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

### 2.2 Indemnity to personal representatives

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

### 2.3 Electric vehicle charging cables

The **insurer** will indemnify the Insured Person when liability is caused by or arises out of the charging of an Electric Vehicle irrespective of whether compulsory motor insurance legislation operative within the Geographical Limits applies or not.

### 2.4 Terrorism

In respect of legal liability for **damage to property** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism** the **insurer** will indemnify the **insured**.

Provided always that:

- a) the **insurer's** liability under this clause will not exceed £5,000,000 inclusive of Costs and Expenses or the minimum amount required by the compulsory motor insurance legislation in the country in which the incident occurs whichever is the greater
- b) this clause will only apply to proceedings brought in the Geographical Limits.

## Exclusions to Section 2

This section does not cover:

### 1. Airside

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

- a) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground

- b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars

## 2. Damage

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

## 3. Defective goods or treatment

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

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

## 4. Employers' liability

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

## 5. Loading or unloading

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

- a) the bringing of the load to any Vehicle for loading thereon
- b) the taking away of the load from any Vehicle after unloading therefrom

by any person other than the Driver or attendant of such Vehicle

## 6. Other insurances

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

## 7. Pollution or contamination

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

## 8. Terrorism

death or bodily injury to any person arising directly or indirectly from **terrorism** other than to meet the requirements of the compulsory motor insurance legislation in the country in which the incident occurs

## 9. Tool of trade

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

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

## Provision to Section 2

### 1. Limit of indemnity

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

## Section 3 – Indemnity to owner

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

## Section 4 – Joint liabilities

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

## Section 5 – Indemnity to principals

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

Provided always that:

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

## Section 6 – Movement of third party vehicles

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

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

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

## Section 7 – Contingent liability

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

Provided always that:

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

## Section 8 – Disabled motor vehicles

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

This section does not cover:

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

## Section 9 – Damage to Vehicle – by fire or theft

The **insurer** will indemnify the **insured** in respect of **damage** to the Vehicle and Accessories caused by fire or theft or attempted theft. Other than in respect of provision 1 this indemnity will not exceed the market value of the Vehicle and Accessories immediately before such **damage**.

## Section 10 – Damage to Vehicle – other than by fire or theft

The **insurer** will indemnify the **insured** in respect of **damage** to the Vehicle and Accessories other than as described in section 9. Other than in respect of provision 1 this indemnity will not exceed the market value of the Vehicle and Accessories immediately before such **damage**.

### Exclusions to Sections 9 and 10

Sections 9 and 10 do not cover:

1. wear and tear
2. mechanical, electrical, electronic or computer breakage, failure or breakdown
3. depreciation
4. loss of use
5. for section 10 – **damage** to tyres by application of brakes or by punctures cuts or bursts
6. **damage** to the Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds
7. **damage** caused by deception
8. any diminution in the value of the Vehicle.

### Provisions to sections 9 and 10

#### 1. New for old

If any Car or goods carrying Commercial Vehicle not exceeding 7.5 tonnes gross vehicle weight is within one year of first registration:

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

the **insurer** will replace it with a new Vehicle of the same manufacturer and of the same or like type provided always that:

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

#### 2. Theft or loss of keys

If the keys or any other removable ignition device or lock transmitter for the Vehicle are stolen or accidentally lost the **insurer** will at the **insured's** request pay to replace:

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

Provided that:

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

Any such payment will not be subject to any **excess** which would otherwise be payable.

#### 3. Child Seat replacement

Where a Car is fitted with a Child Seat, whether or not owned by or provided by the **insured**, in the event of an incident for which indemnity is provided by this section the **insurer** will replace the Child Seat with a new Child Seat of the same or like type, make, model and specification provided that such a replacement is available.

Any such payment will not be subject to any **excess** which would otherwise be payable.

#### 4. Hotel, restaurant or similar organisation

The **insurer** will indemnify the **insured** when the Vehicle is in the custody or control of any hotel, restaurant or similar organisation solely for the purposes of parking and that for the purposes of this clause any driving restriction specified within this policy will not apply.

#### 5. Incorrect fuelling

The **insurer** will indemnify the **insured** for the costs of draining and cleansing the fuel tank of the Vehicle as a consequence of accidental filling of the fuel tank with the incorrect fuel for the type of engine.

Any such payment will not be subject to any **excess** which would otherwise be payable.

#### 6. Emergency hotel and travel expenses

The **insurer** will pay the cost or provide indemnity in respect of:

- a) hotel expenses up to £250 for the Driver and each Passenger up to a maximum amount of £750 in connection with any one claim
- b) travel expenses up to a maximum amount payable in connection with any one claim of £250.

Cover will only apply:

- i) if the Vehicle is immobilised as a result of **damage** or loss
- ii) if the Vehicle is lost as a result of theft covered under section 10
- iii) where the **damage** or loss necessitates an unplanned overnight stop.

#### 7. Battery coverage (leased or hired)

If **damage** to an Electric Vehicle gives rise to a valid claim under sections 9 and 10 any payment may, at the **insurer's** discretion, be made to the owner of the Electric Vehicle's battery, or batteries, if the battery is leased or hired.

#### 8. Battery cover

The **insurer** will indemnify the **insured** in the event of **damage** to an Electric Vehicle's battery, regardless of whether any **damage** has occurred to the Electric Vehicle itself. This includes **damage** to the battery as a result of a power surge whilst charging but excludes **damage** caused by construction or material defects on the part of the manufacturer.

### Section 11 – Personal accident

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

- a) death
  - b) total and irrecoverable loss of sight in one or both eyes
  - c) the total and irrecoverable loss of use of one or more limbs
- pay £10,000.

Provided always that:

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

#### Exclusions to section 11:

This section does not cover:

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

### Section 12 – Repairs and spare parts

Following a claim under sections 9 or 10 the **insurer** will:

- a) pay the reasonable cost of removal to the nearest competent repairer and delivery to the **insured** when repairs have been completed
- b) at its discretion repair or replace the Vehicle or its Accessories or make a cash settlement not exceeding the market value of the Vehicle or its Accessories at the time of **damage**

- c) not be liable for a greater sum than the maker's last list price in the United Kingdom for the supply of any spare part and at the **insurer's** discretion a cash settlement on this basis may be made if a spare part cannot be obtained. If the supply of any spare part is delayed or repair is postponed and the **insured** uses the Vehicle in a damaged condition the **insurer** will not be liable for the cost of any further **damage** so caused.

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

### Section 13 – Personal effects

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

Provided always that:

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

### Section 14 – Medical expenses

The **insurer** will at the request of the **insured** pay the cost of medical expenses in respect of any person who sustains bodily injury while in the Vehicle caused by accidental means in connection with the use of the Vehicle.

The **insurer's** total liability under this provision is:

- a) the amount stated in the schedule in respect of each person for any one accident in Great Britain or Northern Ireland
- b) £5,000 in respect of any accident in the European Union provided that:
  - i) all occupants of the Vehicle are residents of the United Kingdom
  - ii) the **insurer** will not be liable for the cost of medical expenses covered by a separate insurance policy with the **insurer**.

### Section 15 – Service and repair

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

### Section 16 – Trailers

The indemnity provided under section 2 and sections 9 and 10 if operative will apply in respect of any Trailer the property of or in the care, custody or control of the **insured**.

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

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

### Section 17 – Unauthorised use

The **insurer** will indemnify the **insured** in the terms of section 2 and sections 9 and 10 if operative when the Vehicle is being used without the knowledge or consent of an authorised official of the **insured**. The **insurer** will not be liable under the terms of this section to indemnify any person driving or using the Vehicle.

### Section 18 – Foreign use

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

- a) general average, salvage, sue and labour charges arising from transportation by sea provided that in respect of the Vehicle section 10 is operative
- b) the enforced payment of customs duty following **damage** to the Vehicle giving rise to a valid claim under sections 9 or 10.

### Section 19 – Motor Insurance Database

The **insured** will supply details of any Vehicle whose use is insured by this part as required by the relevant law applicable within Great Britain and Northern Ireland for entry on the Vehicle Salvage & Theft Data (formerly known as MIAFTR).



## Section 20 – Hiring agreements

If to the knowledge of the **insurer** the Vehicle is the subject of any contract or hire purchase agreement all settlements made in cash under sections 9 and 10 will be to the owner whose receipt will constitute a discharge of the **insurer's** liability.

## Section 21 – Special exclusions

This part does not cover:

### 1. Contractual liability or liquidated damages

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

### 2. Earthquake or riot

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

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

### 3. Lessor negligence

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

### 4. Unauthorised use

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

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

This exclusion will not apply to claims under section 15

### 5. Unlicensed drivers

any claim while the Vehicle is being driven:

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

This exclusion will not apply when section 22 clause 5 operates.

## Section 22 – Special conditions

### 1. Discharge of liability

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

### 2. Insurer rights

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

### 3. Vehicle maintenance

The **insured** will:

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



#### 4. Unlicensed Drivers

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

Provided always that:

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

#### 5. Law applicable

This part is governed, in relation to each Vehicle insured under this part, by the law of the place within England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands where that Vehicle is used during the majority of the period of insurance or if there is any disagreement about which law applies, the law of the place where that Vehicle is registered. The **insured** agrees to submit to the exclusive jurisdiction of the courts in that place.

### Section 23 – Cover

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

#### A. Comprehensive

Sections 1 to 24 apply.

#### B. Comprehensive excluding windscreens

Sections 1 to 24 apply apart from section 10 which is cancelled solely in respect of claims for the breakage of glass windscreens, windows or sunroofs.

#### C. Third party, fire and theft

Sections 1 to 9 and 11 to 24 apply.

#### D. Third party and fire

Sections 1 to 9 and 11 to 24 apply. Section 9 is cancelled other than in respect of **damage** caused by fire.

#### E. Third party and theft

Section 1 to 9 and 11 to 24 apply. Section 9 is cancelled other than in respect of **damage** caused by theft or attempted theft.

#### F. Third party

Sections 1 to 8 and 15 to 24 apply.

### Section 24 – Excess

Applicable only where stated in the schedule.

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

#### K. Accidental damage

Section 10 damage other than damage to Windscreen.

#### L. Fire

Section 9 **damage** caused by fire.

#### M. Theft

Section 9 **damage** caused by theft or attempted theft.

#### N. Windscreens

Section 10 breakage of Windscreen requiring replacement.

#### P. Third party

Section 2.

#### Q. Theft total loss

Section 9 **damage** caused by theft or attempted theft where such **damage** renders the Vehicle a total loss constructive or otherwise.

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

## Section 25 – Additional covers

Applicable only where specified in the schedule(s).

### T. Continuing hire charges

In the event of the **insured** being liable to pay continuing hire charges incurred under a contract with the owner of a vehicle on temporary hire to the **insured** as a direct result of loss or **damage** caused to such vehicle and which is the subject of indemnity under section 9 or 10 the **insurer** will pay such charges for a period not exceeding 120 days from the date of the occurrence provided that:

- a) the **insurer** will not be liable for the first 72 hours of such charges
- b) the amount payable in respect of any one occurrence will not exceed the sum specified in the schedule as the Limit.

Sections 9 and 10 Exception c) will not apply to this cover.

### U. Occasional Business use

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

General Condition 10 will not apply to this cover.

### V. Loss of no claim discount/excess

#### Special definitions for this additional cover

##### Excess

The first part of each and every claim under a current Car policy which is not compulsorily imposed following an insurer's underwriting consideration of a proposal form or renewal of such policy.

##### No claim discount

A discount allowed by an insurer by way of a reduction from normal premium payable in recognition of a period or periods of insurance without claim under a Car policy.

##### Person insured

Anyone authorised by the **insured** to use a Car in connection with the **business**.

##### Cover

The **insurer** will indemnify the Insured Person in respect of:

- a) loss of or reduction in No Claim Discount
- b) payment of an Excess

incurred as a result of an accident occurring within the **territorial limits** involving a Car which at the time of the accident was being used by the Person Insured in connection with the **business**.

##### Exceptions

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

- a) any claim which is a direct result of the use of a Car by the Insured Person between their domestic residence and their normal place of work
- b) any temporary payment of an Excess or loss of No Claim Discount
- c) any amount in excess of:
  - i) £500 in respect of loss of or reduction in No Claims Discount
  - ii) £100 in respect of payment of an Excessfor any Insured Person in any period of insurance

### Special conditions

1. In the event of loss of No Claim Discount the **insurer** will pay the loss of or reduction in the ensuring years No Claim Discount between that earned and that which would have been earned had the accident not occurred.
2. The calculation of the amount to be paid will be based on the scale of No Claim Discount in force at the time of the accident.
3. On request the Insured Person will provide from their Car insurer evidence stating:
  - a) the amount of No Claim Discount permanently lost
  - b) the scale of No Claim Discount
  - c) the date of the accident and location
  - d) the amount and reason the Excess applied.

### W. Hiring charges

In the event of **damage** to Vehicle giving rise to a valid claim under sections 9 and 10 the **insurer** will indemnify the **insured** in respect of the cost of hiring a replacement vehicle of a similar model and performance provided that:

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

### X. Termination charges

The **insurer** will indemnify the **insured** in respect of termination charges and/or penalty charge and/or loss of advance rental incurred by the **insured** in respect of the early termination of any Car lease agreement entered into by the **insured** provided that:

- a) the early termination is caused by or is as a direct result of **damage** giving rise to a valid claim under sections 9 or 10
- b) the amount payable in respect of any one occurrence will not exceed the sum specified in the schedule as the limit
- c) the **insurer** will not be liable in respect of a charge incurred as a result of excess mileage.

# Part J – Motor legal expenses and uninsured loss recovery

The **insurer** for this Part of the policy is DAS Legal Expenses Insurance Company Limited ('DAS'). DAS is the underwriter and provides the legal protection insurance under this section

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

## Section 1 – Special Definitions

The following wordings have these meanings wherever they commence with a capital letter in this Part of the policy

### Costs and Expenses

All reasonable, proportionate and necessary costs chargeable by the Representative and agreed by the **insurer** in accordance with the DAS Standard Terms of Appointment.

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

### DAS Standard Terms of Appointment

The terms and conditions (including the amount the **insurer** will pay to a Representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).

Where a law firm is acting as a Representative the amount the **insurer** will pay is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured** first became aware of it.)

### Insured Person

The **insured** and any passenger or driver who is in or on the Insured Vehicle with the **insured's** permission. Anyone claiming under this section must have the **insured's** agreement to claim.

### Insured Vehicle

Any Vehicle as defined in part I.

### Period of Insurance

The period for which the **insurer** has agreed to cover the Insured Person.

### Preferred Law Firm

A law firm, barrister or tax expert the **insurer** chooses to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with the **insurer's** agreed service standard levels, which the **insurer** audits regularly. They are appointed according to the DAS Standard Terms of Appointment.

### Reasonable Prospects

The prospects that an Insured Person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.

A Preferred Law Firm, on the **insurer's** behalf, will assess whether there are Reasonable Prospects.

### Representative

The Preferred Law Firm, law firm, or other suitably qualified person the **insurer** will appoint to act on the Insured Person's behalf.

### Territorial Limit

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

## Uninsured Losses

Losses which an Insured Person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

## REPORTING A CLAIM

Please do not ask for help from a lawyer, before the **insurer** has agreed that the **insured** should do so. If the **insured** does, the **insurer** will not pay the costs involved even if they accept the claim.

Phone the **insurer** on **0800 783 6066** as soon as possible after the accident to speak to one of the **insurer's** dedicated customer claims handlers. If the **insured** is calling from outside of the UK, please phone the **insurer** on **+44 29 2085 4069**

## Section 2 – Cover

### Insured Incidents

Costs and Expenses incurred to recover Uninsured Losses after an event which causes:

- (a) **damage** to the Insured Vehicle or to any property belonging to an Insured Person in or on the vehicle; and/or
- (b) death or bodily injury to an Insured Person whilst travelling in or on the Insured Vehicle.

The **insurer** agrees to provide the insurance described in this policy section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy section, provided that:

- 1 Reasonable Prospects exist for the duration of the claim
- 2 the Date of Occurrence of the insured incident is during the Period of Insurance
- 3 any legal proceedings will be dealt with by a court, or other body which the **insurer** agrees to, within the Territorial Limit
- 4 the insured incident happens within the Territorial Limit.

### What the insurer will pay

The **insurer** will pay a Representative, on behalf of an Insured Person, Costs and Expenses incurred following an insured incident, provided that:

- (a) the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- (b) the most the **insurer** will pay in Costs and Expenses is no more than the amount the **insurer** would have paid to a Preferred Law Firm. The amount the **insurer** will pay a law firm (where acting as a representative) is currently £100 per hour. The amount may vary from time to time
- (c) in respect of an appeal or the defence of an appeal, the Insured Person must tell the **insurer** within the time limits allowed that they want to appeal. Before the **insurer** will pay the Costs and Expenses for appeals, the **insurer** must agree that Reasonable Prospects exist
- (d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **insurer** will pay in Costs and Expenses is the value of the likely award.

### What the insurer will not pay

In the event of a claim, if an Insured Person decides not to use the services of a Preferred Law Firm, they will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by the **insurer**.

## Section 3 – Special exclusions

This section of the policy does not cover:

- 1. A claim where the Insured Person has failed to notify the **insurer** of the insured incident within a reasonable time of it happening and where this failure adversely affects the Reasonable Prospects of a claim or the **insurer** considers their position has been prejudiced.
- 2. Any Costs and Expenses incurred before the **insurer** accepts the claim.
- 3. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 4. Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority.
- 5. Any legal action an Insured Person takes which the **insurer** or the Representative have not agreed to or where the Insured Person does anything that hinders the **insurer** or the Representative.

6. A dispute with the **insurer** not otherwise dealt with under special condition 7.
7. The Insured Vehicle being used by anyone, with the Insured Person's permission, who does not have valid motor insurance.
8. Any claim where an Insured Person is not represented by a law firm or barrister.

## Section 4 – Special conditions

1. An Insured Person must:
  - a) co-operate fully with the **insurer** and the Representative;
  - b) give the Representative any instructions that the **insurer** asks the **insured** to.
2.
  - a) On receiving a claim, if representation is necessary, the **insurer** will appoint a Preferred Law Firm as the **insured's** Representative to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
  - b) If the Representative cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm to act as the Representative.
  - c) If the **insured** chooses a law firm as the **insured's** Representative who is not a Preferred Law Firm, the **insurer** will give the **insured's** choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most the **insurer** will pay is the amount the **insurer** would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount the **insurer** will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.
  - d) The Representative must co-operate with the **insurer** at all times and must keep the **insurer** up to date with the progress of the claim.
3.
  - a) An Insured Person must tell the **insurer** if anyone offers to settle a claim and must not agree to any settlement without the **insurer's** expressed consent.
  - b) If an Insured Person does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
  - c) The **insurer** may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an Insured Person must allow the **insurer** to take over and pursue or settle a claim in their name. An Insured Person must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give the **insurer** all the information and help the **insurer** needs to do so.
4.
  - a) An Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited if the **insurer** asks for this.
  - b) An Insured Person must take every step to recover Costs and Expenses that the **insurer** has to pay and must pay the **insurer** any Costs and Expenses that are recovered.
5. If a Representative refuses to continue acting for the Insured Person with good reason or if the Insured Person dismisses a Representative without good reason the cover the **insurer** provides will end at once unless the **insurer** agrees to appoint another Representative.
6.
  - a) If an Insured Person settles a claim or withdraws their claim without the **insurer's** agreement or does not give suitable instructions to a Representative, the **insurer** can withdraw cover and will be entitled to re-claim any Costs and Expenses they have paid.
  - b) If during the course of a claim Reasonable Prospects no longer exist the cover the **insurer** provides will end at once. The **insurer** will pay any Costs and Expenses they have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement about the handling of a claim and it is not resolved through the **insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the **insurer** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

8. If there is a disagreement between an Insured Person and the **insurer** on the merits of the claim or proceedings, or on a legal principle, the **insurer** may suggest the Insured Person obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by the **insurer** and the cost expressly agreed in writing between the Insured Person and the **insurer**. Subject to this the **insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that the **insurer** has agreed to) or make a successful defence. This does not affect the Insured Person's rights under Special Condition 7.
9. An Insured Person must:
  - a) keep to the terms and conditions of this section of the policy
  - b) take reasonable steps to avoid and prevent claims
  - c) take reasonable steps to avoid incurring unnecessary costs
  - d) send everything the **insurer** asks for in writing; and
  - e) report to the **insurer** full and factual details of any claim as soon as possible and give the **insurer** any information they need.
10. If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.
11. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured's** business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## HOW TO MAKE A COMPLAINT

The insurer will always aim to give the insured a high quality service. If the insured thinks the insurer has let the insured down, the insured can contact the insurer by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW**
- completing the insurer's online complaint form at **www.das.co.uk/about-das/complaints**

Further details of the **insurer's** internal complaint-handling procedures are available on request.

If the **insured** is not happy with the complaint outcome or if the **insurer** has been unable to respond to the **insured's** complaint within 8 weeks, the **insured** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from **www.financial-ombudsman.org.uk**)

The **insured** can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**.

Using this service does not affect your right to take legal action.

## DATA PROTECTION

To comply with data protection regulations the **insurer** of this section of the policy (DAS) is committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how the **insurer** collects and uses this information. A full copy of the **insurer's** privacy notice can be found on their website – [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement). If you require a written copy of the **insurer's** privacy notice please email [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).



## HOW THE INSURER COLLECTS THE INSURED PERSONS INFORMATION

The **insurer** will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via the **insurer's** partners when you:

- purchase a DAS product;
- request or obtain a quote;
- use the policy, such as making a claim or using one of the **insurer's** helplines;
- request an update on your claim;
- make a complaint;
- use the **insurer's** websites;
- contact the **insurer** or one of its partners by telephone, by post or email, or when you communicate via online channels.

Types of information the **insurer** will typically ask for includes basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. The **insurer** will also need details of your claim, which may include sensitive personal information depending on the nature of the claim. The **insurer** will always be clear why they need this information and the purposes for which they will use it.

## HOW THE INSURER WILL USE YOUR INFORMATION

The **insurer** will use your information to:

- manage your policy;
- manage your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide you with the services outlined in your policy;
- handle complaints;
- provide quotes and sell policies.

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of the DAS Group. The **insurer** will also share information with your insurer or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of the DAS Group please visit the **insurer's** website [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement).

Your information may be disclosed when the insurer believes in good faith that the disclosure is:

- required by law; or
- to protect the safety of DAS; employees, the public or DAS UK Group property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

## WHAT IS THE INSURER'S LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

The **insurer** will use your personal information:

- because it is necessary for the performance of the **insurer's** contract with you or to take steps to enter into a contract with you;
- in order to comply with the **insurer's** legal obligations;
- because it is in the **insurer's** legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.



### **WHAT ARE THE INSURED'S RIGHTS?**

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS Parc  
Greenway Court  
Bedwas  
Caerphilly  
CF83 8DW

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### **HOW TO MAKE A COMPLAINT**

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk).

# Part K – Inspection contract

## Section 1 – Definitions

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

### Additional Services

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

### Annexes

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

### CLAW

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

### Commencement Date

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

### Competent Person

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

### Confidential Information

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

### Contract

This part including:

- a) the schedule
- b) the **inspection contract quotation**
- c) the location index.

### Contract Holder

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

### Contractor

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

### CoSSH

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

### Defect

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

### EAW

The Electricity at Work Regulations 1989.

### Incident

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

### Inspect, Inspected

To perform an **inspection**.

### Inspection

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

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

### Inspection Contract Quotation

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

### Inspection Fee

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

### Inspection Frequency

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

### Inspection Interval

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

### Inspection Service

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

### IRR

The Ionising Radiations Regulations 1999.

### LOLER

The Lifting Operations and Lifting Equipment Regulations 1998.

### Mid-Term Adjustment

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

### Normal Working Hours

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

### Plant

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

### PSSR

The Pressure Systems Safety Regulations 2000.

### PUWER

The Provision and Use of Work Equipment Regulations 1998.

### Recommendations

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

### Regulations

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

### Regulatory Body

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

- a) the Health and Safety Executive
- b) United Kingdom Accreditation Service

- c) the police
- d) local authority Environmental Health Departments.

### Report

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

### Risk Assessment

A risk assessment that either:

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

### SAFed

The Safety Assessment Federation or any successor body.

### Scope

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

### Site

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

### Thorough Examination

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

### Zurich Engineering

Zurich Engineering a trading name of Zurich Management Services Limited.

### Zurich Group

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

## Section 2 – Terms and Conditions

### 2.1 Confidentiality

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

### 2.2 Continuity clause

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

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

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

### 2.3 Contract duration and renewal

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

## 2.4 Contract Holder's Responsibilities

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

## 2.5 Contractor's responsibilities

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

- c) The **contractor** will only **inspect plant** that the **contract holder** makes available to the **contractor** and which is in a suitable condition for the **inspection** to take place. If **plant** or any part of **plant** cannot be located or is not made available by the **contract holder** for **inspection** the **report** will state which **plant** or which part of **plant** the **contractor** did not **inspect** and give the reason for this and the **contractor** will not be liable for any failure to **inspect** that **plant**. The **contractor** will notify the **contract holder** in writing within 14 days of any abortive attempts to arrange or attend an **inspection**.
  - d) The **inspection service** does not cover the preparation, operation, repair or maintenance of **plant**. If the **contractor** removes an inspection cover to perform the **inspection** the **contractor** will put it back in place.
  - e) While the **contractor** is on site the **contractor** will comply with the **contract holder's** safe systems of work as notified by the **contract holder** provided they do not conflict with **annex 4**. The **contractor** reserves the right not to carry out an **inspection** if in the **contractor's** reasonable opinion to do so would pose an unacceptable risk to the health, safety or welfare of the **contractor**, the **contract holder** or any other person and the **contractor** will notify the **contract holder** of this.
  - f) The **contractor** will provide the **contract holder** with a **report** setting out:
    - i) **plant** which has been **inspected**
    - ii) the **scope** of the **inspection**
    - iii) the **regulations** which have been applied
    - iv) whether any supplementary testing or **additional services** have been carried out
    - v) the findings of the **inspection** noting any **defects**. The **contractor** will report **defects** to the **regulatory body** where required to do so by the **regulations**.
  - g) The **contractor** will categorise **defects** as A-immediate, A-timed or B-**defects** in line with **annex 3**. In summary:
    - i) A-**defects** pose a risk of injury as specified in the **regulations**.
    - ii) A-immediate **defects** are where the risk of injury is immediate or imminent and should be addressed by the **contract holder** before the **plant** is used.
    - iii) A-timed **defects** are where the risk of injury is posed in the future and should be addressed by the **contract holder** before the date specified in the **contractor's report**.
    - iv) B-**defects** may pose a risk of injury but a risk other than as specified in or intended to be addressed by the **regulations**.
  - h) The **report** may bring to the **contract holder's** attention other noticeable and obvious **defects** that fall outside the **scope** although the **contractor** is not obliged to do so. The **contractor** will not assess the impact of such other **defects** and it will remain the **contract holder's** sole responsibility to assess them and decide what action to take.
  - i) Where the **contractor** has been unable to start or to complete an **inspection** that was due for whatever reason the **contractor** will issue a Report of Visit or Customer Advice notification explaining why the **inspection** could not be completed. The Report of Visit or Customer Advice will be given a reporting status as per **annex 3**.
  - j) The **contractor** will issue the **report** to the **contract holder** within 14 days following completion of the **inspection**. Where any **plant** is judged to give rise to 'A' **defects** the **contractor** will also issue a handwritten report prior to leaving the **site** identifying the relevant **plant** and the danger.
- The **report** is issued electronically by default as well as in paper hard copy format where preferred or necessary.
- The **contract holder** agrees that the **report**:
- i) confirms the condition and operability of **plant** at the date of **inspection** only; and
  - ii) is not a health and safety certificate nor evidence of full legal compliance of **plant**.

## 2.6 Contract price and payment

- a) The **contractor** is entitled to invoice the **contract holder** for the **inspection fee** on the **commencement date**.
- b) The **inspection fee** is set out in the schedule. The **contract holder** must notify the **contractor** immediately if the list of **plant** is incorrect.
- c) The **contractor** is entitled to adjust the **inspection fee** where:
  - i) any information the **contract holder** provides to the **contractor** or the list of **plant** is not accurate
  - ii) the **contract holder** advises the **contractor** of any alterations, modifications or other information regarding **plant**
  - iii) the **contract holder** and **contractor** agree in writing to any **mid term adjustments**.

- d) The **contractor** is entitled to increase the **inspection fee** where:
  - i) **inspections** are undertaken outside **normal working hours** at the **contract holder's** request
  - ii) the **contract holder** requires that the **contract holder's** representatives undertake training specific to the **contract holder's** own health, safety and welfare procedures
  - iii) the **contractor** is unable to carry out an **inspection** at an agreed time through no fault of the **contractor**
  - iv) the **contract holder** requests that the **contractor** re-inspect any **plant** through no fault of the **contractor**
  - v) the **contract holder** requests paper or duplicate copies of any **report**.
- e) Where the **contractor** notifies the **contract holder** of an increase to the **inspection fee** during the period of **contract** the **contractor** is entitled to invoice the **contract holder** for the additional amount. Otherwise any change to the **inspection fee** will be set off against the **inspection fee** for the following period of **contract**.
- f) Unless the **contractor** agrees otherwise in writing the **contract holder** must pay all the **contractor's** invoices within 30 days of the date of invoice.
- g) Unless otherwise agreed in writing the **inspection fee** is in sterling and exclusive of VAT or any other similar tax or duty levied by any government or other authority.

## 2.7 General

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

## 2.8 Responsibility for issues

- a) Except for the types of loss or damage set out in paragraphs c) and d) and subject to the limit of liability in paragraph e) if the **contractor** or the **contractor's** employees, agents or subcontractors are negligent in providing the **inspection service** or breach the **contractor's** obligations in this **contract** then the **contractor** will indemnify the **contract holder** against loss or damage which the **contract holder** suffers as a direct result of:
  - i) property damage
  - ii) injury to or death of any person
  - iii) claims brought against the **contract holder** by a third party.



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

## 2.9 Sanctions

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

## 2.10 Subcontracting

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

## 2.11 Termination

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

Any refund is subject to clause 2.7 a)



# Part L – Plant protection

## Section 1 – Special definitions

### Boiler and Pressure Plant

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

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

### Breakdown

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

### Collapse

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

### Damage

Sudden and unforeseen **damage**.

### Electrical and Mechanical Plant

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

### Explosion

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

### Fragmentation

**Damage** to Own Surrounding Property arising from fragmentation of any part of the Plant described in the plant specification.

### Lifting and Handling Plant

- a) In respect of Plant comprising lifts, platform hoists and lifting tables all integral parts up to and including main circuit breakers or control valves excluding any supporting structure or foundations, masonry or brickwork
- b) in respect of cranes and other lifting Plant:
  - i) all parts commencing in the case of a fixed unit at the point or points of anchorage and in the case of a travelling unit at and including the track wheels and terminating in the case of any unit at the hook, shackle or other connection to the burden rope or chain by which the load or appliance is attached; and
  - ii) all electrical equipment by which such Plant is driven commencing at the intake switch or plug or other connection on such Plant

excluding except where specifically stated in the schedule fixing bolts or appliances or the track upon which such Plant works.

### Own Surrounding Property

**Property** belonging to the **insured** or in the **insured's** custody or control other than:

- a) any part of Plant causing the Damage or any machinery or apparatus directly driving or driven by such Plant
- b) **property** being lifted, conveyed, handled, heated, cooled, processed by or contained in Plant.

## Plant

The machinery and equipment stated in the schedule the subject of a concurrent engineering inspection contract with Zurich Management Services Limited and kept at the Site.

## Site

The locations stated in the schedule.

## Storage Tank

Any permanently installed enclosed receptacle used for storage of fuel oil including supply and delivery piping excluding:

- a) flexible piping
- b) pipes buried in the ground or in concrete, masonry or brickwork
- c) any supporting structure or foundation.

## Section 2 – Cover

In the event of Damage occurring during the period of insurance the **insurer** will pay the **insured** the value of the **property** insured at the time of its Damage or the cost of repair of the Damage or at the **insurer's** option indemnify the **insured** by reinstatement, replacement or repair provided always that the **insurer's** liability will not exceed the amount stated in the schedule as the limit of indemnity in respect of all claims arising out of any one occurrence or arising out of all occurrences of a series consequent upon or attributable to one original cause.

The cover provided is determined by cover code as defined below and stated in the schedule against the item or type of Plant to which it applies.

### Cover Code B – breakdown

Damage to any item of Plant caused by its own Breakdown.

### Cover Code EC – explosion and collapse

Damage to any item of Boiler and Pressure Plant caused by its own Explosion or Collapse.

### Cover Code F – fragmentation

As defined in section 1.

### Cover Code G – lifted goods

Damage to **property** belonging to the **insured** or in the **insured's** custody or control occurring while such **property** is being handled or lifted by an item of Plant and arising out of its use provided always that any appliance for attaching the load to such Plant complies with any statutory obligations concerning its examination and certification.

### Cover Code L – storage tank contents

- a) Loss of contents of any Storage Tank
- b) the cost of removing any escaped liquid following such loss

as a result of Damage to a Storage Tank for which liability has been admitted by the **insurer** excluding loss caused by evaporation, seepage or normal trade loss.

### Cover Code R – reinstatement

In the event of Damage to Plant for which a claim is admitted by the **insurer** the basis upon which the amount payable is to be calculated will be **reinstatement** subject to the supplementary conditions stated in clause 2.9.

### Cover Code S – sudden and unforeseen damage

Damage to Plant which necessitates immediate repair or replacement to enable normal working to continue including Damage caused by Breakdown, Explosion and Collapse.

### Cover Code W – ingress of water

Damage to Plant caused by accidental ingress of water.

## 2.1 Capital additions

This part includes additional Plant which is installed and ready for use at the Site and falling within the description of Plant types already insured under this part.

Provided always that:

- a) the **insured** will supply to the **insurer** details of additional Plant as soon as reasonably practicable but not later than 12 months after the cover has applied and pay the additional premium required on the basis agreed between the **insured** and the **insurer** from the date of installation

- b) such Plant is free from material defects known to the **insured** and complies with any statutory obligation concerning its examination and certification
- c) the **insurer** is entitled to withdraw cover if such Plant is found to be unsatisfactory for insurance following inspection by the **insurer**.

## 2.2 Debris removal

This part includes costs and expenses necessarily incurred with the **insurer's** consent following indemnifiable Damage for an amount not exceeding £25,000 or 20% of the indemnifiable Damage whichever is the lesser in:

- a) removing debris including compliance with the Waste Electrical and Electronic Equipment Directive (WEEE)
- b) dismantling and/or demolishing
- c) shoring up, propping or boarding up

of **property** following insured Damage.

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

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

## 2.3 Emergency services

This part includes emergency service charges for which the **insured** may be liable not exceeding £15,000 in respect of each and every claim for Damage for which liability is accepted by the **insurer**.

## 2.4 European Union and public authority requirements (including undamaged property)

Subject to the following supplementary conditions this part includes the additional cost of reinstatement incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Union legislation
- b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority hereinafter referred to as the 'Stipulations' in respect of Damage to the **property** insured and undamaged portions thereof.

The **insurer** will not pay for:

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

## Supplementary conditions

1. The work of reinstatement must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the **insurer's** liability not being increased.
2. If the **insurer's** liability under this part apart from this clause is reduced by the application of any of the terms and conditions of this part then the **insurer's** liability under this clause will be reduced in like proportion.

## 2.5 Expediting expenses

This part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent in effecting temporary repair and of expediting permanent repair including overtime working and the use of rapid transport in consequence of Damage to **property** insured provided always that the cost does not exceed 50% of the amount payable by the **insurer** in respect of the Damage to **property** insured or £50,000 whichever is the lesser.

## 2.6 Loss minimisation and prevention expenditure

The insurance under this part includes reasonable costs and expenses necessarily incurred by the **insured** in:

- a) preventing or mitigating Damage to insured **property** in the event of imminent Damage
- b) preventing or mitigating further Damage to insured **property** after or in consequence of actual Damage.

Provided always that:

- i) the impending Damage was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred
- ii) the costs and expenses incurred prevented or mitigated the Damage
- iii) the **insurer's** limit of indemnity does not exceed £25,000 in the aggregate in any one period of insurance.

## 2.7 Own surrounding property

This part includes Damage to Own Surrounding Property directly resulting from insured Damage to Plant or in the case of Lifting and Handling Plant caused by impact through the normal operation of Plant even though such Plant does not itself suffer Damage excluding Damage to Own Surrounding Property caused by leakage from Plant provided always that the cost does not exceed the limit of indemnity stated in the schedule.

## 2.8 Payments on account

At the **insurer's** discretion payments on account may be made to the **insured** but in no case will any payment exceed the **insurer's** liability in respect of the limit of indemnity stated in the schedule.

## 2.9 Reinstatement basis

Subject to the following supplementary conditions the basis upon which the amount payable in respect of Plant not more than 2 years old and Own Surrounding Property is to be calculated will be **reinstatement**.

### Supplementary conditions

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

## 2.10 Temporary removal

This part includes Damage to Plant while temporarily removed to any other premises or working site within the **territorial limits**, the European Economic Area and Switzerland and while in transit other than by sea or air to and from such premises or working site.

Provided always that the **insurer's** total liability in respect of Damage to **property** insured which is in transit or temporarily located at other premises will not exceed £100,000 any one **event**.

## Section 3 – Special exclusions

This part does not cover:

1. **Consequential loss**  
compensation for loss of use or consequential loss of whatsoever nature
2. **Corrosion and erosion**  
the cost of rectifying or making good any form of corrosion or erosion howsoever arising but resulting Damage is not excluded

### 3. Current report of inspection

loss or damage caused to any item of Plant unless the item has a current report of inspection issued by a competent inspection authority.

Provided always that for the purposes of this exclusion any item the status of which remains 'not available' or 'not located' 60 days after the issue date of the report of inspection in which such status was first set will be deemed not to have a current report of inspection until it has next been inspected

### 4. Excluded parts

loss or damage to:

- a) glass or non-metallic parts
- b) any device for safety or protection when it operates for that purpose
- c) bulbs, thermionic valves, electric heating elements, photo electric cells, transistors, cathode ray and x-ray tubes and similar apparatus
- d) track rails, wear plates, cutting edges, crushing, grinding or hammering surfaces, cutting, shaping or drilling tools and the like

### 5. Fire and perils

loss or damage by fire howsoever caused, lightning, explosion other than Explosion where cover code S or EC applies, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal at the Site or at any other premises or working site while temporarily removed

### 6. Inadequate maintenance

loss or damage to any item of Plant caused by or arising from non-compliance by the **insured** with the maintenance requirements specified by the Plant manufacturer or supplier

### 7. Installation

loss or damage to any item of Plant during its installation, erection or dismantling

### 8. Known defects

loss or damage caused by known defects which are noted on the current report of inspection regardless of which competent inspection authority issued the current report.

If the current inspection report was not issued by the **insurer** then the **insurer** will require the **insured** to supply the **insurer** with a copy of that report if requested

### 9. Modifications

loss or damage to any item of Plant caused by or arising from modifications to that item beyond the specifications laid down by its manufacturer

### 10. Multiple lifts

loss or damage arising out of any raising or lowering operations in which a single load is shared between any item of Lifting and Handling Plant and any other equipment unless such operation is carried out in accordance with the British or European Code of Practice for the Safe Use of Cranes applying at the time of loss

### 11. Newly installed plant

loss or damage to any item of Plant due to its own Breakdown, Explosion or Collapse:

- a) where it has not successfully completed its performance acceptance tests
- b) occurring within 28 days of its initial installation at the Site

### 12. Product Recall

loss or damage to any item of Plant caused by or arising from non-compliance by the **insured** with a recall notice issued by the Plant manufacturer or supplier

### 13. Supplier's responsibility

loss or damage for which a manufacturer, supplier, contractor or repairer is responsible to the extent that the **insured** are able to recover from such party either by law or under contract

#### 14. Testing or repair

loss or damage to any item of Plant:

- a) which at the time of its occurrence is undergoing a hydraulic test or any form of testing involving abnormal stresses or intentional overloading
- b) caused by the application of any tool or process in the course of its maintenance, inspection, repair, alteration, modification or overhaul

#### 15. Wear and tear

the cost of rectifying or making good wear and tear, scratching of painted or polished surfaces, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts, defective joints or seams but resulting Damage is not excluded

#### 16. Electronic risks

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

### Section 4 – Special provisions

#### 1. Obsolete or foreign plant

In the event of a claim in respect of Plant which is obsolete or of foreign manufacture and for which replacement parts cannot be supplied by the makers from stock the **insurer's** liability will be limited to the price of corresponding parts of current Plant of similar size and type together with the estimated cost of installing them.

#### 2. Subrogation waiver

In the event of a claim the insurer agrees to waive any right, remedy or relief to which the **insurer** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary or subsidiary to parent to the **insured** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Damage
- b) any company which is a subsidiary of a parent company of which the **insured** is itself a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Damage.

#### 3. Suspension of cover

The **insurer** reserves the right at any time to suspend the insurance on any Plant until the **insurer's** requirements for its safe operation have been fulfilled.

### Section 5 – Special condition

#### 1. Access

The **insured** will afford reasonable facilities for the **insurer's** representatives to examine any Plant.

# Part M – Deterioration of stock

## Section 1 – Special definitions

### Accident

- a) Rise or fall in temperature in the cold chambers of the Refrigeration Plant at the premises as a direct result of:
  - i) sudden and unforeseen **damage** to the Refrigeration Plant or non-operation of its controlling devices by any cause not otherwise excluded
  - ii) failure of the public supply of electricity at the terminal ends of the supplier's service feeders at the premises
  - iii) failure of the electrical installation connecting the Refrigeration Plant to the supplier's service feeders
- b) action of refrigerant fumes escaping from the Refrigeration Plant.

### Refrigeration Plant

Refrigerators and freezers advised to the **insurer**.

### Replacement Value

The cost of replacing the Stored Goods including the cost of any processing and packaging undertaken by the **insured**.

### Stored Goods

Chilled or frozen foods contained in the Refrigeration Plant or elsewhere at the premises and which would have been contained in the Refrigeration Plant but for an Accident.

## Section 2 – Cover

In the event of deterioration, putrefaction or contamination of Stored Goods caused by an Accident the **insurer** will indemnify the **insured** in respect of:

- a) their Replacement Value less any amount received by the **insured** from their sale
- b) reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in their value which but for such additional expenditure would have taken place but not exceeding the amount of the reduction avoided

less any sum saved in respect of any costs or expenses which may cease or are reduced in consequence of the Accident.

The **insurer's** liability will not exceed the sum insured stated in the schedule in any one period of insurance.

### 2.1 Additional costs

The **insurer** will also indemnify the **insured** in respect of additional costs incurred by the **insured** with the **insurer's** consent for:

- a) obtaining a condemnation certificate issued by an environmental health officer as proof of loss in respect of any valid claim
- b) the disposal of Stored Goods for which a condemnation certificate has been issued as a result of an Accident for which the **insurer** has admitted liability
- c) the cleaning or decontamination of the Refrigeration Plant following an Accident for which the **insurer** has admitted liability.

The amount payable under additional costs will be in addition to the sum insured stated in the schedule and in respect of any one occurrence will not exceed £25,000 or 10% of the sum insured stated in the schedule, whichever is the lesser.

### 2.2 Automatic reinstatement of sum insured

In the absence of written notice by the **insurer** or the **insured** to the contrary this insurance will not be reduced by the amount of any loss in consideration of which the **insured** will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance.

### 2.3 Loss minimisation and prevention expenditure

The insurance under this part includes reasonable costs and expenses necessarily incurred by the **insured** in:

- a) preventing or mitigating **damage** to Stored Goods in the event of an imminent Accident
- b) preventing or mitigating further **damage** to Stored Goods after or in consequence of actual **damage**.



Provided always that:

- i) the impending Accident was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred
- ii) the costs and expenses incurred prevented or mitigated the **damage**
- iii) the **insurer's** limit of liability does not exceed £2,500 in the aggregate in any one period of insurance.

### Section 3 – Special exclusions

This part does not cover:

#### 1. Consequential loss

consequential loss of whatsoever nature

#### 2. Fire and perils

loss or damage in consequence of fire howsoever caused, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal, vehicle or by goods falling therefrom or by any animal at the Site or at any other **premises** or at any other premises or working site while temporarily removed

#### 3. Utilities

loss or damage in consequence of a failure of the supply of electricity directly or indirectly due to:

- a) a deliberate act of the supplier not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- b) a scheme of rationing not necessitated by loss or damage to the supplier's generating or supply equipment
- c) the inability of the supplier to maintain the supply system due to industrial action by any of its employees

#### 4. Electronic risks

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

### Section 4 – Special provisions

#### 1. Subrogation waiver

In the event of a claim the **insurer** agrees to waive any right, remedy or relief to which the **insurer** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary or subsidiary to parent to the **insured** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Accident
- b) any company which is a subsidiary of a parent company of which the **insured** is itself a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Accident.

#### 2. Underinsurance

If at the commencement of an Accident the sum insured at the premises where the Accident has occurred is less than the total Replacement Value of the Stored Goods thereat the **insured** will be considered as being their own insurer for the difference and the amount payable will be proportionately reduced.

For the avoidance of doubt solely in respect of any item under this policy that is declared to be subject to underinsurance clause c) iii) of general condition 5 will not apply.

### Section 5 – Special condition

#### 1. Access

The **insured** will afford reasonable facilities for the **insurer's** representatives to examine any Refrigeration Plant.



# Part N – Fidelity guarantee

## Section 1 – Special definitions

### Assets

Money, securities, goods or other property belonging to the **insured** or in the **insured's** trust or custody for which the **insured** is legally liable.

### Computer Equipment

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

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

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of loss of Assets belonging to the **insured** or in the **insured's** trust or custody for which the **insured** is legally responsible occurring as a direct result of any act of fraud or dishonesty committed by any person guaranteed stated in the schedule during the period of insurance.

Provided always that such loss is discovered not more than 24 months following:

- a) the termination of the insurance relative to the person guaranteed concerned in such loss
- b) the termination of employment with the **insured** of the person guaranteed or the last of the respective persons guaranteed if more than one was concerned with the fraud or dishonesty
- c) the termination of this part

whichever happens first.

### 2.1 Auditors fees

The **insurer** will indemnify the **insured** in addition to the sum guaranteed in respect of costs and expenses incurred by the **insured** in investigating and proving any act of fraud or dishonesty which results in a claim under this part provided always that the liability of the **insurer** under this clause will not exceed 10% of the amount otherwise payable in respect of such claim.

### 2.2 Third party computer fraud

Where the clause is stated by endorsement in the schedule as being operative and subject to the following supplementary conditions the **insurer** will indemnify the **insured** in respect of loss of Assets directly resulting from **hacking** occurring during the period of insurance which is discovered during that period of insurance or within a period of 24 months following the expiry of that period of insurance.

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

- a) **Electronic data**  
any loss not involving addition, amendment, substitution, corruption or distortion of or to electronic data
- b) **Employee dishonesty**  
any loss caused by an **employee** or by any other party or parties acting in collusion with any **employee**
- c) **Excess**  
the first £5,000 or any higher amount stated in any endorsement to this clause appearing in the schedule in respect of any one claim or series of claims consequent upon or attributable to any person or any group of persons acting in collusion
- d) **Loss limitation**  
more than the sum insured stated by endorsement in the schedule in respect of:
  - i) any one loss
  - ii) the total of all losses discovered during any one period of insurance where any losses discovered within 24 months of the termination of this clause will be treated as having been discovered during the final period of insurance

- iii) any number of losses during any number of periods of insurance forming the basis of any one claim whether under this clause or any similar policies issued in addition to it or in substitution for it

**e) Other insurance**

any loss caused by any other person in respect of whom employee dishonesty or fidelity guarantee insurance has been effected by the **insured** or caused by any other party or parties acting in collusion with such person.

**Supplementary Conditions to Cover 2.2**

**1. Employee dishonesty and data erasure insurance**

It is a condition precedent to the liability of the **insurer** under this clause that:

- a) employee dishonesty or fidelity guarantee insurance for all **employees** must be insured with the **insurer** under this part; and
- b) the basic sum guaranteed under such employee dishonesty or fidelity guarantee insurance must be equal to or more than the sum insured under this clause; and
- c) the **insured** must have in place insurance against erasure, destruction, corruption or distortion of software or data which is the subject of **hacking**.

**2. Notification of loss**

It is a condition precedent to the **insurer's** liability under this clause that the **insured** will as soon as practicable and with due diligence give notification in writing to the **insurer** of any loss or possible loss. The **insurer** will not be liable for any loss arising after such notification attributable to the same source of **hacking** which gave rise to such notification.

**3. Particulars of loss**

The **insured** will at the **insured's** own expense and within 3 months or such longer period as the **insurer** may allow following notification of a claim deliver to the **insurer** full particulars of the loss including the amount and the identity of the person or persons alleged to have been responsible and will provide the **insurer** with further particulars, information, proofs and explanations as may be reasonably required.

**4. Systems of security**

It is a condition precedent to the **insurer's** liability in respect of **hacking** that:

- a) a documented information security policy must be maintained and this must be approved by management, published and communicated to all **employees** using Computer Equipment
- b) access to all networks and systems must be authenticated by means of individual user identifications and passwords which are unpredictable, alphanumeric of at least 6 characters and required to be changed at least every 90 days
- c) firewalls must be in place to prevent **hacking** on all connections from internal networks and systems to external networks
- d) remote users must be authenticated before being allowed to connect to internal networks and systems
- e) anti-virus software must be installed on all networks and systems to protect against viruses, worms and other malicious code.

## Section 3 – Special exclusions

This part does not cover:

### 1. Consequential loss

any loss of interest or consequential loss of any kind

### 2. Excess

an **excess** the amount of which is stated in the schedule. Unless stated otherwise the **excess** will apply to each and every loss

### 3. Employees known to have committed prior fraudulent or dishonest acts

any loss arising from the engagement of any **employee** who to the **insured's** knowledge previously committed any fraudulent or dishonest act except for convictions regarded as spent under the Rehabilitation of Offenders Act 1974

### 4. Reasonable grounds for suspicion

any loss arising out of any act of fraud or dishonesty committed by any person guaranteed after the **insured** or any person acting on behalf of the **insured** has become aware of or has reasonable grounds for suspicion of any act of fraud, dishonesty or improper or irregular conduct on the part of that person guaranteed and this exclusion will be a bar to any claim involving such a person guaranteed acting in collusion with another or also others even though such other person(s) may not have committed or have given reasonable grounds for suspicion of any act of fraud or dishonesty or irregular conduct

### 5. References not passed to the insurer

any loss where the original references relating to any defaulting **employee** have not been passed to the **insurer**

### 6. Written references

any loss unless the **insured** within 6 weeks of engaging any **employee** obtains written references from former employers covering the whole period of 3 years immediately preceding the **employee's** engagement by the **insured**.

## Section 4 – Special provisions

### 1. Automatic reinstatement

Upon discovery of a loss leading to a valid claim under this part the sum guaranteed or the sum insured under clause 2.2 will be reinstated by the amount of such loss as subsequently ascertained.

Provided always that:

- a) the amount by which the sum guaranteed or sum insured is reinstated will only apply to acts of fraud or dishonesty committed subsequent to the date of such reinstatement
- b) the **insured** will pay any additional premium required by the **insurer**.

### 2. Insurer's rights

The commencement of criminal proceedings against any person guaranteed alleged by the **insured** to have committed any act of fraud or dishonesty will not be a condition precedent to the right of the **insured** to indemnity under this part but in the event of the **insurer** being required to indemnify the **insurer** will be entitled to exercise in the name of the **insured** (but at its own expense) for its own benefit all the **insured's** rights of action against the person guaranteed or their estate. This policy will be evidence of the **insurer's** leave so to do and the **insured** will provide all such assistance as the **insurer** may require in pursuit of the said rights.

### 3. Reduction of claim

Any **money** or the value of any property in the hands of the **insured** and belonging to or otherwise due to any person guaranteed whose fraud or dishonesty has given rise to a loss for which a claim is made under this part and which may legally be retained by the **insured** will be deducted from any amount that would otherwise be payable to the **insured**.

### 4. Sum guaranteed

The sum guaranteed stated in the schedule is the **insurer's** monetary limit in respect of:

- a) any one loss irrespective of the number of persons guaranteed involved
- b) the total of all losses discovered during any one period of insurance. Any losses discovered within the 24 month period allowed under section 2 proviso c) will be treated as having been discovered during the final period of insurance
- c) the total liability of the **insurer** during any number of periods of insurance and for any number of losses forming the basis of any one claim whether under this part or any similar policies issued in addition to or in substitution for them.

Where more than one sum guaranteed appears in the schedule the **insurer's** monetary limit will be the higher sum guaranteed relevant to the persons guaranteed involved in the loss or losses.

# Part O – Personal accident

## Section 1 – Special definitions

### Annual Salary

The total annual gross salary excluding overtime, bonus or commission payments unless specifically agreed otherwise payable by the **insured** to the Insured Person at the date Bodily Injury is sustained.

### Benefit Period

The total period (not necessarily consecutive) for which benefits for Temporary Total Disablement or Temporary Partial Disablement are payable in respect of any one loss to any Insured Person.

Where an Insured Person is employed by the **insured** on a fixed period contract the benefit period will cease at expiry of the contract or as defined in the schedule whichever is earlier.

### Bodily Injury

Bodily injury which is caused by an Event.

### Channel Islands

Jersey, Guernsey, Alderney and Sark.

### Child

Any child of an Insured Person who is unmarried and dependant and under 18 years of age or under 25 years of age if in full time education.

### Conveyance

An aircraft, ship, train, coach or similar means of transport which operates under a scheduled published timetable.

### Country of Permanent Residence

The country where an Insured Person resides indefinitely or where an Insured Person has the intent to reside indefinitely.

For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

### Country of Secondment

The country where an Insured Person:

- a) temporarily resides under a contract of employment with the **insured**
- b) undertakes an activity associated with the **business**

for more than 6 months and agreed by the **insurer** in a Country of Secondment endorsement attached to and forming part of this policy.

For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

### Deferment Period

The beginning of a period of temporary disablement during which compensation for Temporary Total Disablement or Temporary Partial Disablement will not be payable.

### Employee

Any person under a contract of service or apprenticeship with the **insured** or any person the **insured** has the right to instruct in their performance.

### Event

A sudden unforeseen and identifiable occurrence.

All occurrences consequent upon or attributable to one source or original cause will be regarded as a single occurrence where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

### Event Aggregate Limit

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event as stated in section 4.

### Gross Weekly Wage

The gross average weekly equivalent of Annual Salary.

### Hijack

The unlawful seizure or taking control of a Conveyance in which the Insured Person is travelling.

### Insured Person

Any person or category of persons as stated in the schedule.

### Journey

A journey not exceeding 6 months in duration authorised by the **insured** and undertaken by an Insured Person in connection with the **business** and commencing during the period of insurance.

### Kidnap

The unlawful abduction and detention of an Insured Person against their will.

### Loss of Limb

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

### Loss of Sight

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

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

### Medical Expenses

All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified Medical Practitioner and all hospital, nursing home or ambulance charges. Dental, optical expenses and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

### Medical Practitioner

Any legally qualified medical practitioner other than an Insured Person, a member of the immediate family of an Insured Person or a non-executive director of the **insured**, a **member** or Employee.

### Multi-Engined Aeroplane Limit

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event involving the same multi-engined aeroplane as stated in section 4.

### Operative Time

The period of time during which the **insured** or an Insured Person are covered under this part as stated in the schedule.

### Other Forms of Aerial Transport Limit

The maximum amount for which the **insurer** can be held liable in respect of all claims for Bodily Injury arising out of any one Event involving the same aircraft (not being a multi-engined aeroplane) as stated in section 4.

### Paraplegia

The permanent and total paralysis of the 2 lower limbs.

### Partner

The spouse, co-habiting partner or any other person recognised as the lawful partner of the Insured Person.

### Permanent Total Disablement

- a) In respect of an Insured Person who is an Employee and aged above 16 years of age but below state retirement age: disablement caused other than by Loss of Limb, Loss of Sight, Total Loss of Hearing or Total Loss of Speech which will in all probability totally prevent the Insured Person from engaging in their Usual Occupation for the remainder of their life.

- b) In respect of an Insured Person who is:
  - i) neither an Employee nor a **member**
  - ii) an Employee and above the state retirement age or below 16 years of age
 disablement caused other than by Loss of Limb, Loss of Sight, Total Loss of Hearing or Total Loss of Speech which will in all probability entirely prevent the Insured Person from engaging in any occupation for the remainder of their life.
- c) In respect of an Insured Person who is a **member**: disablement caused other than by Loss of Limb, Loss of Sight, Total Loss of Hearing or Total Loss of Speech which will in all probability prevent the Insured Person from engaging in the main occupation for which they are suited by training and qualifications for the remainder of their life.

### Quadriplegia

The permanent and total paralysis of all 4 limbs of the body.

### Temporary Partial Disablement

- a) In respect of an Insured Person who is an Employee and aged above 16 years of age but below state retirement age: disablement which prevents the Insured Person from engaging in more than 60% of their Usual Occupation for the Benefit Period.
- b) In respect of an Insured Person who is:
  - i) neither an Employee nor a **member**
  - ii) an Employee above the state retirement age or below 16 years of age
 disablement of the Insured Person to a substantial extent from engaging in any occupation for the Benefit Period.
- c) In respect of an Insured Person who is a **member**: disablement from engaging in more than 60% of the main occupation of the Insured Person for which they are suited by training and qualifications for the duration of the Benefit Period.

### Temporary Total Disablement

- a) In respect of an Insured Person who is an Employee and aged above 16 years of age but below state retirement age: disablement which totally prevents the Insured Person from engaging in all elements of their Usual Occupation for the Benefit Period.
- b) In respect of an Insured Person who is:
  - i) neither an Employee nor a **member**
  - ii) an Employee above the state retirement age or below 16 years of age
 disablement which entirely prevents the Insured Person from engaging in any occupation for the Benefit Period.
- c) In respect of an Insured Person who is a **member**: disablement which totally prevents the Insured Person from engaging in all elements of the main occupation for which they are suited by training and qualifications for the duration of the Benefit Period.

### Total Loss of Hearing

Total and permanent loss of hearing.

### Total Loss of Speech

Total and permanent loss of speech.

### United Kingdom

England, Scotland, Wales and Northern Ireland.

### Usual Occupation

The main occupation of the Insured Person for which they are suited by training and qualifications under a contract of employment with the **insured**.

### War

Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

## Section 2 – Cover

If an Insured Person sustains Bodily Injury during the Operative Time that within 24 months solely and independently of any other cause results in accidental death or accidental disablement the **insurer** will pay the **insured** the appropriate benefit stated in the schedule.

In respect of any one Insured Person a benefit will not be payable under more than one of benefits 1 to 7 with the exception of benefit 6 or benefit 7 which are payable in addition to benefit 4. Any benefit payable under benefit 8 or benefit 9 will immediately cease should a benefit under one of benefits 1 to 7 subsequently be payable by the **insurer** to the **insured**.

In respect of an Insured Person under the age of 16 the maximum compensation payable under benefit 1 will be £10,000.

### 2.1 Childcare costs and domestic staff expenses – members and Employees

In the event of a claim being agreed by the **insurer** for Temporary Total Disablement the **insurer** will indemnify the **insured** on behalf of any **member** or Employee for childcare costs and domestic staff expenses up to a maximum amount of £500 per week for a maximum period of 26 weeks or until the date of return full time to Usual Occupation whichever is the lesser period.

### 2.2 Coma benefit

In the event of the continuous unconsciousness of the Insured Person caused solely and independently by Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** £375 per week for each full week of continuous unconsciousness up to a maximum period of 104 weeks.

### 2.3 Damage to personal effects

If an Insured Person sustains **damage** to their personal effects consisting of money, articles of clothing, footwear and other **property** worn or carried by the Insured Person as a result of Bodily Injury in respect of which benefit becomes payable under this part or unprovoked assault during the Operative Time the **insurer** will pay the **insured** up to a maximum amount of £500.

### 2.4 Dental injury expenses

If an Insured Person sustains **damage** to teeth or fixed dentures during the Operative Time the **insurer** will pay the **insured** for the cost of necessary dental treatment required within 12 months of the Event giving rise to the **damage** up to a maximum amount of £2,000.

### 2.5 Dependants' benefit

If a payment is made under benefit 1 the **insurer** will pay the **insured** an amount per Child of 2% of the amount stated under benefit 1 subject to a maximum of £5,000 per Child and up to a total of 10% of the amount stated under benefit 1 or £50,000 whichever is the lesser.

### 2.6 Disability assistance

If an Insured Person sustains Bodily Injury during the Operative Time that within 24 months solely and independently of any other cause results in either Paraplegia or Quadriplegia the **insurer** will pay the **insured** up to £20,000 for expenses incurred with the **insurer's** prior written consent for alterations that are required to the Insured Person's home or car.

Provided always that expenses must have been incurred within 12 months of the **insured** receiving a benefit payment for either Paraplegia or Quadriplegia from the **insurer**.

### 2.7 Disappearance

If an Insured Person disappears and after a suitable period of time as judged reasonable by the appropriate legal authority it is reasonable to believe that the Insured Person's death resulted from Bodily Injury during the Operative Time the **insurer** will pay the **insured** the sum insured under benefit 1 in the schedule. If it later transpires that the Insured Person has not died any amount paid will be refunded by the **insured** to the **insurer**.

### 2.8 Domestic travel expenses

If an Insured Person sustains Bodily Injury while on a Journey during the Operative Time and requires an in-patient hospital admission within the Insured Person's Country of Permanent Residence or Country of Secondment the **insurer** will pay the **insured** up to £5,000 for all reasonable costs necessarily incurred for:

- a) travel, sustenance and accommodation expenses for up to 2 nominated persons who on medical advice are required to travel to or remain with the Insured Person until the Insured Person's return to the place where the Insured Person permanently resides within the country where they are an in-patient
- b) the return transportation of the Insured Person to the place where the Insured Person permanently resides within the country where they are an in-patient
- c) the transportation of the Insured Person to their final resting place within their Country of Permanent Residence or Country of Secondment in the event of the death of the Insured Person as a result of such Bodily Injury.



## 2.9 Exposure

If an Insured Person suffers unavoidable exposure to the elements during the Operative Time that within 24 months solely and independently of any other cause results in death or disablement the **insurer** will pay the **insured** in accordance with the benefits stated in the schedule.

## 2.10 Facial scarring

If an Insured Person sustains Bodily Injury during the Operative Time which results in permanent scarring to no less than 15% of the facial area the **insurer** will pay the **insured** £1,500 and this benefit will be increased proportionally to a maximum amount of £10,000 on the basis of actual scarring of the facial area up to 100%.

## 2.11 Funeral expenses

If a payment is made under benefit 1 the **insurer** will pay the **insured** up to £10,000 for reasonable funeral expenses. The **insurer** will not be liable for more than the Event Aggregate Limit stated in section 4.

## 2.12 Hijack or kidnap

If an Insured Person is the victim of a Hijack or Kidnap during the Operative Time the cover provided under this section will remain in force until the Insured Person has returned to their Country of Permanent Residence or Country of Secondment or until a period of 12 months from the date of the Hijack or Kidnap has expired whichever occurs first.

## 2.13 Hospitalisation benefit

If an Insured Person is admitted to hospital as an in-patient as a result of Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** £375 for each full week of hospitalisation up to a maximum period of 52 weeks.

## 2.14 Medical Expenses

If an Insured Person incurs Medical Expenses as a result of Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** up to 20% of the amounts paid under benefits 1 to 7 inclusive or 30% of the amounts paid under either benefit 8 or benefit 9 whichever is the greater but not exceeding £20,000.

## 2.15 Moving costs

Where an Insured Person sustains Permanent Total Disablement and the **insurer** agrees to a claim for such disablement the **insurer** will pay the **insured** on behalf of the Insured Person up to a maximum amount of £20,000 for estate agent's fees, stamp duty and removal costs incurred by the Insured Person within 24 months of the Event giving rise to the disablement as a result of which it becomes necessary to move their permanent residence to an alternative permanent residence.

## 2.16 Permanent Partial Disablement

If the Insured Person sustains permanent partial disablement during the Operative Time the **insurer** will pay the **insured** the following percentages of the sum insured under benefit 4 for permanent severance or permanent total loss of use of:

a) one thumb	30%
b) forefinger	20%
c) any finger other than forefinger	10%
d) big toe	15%
e) any toe other than big toe	5%
f) shoulder or elbow	25%
g) wrist, hip, knee or ankle	20%
h) lower jaw by surgical operation	30%

Provided always that:

- i) when an Insured Person suffers more than one form of permanent partial disablement as a result of an Event the percentages from each will be added together but the **insurer** will not pay more than 100% of benefit 5
- ii) any permanent partial disablement not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above without reference to the Insured Person's occupation
- iii) if a claim is payable for loss of or loss of use of a whole part of the body a claim for any component part of that part cannot also be made.



## 2.17 Physiotherapy

In the event of a claim being agreed by the **insurer** for Temporary Total Disablement the **insurer** will pay the **insured** on behalf of the Insured Person for the cost of physiotherapy up to a maximum amount of £500.

## 2.18 Rehabilitation support

Where an Insured Person suffers Bodily Injury resulting in disablement for which the **insurer** agrees to pay a benefit under this part the **insurer** will at its discretion for a maximum period of 12 months from the date of such disablement enlist the services of Zurich Medical Management to:

- a) carry out by telephone an initial medical assessment of the Insured Person in conjunction with the Insured Person's medical advisors and discuss options for beneficial medical, prosthetic and counselling services
- b) provide support to the Insured Person during the recovery period to minimise the effects of their Bodily Injury and to follow the agreed rehabilitation plan and to advise on and coordinate a return to work plan.

Provided always that the **insured** or the Insured Person will bear the cost of any treatment or other services taken up as a result of such support or arrangements offered or made by Zurich Medical Management other than that cost allowed for under clause 2.17.

## 2.19 Retraining expenses – members and Employees or their Partner

If the **insurer** makes a payment for Permanent Total Disablement the **insurer** will also pay the **insured** up to £15,000 for reasonable expenses incurred in retraining any **member** or Employee for an alternative occupation and in the event of the **member** or Employee being unable to undertake retraining for any alternative occupation the **insurer** will pay the **insured** up to £15,000 for reasonable expenses incurred in retraining the **member's** or Employee's Partner for a new or alternative occupation.

## Section 3 – Special exclusions

This part does not cover any expense or loss arising from:

### 1. Active service

an Insured Person engaging in active service in any of the armed forces of any nation

### 2. Age limitation

any Insured Person who has attained the age of 80 years or in the case of a **member** 90 years unless such Bodily Injury, loss or expense occurs during the period of insurance in which the Insured Person attains the age of 80 or 90 years as the case may be

### 3. Excluded causes

any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post traumatic stress disorder other than as a direct result of Bodily Injury caused by an Event

### 4. Excluded travel to dangerous or unsettled areas

a Journey to the countries or specific areas of countries listed in the schedule

### 5. Non-passenger air travel

an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

### 6. Suicide or self-injury

an Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury

### 7. War risks

War within the Insured Person's Country of Permanent Residence or Country of Secondment.

## Section 4 – Special provisions

### 1. Any one Insured Person maximum benefit

The maximum amounts payable under this part are as follows:

Maximum benefit any one Insured Person (benefits 1 to 7)	£500,000
Maximum benefit any one Insured Person (benefits 8 and 9)	£500,000

## 2. Event Aggregate Limitation

The maximum amount payable under this part as the Event Aggregate Limit is £5,000,000.

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event exceeds the Event Aggregate Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Event Aggregate Limit.

## 3. Multi-Engined Aeroplane Limit and Other Forms of Aerial Transport Limit

The maximum amount payable under this part as:

- a) the Multi-Engined Aeroplane Limit is £1,000,000
- b) the Other Forms of Aerial Transport Limit is £500,000

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event involving the same:

- i) multi-engined aeroplane exceeds the Multi-Engined Aeroplane Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Multi-Engined Aeroplane Limit
- ii) aircraft (not being a multi-engined aeroplane) exceeds the Other Forms of Aerial Transport Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Other Forms of Aerial Transport Limit.

## Section 5 – Special conditions

### 1. Assignment

This insurance may not be assigned without the prior written consent of the **insurer**.

### 2. Interest

No sum payable under this part will carry interest.

### 3. Special claims conditions

It is a condition precedent to the **insurer's** liability under this part that in the event of any circumstances which could give rise to a claim the **insured** will:

- a)
  - i) give notice to the **insurer** as soon as reasonably possible
  - ii) make no admission of liability without the **insurer's** prior written consent
  - iii) provide the **insurer** or the **insurer's** appointed representatives with:
    - 1) all necessary assistance in a timely manner
    - 2) all information reasonably required
    - 3) all documentation and records necessary to establish and assess indemnity under this part
  - iv) prove the loss to the **insurer's** reasonable satisfaction
  - v) forward immediately to the **insurer** or the **insurer's** representatives any letter, writ or other document received in connection with any claim made under this part
  - vi) assist and concur with all reasonable arrangements for the **insurer's** medical advisers to examine an Insured Person in respect of whom a claim has arisen
- b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by the **insurer** on all matters connected with a claim at such reasonable time and place as the **insurer** may designate.

No act by the **insurer** or the **insurer's** representatives in connection with any investigation will be deemed a waiver of any defence which the **insurer** might otherwise have. All acts will be deemed to have been made without prejudice to the **insurer's** liability.

The **insurer** reserves the right to:

- i) take such steps as the **insurer** deems necessary to prevent, mitigate or minimise a loss
- ii) take over and conduct the defence or settlement of claims made against an Insured Person that is covered by this part
- iii) pursue all rights or remedies available to the **insured** whether or not payment has been made.

### 4. Third party rights

A person who is not a party to this contract including specifically an Insured Person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

# Part P – Legal expenses

The **insurer** for this part of the policy is DAS Legal Expenses Insurance Company Limited ('DAS'). DAS is the underwriter and Agent and provides the legal protection insurance and additional services under this section

## Section 1 – Special Definitions

The following wordings have these meanings wherever they commence with a capital letter in this Part of the policy

### Costs and Expenses

All reasonable, proportionate and necessary costs chargeable by the Representative and agreed by the **insurer** in accordance with the DAS Standard Terms of Appointment.

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

### DAS Standard Terms of Appointment

The terms and conditions (including the amount the **insurer** will pay to a Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

Where a law firm is acting as a Representative on the **insured's** behalf the amount the **insurer** will pay is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

- a) For civil cases (other than as specified under (c) to (e) below) the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured** or an Insured Person first became aware of it.)
- b) For criminal cases the Date of Occurrence is when the Insured Person began, or is alleged to have begun to break the law.
- c) For insured incident 3 – Statutory licence appeal the date when the **insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the **insured's** licence, mandatory registration or British Standard Certificate of Registration.
- d) For insured incident 7 Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies the **insured** of its intention to carry out an enquiry.

For VAT or Employer Compliance Disputes, the date the dispute arises during the Period of Insurance following the issue of an assessment, written decision or notice of a civil penalty.

- e) For insured incident 2 Legal defence (e) Statutory notice appeals, the date when the Insured Person is issued with the relevant notice and has the right to appeal.

### Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning the **insured's** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

### Insured Person

The **insured** and the **members**, employees and any other individuals declared to the **insurer** by the **insured**.

### Period of Insurance

The period for which the **insurer** has agreed to cover the Insured Person and for which the premium has been paid.

### Preferred Law Firm

A law firm, barrister or tax expert the **insurer** chooses to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with the **insurer's** agreed service standard levels, which the **insurer** audits regularly. They are appointed according to the DAS Standard Terms of Appointment.

### Reasonable Prospects

- a) For civil cases (other than insured incidents 1 Employment disputes and compensation awards and 2 Legal defence) the prospects that the Insured Person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that the **insurer** has agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%.

A Preferred Law Firm or tax consultancy, on the **insurer's** behalf, will assess whether there are Reasonable Prospects.

- b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- c) For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

### Representative

The Preferred Law Firm, law firm, tax consultancy, accountant or other suitably qualified person the **insurer** appoints to act on the Insured Person's behalf.

### Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- a) includes a request to examine any aspect of the **insured's** books and records; or
- b) advises of a check of the **insured's** whole tax return.

### Territorial Limit

#### For insured incidents 2 Legal Defence (excluding 2(e)), and 6(b) Bodily Injury

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Lichtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

#### For all other insured incidents

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

### VAT Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to the **insured's** VAT affairs.

To make sure that the **insured** gets the most from the cover, please take time to read this section of the policy which explains the insurance cover and additional services available.

## HOW THIS SECTION OF THE POLICY CAN HELP

Please find below information about the services this section of the policy offers and details of how to make a claim. If the **insured** wishes to speak to the **insurer** about:

- **Legal Advice** – the **insured** can get telephone legal advice on any legal issue affecting their **business**.
- **Insurance Claims** – the **insured** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting the **business**.

Please phone the **insurer** on 0117 934 2116. The **insurer** will ask the **insured** about their legal issue and if necessary call them back to deal with their query.

## REPORTING A CLAIM

Please do not ask for help from a lawyer, accountant or anyone else before the **insurer** has agreed that the **insured** should do so. If the **insured** does, the **insurer** will not pay the costs involved even if they accept the claim.

Report a claim by calling the **insurer** on **0117 934 2116**, available 24 hours a day, 7 days a week. Have the policy number ready and the **insurer** will ask about the claim.

The **insurer** will assess the claim to check the claim is covered and, if it is, the **insurer** will send it to a lawyer who specialises in that type of claim.

The lawyer will assess the case and tell the **insured** how likely it is they will win. If they are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. The **insurer's** claims handlers can answer any questions the **insured** may have when they receive the **insured's** claim, alternatively the **insured** can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim)

## Section 2 – Cover

This policy section, the policy schedule and any endorsement shall be considered as one document and describe the contract between the **insured** and the **insurer**. The **insurer** agrees to provide the insurance described in this policy section for the **insured** (or where specified, the Insured Person) in respect of any insured incident arising in connection with the **business**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy section, provided that:

- a) Reasonable Prospects exist for the duration of the claim (other than insured incidents Employment disputes and compensation awards and Legal defence)
- b) the Date of Occurrence of the insured incident is during the Period of Insurance; or
- c) during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - i) the previous legal expenses insurance policy required the **insured** to report claims during its currency
  - ii) the **insured** could not have notified a claim previously as the **insured** could not have reasonably been aware of the insured incident
  - iii) cover has been continuously maintained in force
  - iv) the **insurer** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
  - v) the available limit of indemnity shall be limited to the lesser of the sums payable under this or the **insured's** previous policy, and
- d) any legal proceedings will be dealt with by a court or other body which the **insurer** agrees to in the Territorial Limit
- e) the insured incident happens within the Territorial Limit.

### What the insurer will pay

The **insurer** will pay a Representative, on the **insured's** behalf, Costs and Expenses incurred following an insured incident, and any compensation awards that the **insurer** has agreed to, provided that:

1. the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause for Costs and Expenses and compensation awards claims is detailed within the **insured's** policy schedule
2. the most the **insurer** will pay for the total of all compensation awards under insured incident 1 – Employment disputes and compensation awards (b) Compensation awards in any one Period of Insurance shall not exceed £1,000,000
3. the most the **insurer** will pay in Costs and Expenses is no more than the amount the **insurer** would have paid to a Preferred Law Firm or tax consultancy. The amount the **insurer** will pay a law firm (where acting on the **insured's** behalf) is currently £100 per hour. This amount may vary from time to time
4. in respect of an appeal or the defence of an appeal, the **insured** must tell the **insurer** within the time limits allowed that the **insured** wants to appeal. Before the **insurer** pays the Costs and Expenses for appeals, the **insurer** must agree that Reasonable Prospects exist
5. for an enforcement of judgment to recover money and interest due to the **insured** after a successful claim under this section of the policy, the **insured** must agree that Reasonable Prospects exist
6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **insurer** will pay in Costs and Expenses is the value of the likely award; and
7. in respect of incident 2 – Legal defence (f) Jury service and court attendance the maximum the **insurer** will pay is the Insured Person's net salary or wages for the time that the Insured Person is absent from work less any amount the **insured**, the court or tribunal pays.

### What the insurer will not pay

1. In the event of a claim, if the **insured** decides not to use the services of a Preferred Law Firm or tax consultancy, the **insured** will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by the **insurer**.
2. If the **insured** is registered for VAT the **insurer** will not pay the VAT element of any Costs and Expenses.
3. the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If the **insured** is using a Preferred Law Firm, the **insured** will be asked to pay this within 21 days of the **insured's** claim having been assessed as having Reasonable Prospects. If the **insured** are using the **insured's** own law firm, this will be within 21 days of their appointment (following confirmation the **insured's** claim has Reasonable Prospects). If the **insured** does not pay this amount the cover for the **insured's** claim could be withdrawn.

## Insured Incidents

### 1. Employment Disputes and Compensation Awards

#### a) Employment Disputes

Costs and Expenses to defend the **insured's** legal rights:

- i) before the issue of legal proceedings in a court or tribunal;
  - 1) following the dismissal of an employee; or
  - 2) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- ii) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- iii) in legal proceedings in respect of any dispute with:
  - 1) a contract of employment with the **insured**; or
  - 2) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

#### Exclusions to insured incident 1 a)

Insured incident 1 a) does not cover a claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force before:
  - a) any dispute where the originating cause of action arises within the first 90 days of the start of this section of the policy
  - b) any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this section of the policy if the Date of Occurrence was within the first 180 days of the start of this section of the policy and the dispute relates directly to the same matter(s) which gave rise to that warning
  - c) any notice of redundancy or alleged redundancy or unfair selection for redundancy which arises within the first 180 days of the start of this section of the policy
2. any claim in respect of damages for personal injury
3. employee internal disciplinary or grievance procedures
4. pursuing the **insured's** legal rights.

#### b) Compensation Awards

The **insurer** will pay:

- i) any basic and compensatory award; and/or
- ii) an order for compensation following a breach of the **insured's** statutory duties under employment legislation in respect of a claim the **insurer** has accepted under insured incident 1 a).

Provided always that:

- 1 any sum of money in settlement of a dispute is awarded by a court, tribunal under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by the **insurer**.
- 2 the total amount payable by the **insurer** for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one Period of Insurance will not exceed £1,000,000.

#### Exclusions to insured incident 1 b)

Insured incident 1 b) does not cover a claim relating to the following:

1. any compensation award relating to the following:
  - a) trade union activities, trade union membership or non-membership
  - b) pregnancy or maternity rights, paternity, parental or adoption rights
  - c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - d) statutory rights in relation to trustees of occupational pension schemes
2. non-payment of money due under a contract



3. any award ordered because the **insured** has failed to provide relevant records to employees under National Minimum Wage legislation
4. any compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal
5. a settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

**c) Employee civil legal defence**

Costs and Expenses to defend the Insured Person's legal rights if an event arising from an Insured Person's work as an employee leads to civil action being taken against them under legislation for unlawful discrimination

**d) Service Occupancy**

Costs and Expenses to recover possession of premises owned by or for which the **insured** is responsible from the **insured's** employee or ex-employee.

**Exclusion to insured incident 1 d)**

Insured incident 1 d) does not cover a claim relating to the following:

1. any claim relating to defending the **insured's** legal rights other than defending a counter-claim that is an insured incident under this section of the policy.

**2. Legal Defence**

At the **insured's** request:

- a) Costs and Expenses to defend the Insured Person's legal rights:
  - i) prior to the issue of legal proceedings when dealing with the:
    - 1) police; or
    - 2) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence
  - ii) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

Provided that for claims relating to the Health and Safety at Work etc Act 1974 the Territorial Limit shall be any place where the Act applies.

Please note the **insurer** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business**. Please see Section 2 – Cover

- b) Costs and Expenses to defend the Insured Person's legal rights if civil action is taken against the Insured Person for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:
  - i) an individual. The **insurer** will also pay any compensation award in respect of such a claim
  - ii) a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note the **insurer** will not pay any compensation award in respect of such a claim.

Provided that in respect of 2(b)(i) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by the **insurer**.

Please note the **insurer** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Special exclusion 3 of this Section.

- c) Cost and Expenses to defend the Insured Person's legal rights following civil action taken against the Insured Person for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance
- d) Costs and Expenses to defend the Insured Person's (other than the **insured's**) legal rights if civil action is being taken against them as trustee of a pension fund set up for the benefit of the **insured's** employees.
- e) Costs and Expenses for an appeal against the imposition or terms of any statutory notice issued under legislation affecting the **insured's** business
- f) the **insurer** will pay for an Insured Person's absence from work:
  - i) to perform jury service
  - ii) to attend any court or tribunal at the request of the Representative.

The maximum the **insurer** will pay is the Insured Person's net salary or wages for the time that they are absent from work less any amount the **insured**, the court or tribunal, have paid them.

The **insurer** will reimburse the **insured** for net salary or wages that they have paid the Insured Person for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

### Exclusions to insured incident 2

Insured incident 2 does not cover a claim relating to the following:

1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs. Please note this exclusion applies to section a) i) of the Legal defence cover.
2. investigations or prosecutions for alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle. Please note this exclusion applies to sections a) i) and a) ii) of the legal defence cover
3. a) the loss, alteration, corruption or distortion of, or damage to stored personal data; or  
b) a reduction in the functionality, availability, or operation of stored personal data  
resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.  
Please note this exclusion applies to section b) of the Legal defence cover.
4. an appeal against the imposition or terms of any Statutory Notice issued in connection with the **insured's** licence, mandatory registration or British Standard Certificate of Registration
5. a Statutory Notice issued by an Insured Person's regulatory or governing body.

Please note exclusions 4. and 5. apply to section e) of the Legal defence cover.

6. any claim if the **insured** or the Insured Person are unable to prove the loss (Please note, this exclusion applies to section f) of the Legal defence cover.

### 3. Statutory Licence Appeal

Costs and Expenses to represent the **insured** in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms, of or refuse to renew, or cancel the **insured's** licence, mandatory registration or British Standard Certificate of Registration.

### Exclusions to insured incident 3

Insured incident 3 does not cover a claim relating to the following:

1. the original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle.

### 4. Contract Disputes

This insured incident is only operative if shown in the schedule.

Costs and Expenses for the **insured's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the **insured** for the purchase, hire, sale or provision of goods or of services.

Provided that:

- a) the amount in dispute exceeds £250 (incl. VAT). If the amount in dispute exceeds £5,000 (incl. VAT), the **insured** must pay the first £500 of any claim. If the **insured** is using a Preferred Law Firm, the **insured** will be asked to pay this within 21 days of the **insured's** claim having been assessed as having Reasonable Prospects. If the **insured** is using their own law firm, this will be within 21 days of their appointment (following confirmation the **insured's** claim has Reasonable Prospects).  
If the **insured** does not pay this amount the cover for the **insured's** claim could be withdrawn
- b) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250 (incl. VAT)
- c) if the dispute relates to money owed to the **insured** a claim under this section of the policy is made within 90 days of the money becoming due and payable.



#### Exclusions to insured incident 4

Insured incident 4 does not cover a claim relating to the following:

1. unless equivalent legal expenses insurance was in force immediately before, any dispute arising from an agreement entered into prior to the start of this section of the policy if the Date of Occurrence is within the first 90 days of start of this section of the policy
2.
  - a) a dispute relating to an insurance policy, other than when the **insured's** insurer refuses the **insured's** claim
  - b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings other than a dispute with a professional advisor in connection with these matters
  - c) a loan, mortgage, pension, guarantee or any other financial product other than a dispute with a professional adviser in connection with these matters
3. a dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **insured**. (Please refer to insured incident 1 Employment disputes and compensation awards.)
4. a dispute which arises out of the:
  - a) sale or provision of computer hardware, software, systems or services
  - b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the **insured's** own specification
5. a dispute arising from a breach or alleged breach of professional duty by an Insured Person
6. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

#### 5. Debt Recovery

This insured incident is only operative if shown in the schedule.

Costs and Expenses for the **insured's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.

Provided that:

- a) the debt exceeds £250 (incl. VAT)
- b) a claim for debt recovery under this section of the policy is made within 90 days of the money becoming due and payable
- c) the **insurer** has the right to select the method of enforcement or to forego enforcing judgment if the **insurer** is not satisfied that there are or will be sufficient assets available to satisfy judgment.

#### Exclusions to insured incident 5

Insured incident 5 does not cover a claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately before, any debt arising from an agreement entered into prior to the start of this section of the policy if the debt is due within the first 90 days of the start of this section of the policy
2. any claim relating to the following:
  - a) the settlement payable under an insurance policy
  - b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings
  - c) a loan, mortgage, pension, guarantee or any other financial product, other than a dispute with a professional adviser in connection with these matters
3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
4. the recovery of money and interest due from another party where the other party intimates that a defence exists
5. any dispute which arises from debts the **insured** has purchased from a third party.

#### 6. Property Protection and Bodily Injury

##### a) Property Protection

Costs and Expenses for the **insured's** legal rights in any civil dispute relating to property which is owned by or the responsibility of the **insured** following:

- i) any event which causes physical damage to such property

- ii) a legal nuisance (meaning any unlawful interference with the **insured's** use or enjoyment of the **insured's** land, or some right over, or in connection with it); or
- iii) a trespass.

Please note that the **insured** must have established, or there must be reasonable prospects of the **insured** establishing, the legal ownership or right to the physical property that is the subject of the dispute.

#### **Exclusions to insured incident 6 a)**

Insured incident 6 a) does not cover any claim relating to the following:

1. a contract entered into by the **insured** (please refer to insured incident 4 Contract disputes, if operative)
2. physical property which is in transit or which is lent or hired out
3. goods at premises other than those occupied by the **insured** unless the goods are at the premises for the purpose of installations or use in work to be carried out by the **insured**
4. mining subsidence
5. defending the **insured's** legal rights other than in defending a counter-claim
6. the enforcement of a covenant by or against the **insured**.

#### **b) Bodily Injury**

At the **insured's** request, Costs and Expenses for an Insured Person's and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them.

#### **Exclusions to insured incident 6 b)**

Insured incident 6 b) does not cover any claim relating to the following:

1. any illness or bodily injury which develops gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an Insured Person's or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

### **7. Tax Protection**

Costs and Expenses for:

- a) a Tax Enquiry
- b) an Employer Compliance Dispute
- c) a VAT dispute.

Provided that the **insured** has taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note the **insurer** will only cover tax claims which arise in direct connection with the activities of the **business**. Please see Section 2 – Cover

#### **Exclusions to insured incident 7**

Insured incident 7 does not cover a claim relating to the following:

1. a tax avoidance scheme
2. any failure to register for Value Added Tax or Pay As You Earn
3. any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
4. any claim relating to import or excise duties and import VAT
5. any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

### Section 3 – Special Exclusions

This section of the policy does not cover:

1. any claim reported to the **insurer** more than 180 days after the date the Insured Person should have known about the insured incident
2. Costs and Expenses incurred before the expressed acceptance of a claim by the **insurer**
3. fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under insured incident 1b) Compensation Awards and 2 Legal Defence
4. any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
5. any claim relating to rights under a franchise or agency agreement entered into by the **insured**
6. any wilful act or omission of an Insured Person deliberately intended to cause a claim under this section of the policy
7. a dispute with the **insurer** not otherwise dealt with under special condition 7
8. any claim relating to a shareholding or partnership share in the **business**.
9. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
10. legal action an Insured Person takes which the **insurer** or the Representative have not agreed to or where the Insured Person does anything that hinders the **insurer** or the Representative
11. when either at the start of or during the course of a claim the **insured** is declared bankrupt or has filed a bankruptcy petition or winding-up petition or has made an arrangement with its creditors or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator
12. any claim relating to written or verbal remarks that damage the Insured Person's reputation
13. any claim where an Insured Person is not represented by a law firm, barrister or tax expert.

### Section 4 – Special Conditions

1. An Insured Person must:
  - a) co-operate fully with the **insurer** and the Representative;
  - b) give the Representative any instructions that the **insurer** asks the **insured** to.
2.
  - a) On receiving a claim, if representation is necessary, the **insurer** will appoint a Preferred Law Firm or tax consultancy as the **insured's** Representative to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
  - b) If the Representative cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm or tax expert to act as the Representative. The **insurer** will choose the Representative to represent the **insured** in any proceedings where the **insurer** is liable to pay a compensation award.
  - c) If the **insured** chooses a law firm as the **insured's** Representative who is not a Preferred Law Firm or tax consultancy, the **insurer** will give the **insured's** choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or tax consultancy. However if they refuse to act on this basis, the most the **insurer** will pay is the amount the **insurer** would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount the **insurer** will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.
  - d) The Representative must co-operate with the **insurer** at all times and must keep the **insurer** up to date with the progress of the claim.
3.
  - a) An Insured Person must tell the **insurer** if anyone offers to settle a claim and must not agree to any settlement without the **insurer** expressed consent.
  - b) If an Insured Person does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
  - c) The **insurer** may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an Insured Person must allow the **insurer** to take over and pursue or settle a claim in their name. An Insured Person must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give the **insurer** all the information and help the **insurer** needs to do so.

4. a) an Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited if the **insurer** asks for this.
- b) An Insured Person must take every step to recover Costs and Expenses that the insurer has to pay and must pay the **insurer** any Costs and Expenses that are recovered.
5. If a Representative refuses to continue acting for the Insured Person with good reason or if the Insured Person dismisses a Representative without good reason the cover the **insurer** provides will end at once unless the **insurer** agrees to appoint another Representative.
6. a) If an Insured Person settles a claim or withdraws their claim without the **insurer's** agreement or does not give suitable instructions to a Representative, the **insurer** can withdraw cover and will be entitled to re-claim any Costs and Expenses they have paid.
- b) If during the course of a claim Reasonable Prospects no longer exist the cover the **insurer** provides will end at once. The **insurer** will pay any Costs and Expenses and compensation awards they have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement about the handling of a claim and it is not resolved through the **insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))  
  
If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the **insurer** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
8. If there is a disagreement between an **Insured** Person and the insurer on the merits of the claim or proceedings, or on a legal principle, the **insurer** may suggest the Insured Person obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by the **insurer** and the cost expressly agreed in writing between the Insured Person and the **insurer**. Subject to this the **insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that the **insurer** has agreed to) or make a successful defence. This does not affect the **Insured Person's** rights under Special Condition 7.
9. An Insured Person must:
  - a) keep to the terms and conditions of this section of the policy
  - b) take reasonable steps to avoid and prevent claims
  - c) take reasonable steps to avoid incurring unnecessary costs
  - d) send everything the **insurer** asks for in writing; and
  - e) report to the **insurer** full and factual details of any claim as soon as possible and give the **insurer** any information they need.
10. Apart from the **insurer** the **insured** is the only person who may enforce all or any of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third-party rights or interest.
11. If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this section of the policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.
12. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured's** business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## HOW TO MAKE A COMPLAINT

The **insurer** will always aim to give the **insured** a high quality service. If the **insured** thinks the **insurer** has let the **insured** down, the **insured** can contact the **insurer** by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department, DAS Legal Expenses Insurance Company Limited, Das Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW**
- completing the insurer's online complaint form at **www.das.co.uk/about-das/complaints**

Further details of the **insurer's** internal complaint-handling procedures are available on request.

If the **insured** is not happy with the complaint outcome or if the **insurer** has been unable to respond to the **insured's** complaint within 8 weeks, the **insured** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from **www.financial-ombudsman.org.uk**)

The insured can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**.

Using this service does not affect your right to take legal action.

## DATA PROTECTION

To comply with data protection regulations the **insurer** of this section of the policy (DAS) is committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how the **insurer** collects and uses this information. A full copy of the **insurer's** privacy notice can be found on their website – [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement). If you require a written copy of the **insurer's** privacy notice please email [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## HOW THE INSURER COLLECTS THE PERSON INSURED'S INFORMATION

The **insurer** will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via the **insurer's** partners when you:

- purchase a DAS product;
- request or obtain a quote;
- use the policy, such as making a claim or using one of the insurer's helplines;
- request an update on your claim;
- make a complaint;
- use the **insurer's** websites;
- contact the **insurer** or one of its partners by telephone, by post or email, or when you communicate via online channels.

Types of information the **insurer** will typically ask for includes basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. The **insurer** will also need details of your claim, which may include sensitive personal information depending on the nature of the claim. The **insurer** will always be clear why they need this information and the purposes for which they will use it.

## HOW THE INSURER WILL USE YOUR INFORMATION

The **insurer** will use your information to:

- manage your policy;
- manage your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide you with the services outlined in your policy;
- handle complaints;
- provide quotes and sell policies.

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of the DAS Group. The **insurer** will also share information with your **insurer** or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of the DAS Group please visit the **insurer's** website [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement).

Your information may be disclosed when the **insurer** believes in good faith that the disclosure is:

- required by law; or
- to protect the safety of DAS; employees, the public or DAS UK Group property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

## WHAT IS THE INSURERS LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

The **insurer** will use your personal information:

- because it is necessary for the performance of the **insurer's** contract with you or to take steps to enter into a contract with you;
- in order to comply with the **insurer's** legal obligations;
- because it is in the **insurer's** legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.

## WHAT ARE THE INSURED'S RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS Parc  
Greenway Court  
Bedwas  
Caerphilly  
CF83 8DW

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk).

# Part Q – Impact damage (street furniture)

## Section 1 – Special definition

### Damage

Accidental physical loss or accidental physical damage resulting from a cause not otherwise excluded.

## Section 2 – Cover

In the event of Damage to the **property** insured as specified in the schedule from impact by any road vehicle or animal the **insurer** will pay to the **insured** the value of the **property** at the time of its Damage or at the **insurer's** option reinstate or replace the **property** or any part of it.

## Section 3 – Special exclusions

### 1. Excess

The **insurer** will not be liable for an **excess** the amount of which is specified in the schedule. Unless stated otherwise the **excess** will apply individually to each and every loss.

### 2. Terrorism

- a) This policy does not cover loss, destruction, damage, cost or expense occurring anywhere in the world caused by or contributed to by or arising or resulting from whether directly or indirectly any act falling within sub-clause b) below the use or threat of which is made for the purpose of advancing a political, religious or ideological cause and to intimidate or seek to intimidate the public or a section of the public.
- b) An act falls within this sub-clause b) if it:
  - i) involves serious violence against a person; and/or
  - ii) involves serious damage to property; and/or
  - iii) endangers a person's life, other than that of the person committing the act; and/or
  - iv) creates a serious risk to health and safety of the public or a section of the public; and/or
  - v) is designed seriously to interfere with or seriously to disrupt an electronic system.
- c) This policy does not cover loss, destruction, damage, cost or expense occurring anywhere in the world caused by or contributed to by or arising or resulting from whether directly or indirectly any act or acts of any person or 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 any government de jure or de facto.
- d) In any action or suit or other proceedings where the **insurer** alleges that by reason of this exclusion cover is not provided under this Policy, the burden of proving that cover is provided under this policy shall be upon the **insured**.

## Section 4 – Special condition

The sum insured for any individual article of **property** within the overall sum insured under each item of this part is declared to be separately subject to **average**.

For the avoidance of doubt clause c) iii) of general condition 5 will not apply.



# Part R – Terrorism

## Section 1 – Special definitions

### Act of Terrorism

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

### Computer System

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

### Data

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

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems.

Denial of Service Attacks include but are not limited to the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

### Hacking

Unauthorised access to any Computer System whether the **insured's** property or not.

### Phishing

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

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor Computer Systems, Data or operations, whether involving self-replication or not.

Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## Section 2 – Cover

In the event that:

- a) His Majesty's Government or His Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been an Act of Terrorism; or
- b) His Majesty's Government or His Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and that refusal is reversed by the decision of a validly constituted tribunal

the **insurer** will by this Terrorism cover provide cover for accidental loss of or damage to material property (hereafter referred to as 'Damage') and consequential loss proximately caused by such Act of Terrorism in so far and to the extent that such Damage and consequential loss is insured under parts A, B, C, D and L of this policy.

Provided always that:

- 1) the liability of the **insurer** will not exceed:
  - A) in the whole the total sum insured
  - B) in respect of any item its sum insured
  - C) any other limit of indemnitystated in the schedule at the time of the loss or damage
- 2) such Damage and consequential loss occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

- 3) in any action, suit or other proceedings where the **insurer** alleges that any Damage and consequential loss is not covered under section 2 the burden of proving that such Damage and consequential loss is covered will fall upon the **insured**
- 4) the insurance effected by section 2 excludes:
  - A) any losses whatsoever:
    - a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
    - b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
      - i) damage to or the destruction of any Computer System; or
      - ii) any alteration, modification, distortion, erasure or corruption of Data

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

Proviso to exclusion 4) A) b)

save that Covered Loss otherwise falling within this exclusion 4) A) b) will not be treated as excluded by exclusion 4) A) b) solely to the extent that such Covered Loss:

- i) results directly (or, solely as regards ii) 3) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
- ii) comprises:
  - 1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured; or
  - 2) the amount of business interruption loss suffered directly by the **insured** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured to which access is affected; or
  - 3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the **insured** to avoid or diminish such loss

and

- iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- iv) for the purposes of this Proviso
  - 1) the meaning of 'Property' shall exclude:
    - A) any money (including **money**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
    - B) any Data
  - 2) 'Covered Loss' means all losses arising as a result of damage to or the destruction of Property insured, the proximate cause of which is an Act of Terrorism
- v) notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under section 2 of this part.

In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under section 2 of this part

- B) any type of property which has been specifically excluded under parts A, C, D and L
  - C) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**
- 5) save for the exclusions listed in 4) above no other exclusions applicable to parts A, B, C, D and L will apply to the insurance effected by section 2 of this part. All the other terms, definitions, provisions and conditions of said parts including but not limited to any **excess** or deductible to be borne by the **insured** will apply to the insurance effected by section 2 of this part except for:
- A) any Long Term Agreement applying to this policy
  - B) any terms which provide for adjustments of premium based upon declarations on expiry or during the period of insurance
  - C) any extension of **premises** to locations outside England and Wales and Scotland.

## 2.1 Uncertified terrorism

In the event that His Majesty's Government or His Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and such refusal is upheld by the decision of a validly constituted tribunal general exclusion 3 will not apply to parts A, B, C and L in respect of such event or occurrence.

Provided always that:

- a) such **damage** and/or **consequential loss** occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- b) the liability of the **insurer** will not exceed:
  - i) in the whole the total sum insured
  - ii) in respect of any item its sum insured
  - iii) any other limit of indemnitystated in the schedule to parts A, B, C, D and L at the time of the said event or occurrence
- c) save for proviso a) above the terms, definitions, provisions and conditions applicable to parts A, B, C, D and L will apply to this clause.

**DAS Head and Registered Office:**

DAS Legal Expenses Insurance Company Limited | DAS Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW  
Registered in England and Wales | Company Number 103274  
Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

**Zurich Management Services Limited**

Registered in England and Wales, number 2741053.  
Registered Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

**Zurich Municipal is a trading name of Zurich Insurance Company Ltd**

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105.  
UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

© Copyright – Zurich Insurance Company Ltd 2024. All rights reserved. Reproduction, adaptation or translation without prior written permission is prohibited except as allowed under copyright laws.



## To Whom It May Concern

**Name of Insured:** Melksham Without Parish Council

This is to confirm that Melksham Without Parish Council have in force with this Company until the policy expiry on 31st May 2026 insurance incorporating the following essential features:

**Policy Number:** YLL-2720873563

**Renewal Date:** 1st June 2026

**Limits of Indemnity:**

Public Liability:	£10,000,000 minimum* any one event
Products Liability:	£10,000,000 minimum* for all claims in the aggregate during and one period of insurance
Pollution Liability:	As per Products Liability
Official's Indemnity:	As below

\*Please refer to your Policy Schedule for your exact Limit of Indemnity

Zurich's Public Liability cover includes financial loss for your councillors. We indemnify them in respect of all sums which you may become legally liable to pay as damages and claimants costs and expenses for financial loss arising as a result of a negligent act or accidental error or omission, alleged or committed.

Whilst other insurers will offer separate officials indemnity; we feel our Public Liability cover offers a bespoke solution for the needs of Parish and Town Councils

### Excess:

Public Liability/Products Liability/Pollution Liability: £100 each and every claim in respect of Third Party Property Damage

### Indemnity to Principals

Covers include a standard Indemnity to Principals Clause in respect of contractual obligations.

### Full Policy

The policy documents should be referred to for details of full cover.

Zurich Municipal is a trading name of Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

## Statement of Fact: OSR Council

**Date of Issue:** 08/05/2025  
**Policy Number:** CY-CC-00022125

### Important Information

This Statement of Fact records the information provided to Optimum Specialty Risks and any assumptions that have been made about your business/organisation. It is important that the information is correct otherwise your claim maybe refused, or policy cancelled. This document must be read together with your schedule and the policy wording.

### Duty of Disclosure

Please note that under English law, a business insured has a duty to disclose to the insurer every material circumstance which it knows or ought to know after reasonable search, in order that a fair presentation of the risk is made to the insurer. It is important to remember that you have a duty to make a fair presentation of the risk to the insurer at the start of the policy, when there are any mid-term changes and at the renewal of the policy.

A circumstance is material if it would influence an insurer's judgement in determining whether to take the risk and, if so on what terms. If you are in any doubt whether a circumstance is material we recommend that it should be disclosed.

Failure to disclose a material circumstance may entitle the insurer to impose different terms on the cover or proportionately reduce the amount of any claim payable, in some circumstances the insurer will be entitled to avoid the policy from inception and in this event any claims under the policy would not be paid.

### Insured Details

**Policyholder:** Melksham Without Parish Council  
**Principle Address:** Sports Pavilion  
 Westinghouse Way, Bowerhill  
 MELKSHAM  
 SN12 6TL  
**Trade:** Council  
**Website:** <http://www.melkshamwithout.co.uk/>  
**Date Established:** 01/01/1900

### Financials

Turnover: **Less than £500,000**

Does Revenue Generated from the USA Exceed 25% of Total Turnover? **No**

Does the Insured have any operations in Cuba, Iran, Afghanistan, Belarus, Myanmar, North Korea, Russia, Syria, Ukraine or Venezuela? **No**

### Risk Information

Are the Insured backups stored either offline or in a secure online system that requires multi-factor authentication to access? If not, are the Insured backups protected in a way that they cannot be changed or deleted (i.e. immutable)? **Yes**

Does the Insured install critical patches within 30 days of release?	Yes
Does the Insured ensure that all remote access to their network, including cloud-based systems and services, is secured with at least multifactor authentication (MFA)?	Yes
The Insured is in compliance with all applicable privacy regulation?	Yes
Does the Insured collect, store and process less than 1,000,000 personal data on individuals (PCI, PII, PFI and / or PHI)?	Yes
Does the Insured have a procedure whereby, all new (including changes to existing) payment details or contact details are confirmed by an alternative method to the original method used, before any payment is made?	Yes
Are transfer of funds over £10,000 and any instructions for releasing assets, funds, or investments approved by at least two staff members?	Not Applicable as turnover under £250,000

### Claim Experience

Have the insured suffered any loss or has any claim been made against them or are they aware of any matter that is reasonably likely to give rise to any loss or claim in the last 36 months where they would seek an indemnity from a cyber insurance policy?	No
--	----

Details:

### Disclosure

Can you confirm that the proposer(s), or any partner, or any director, or any officer, have:	
a) never been declared bankrupt or disqualified from being a company director	
b) no outstanding County Court Judgement(s) or Sheriff Court Decree(s)	
c) never been officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 1986	
d) never been convicted of or charged with a criminal offence, other than a conviction spent under the Rehabilitation of Offenders Act 1974	
e) never had any insurance proposal declined, renewal refused, had any special or increased terms applied or had insurance cancelled or avoided by Underwriters	Yes

Details:

### Changes Required

Please tell your insurance adviser immediately if any details in this document are incorrect &/or require changing. We may need to change the terms and condition of your quotation/policy &/or premium.

## Quote Schedule

**Date of Issue:** 08/05/2025  
**Policy Number:** CY-CC-00022125  
**Binding Authority Reference:** B0572MR24OS01  
**Policyholder:** Melksham Without Parish Council  
**Principal Address:** Sports Pavilion  
 Westinghouse Way, Bowerhill  
 MELKSHAM  
 SN12 6TL  
**Trade:** Council  
**Broker:** Arthur J Gallagher Limited (Guildford)  
**The Insurer:** Underwritten by certain underwriters at Lloyd's (see Insurer Endorsement)  
**Period of Insurance:** **From:** 01/06/2025  
**To:** 31/05/2026  
 Both days inclusive Local Standard Time at the Policyholder's Principal Address stated above in this Schedule.

	Limit:	Retention:
<b>Aggregate Limit:</b>	£250,000	£1,000
<b>Insuring Clauses</b>		
1.1 Claims by Third Parties	£250,000	£1,000
1.2 Business Interruption Loss	£250,000	£1,000 8 Hour Waiting Period
1.3 Remediation Costs		
Credit Monitoring Costs	£250,000	£Nil
Cyber Extortion Costs	£250,000	£Nil
Data Recovery Expenses	£250,000	£Nil
Forensic Costs	£250,000	£Nil
Incident Responder Costs	£250,000	£Nil
Defence Costs	£250,000	£Nil
Notification Costs	£250,000	£Nil
Public Relations Costs	£250,000	£Nil
1.4 PCI Fines and Assessment Costs	£250,000	£1,000
1.5 Regulatory Fines, Penalties and Investigation Costs	£250,000	£1,000
1.6 Media Liability	£250,000	£1,000
1.7 Reputational Harm Loss	£250,000	£1,000
1.8 Telephone Hacking	£100,000	£1,000
1.9 Cryptojacking	£50,000	£1,000



1.10 Hardware Replacement Costs	Not Insured	Not Insured
1.11 Betterment Costs	Not Insured	Not Insured
1.12 Claim Preparation Costs	£10,000	£Nil
1.13 Court Attendance Costs	£500 per day for partner/director £250 per day for an employee £25,000 limit	£Nil
1.14 Criminal Reward Fund	£25,000	£Nil
1.15 Cyber Risk Management Costs	£25,000 Subject to maximum of 10% of amount of all payments made by Insurers as a result of a Cyber Event	£Nil
1.16 Funds Transfer Fraud	£25,000	£250
1.17 Third Party Funds Theft	£25,000	£250

**Retroactive Date:** Unlimited

**Premium:** £328.00

**IPT:** £39.36

**Policy Fee:** £0.00

**Total:** £367.36

**Policy Wording:** OSR Cyber v2024.2

**Endorsements Applicable:** AGD0002 - Amended General Definition 2.6  
TRE0002 - Territory Restriction Endorsement  
MAN0002 - Mandatory Endorsements  
INS0001 - Insurers Endorsement

**Law and Jurisdiction:** This agreement is governed by the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales

**Territorial Limit:** Worldwide

**Signed by and on behalf of Optimum Speciality Risks:**



#### Authorised Signatory

Optimum Speciality Risk acts as agent of the Insurer in performing its duties under the Binding Authority, including binding cover and collecting premiums.

Optimum Speciality Risk is a trading name of Independent Broking Solutions Limited and is authorised and regulated by the Financial Conduct Authority (FCA) under company number 312026 Registered Office & Mailing Address: 150 Minories, London, EC3N 1LS. Registered in England and Wales No: 616849.

Lloyd's is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered Office: One Lime Street, London, EC3M 7HA.

## AGD0002 - Amended General Definition 2.6

**Attaching to and forming part of Policy Number: CY-CC-00022125**

It is hereby noted and agreed that General Definition 2.26 is deleted and replaced with the following:

**Business Interruption Loss** means the **Insured's** reasonable expenses necessary to maintain the operation, functionality or services of the **Insured's** business, as direct result of a **Business Interruption Event**.

The duration of the **Period of Interruption** caused by the **Business Interruption Event** must exceed the **Waiting Period** in order to be covered.

Cover under **Insuring Clause 1.2 Business Interruption Loss** shall also include costs and expenses incurred, over and above normal operating expenses, to:

- (i) avoid or mitigate the effects of a **Business Interruption Event** and reduce any **Business Interruption Loss**;
- (ii) discover and minimise such interruption or degradation of the **Insured's Computer System** or **Outsource Service Provider's Computer System**; and
- (iii) preserve evidence of the **Insured's Business Interruption Loss**

**Business Interruption Loss** does not include **Claim Preparation Costs**.

All other terms, conditions and exclusions remain unchanged.

## TRE0002 - Territory Restriction Endorsement

**Attaching to and forming part of Policy Number: CY-CC-00022125**

It is hereby understood and agreed that this **Policy** is amended as follows:

Notwithstanding anything to the contrary in this **Policy**, or any appendix or endorsement added to this **Policy**, there shall be no coverage afforded by this **Policy** for any:

- i. entity organized or incorporated pursuant to local law of the **Specified Area**, or headquartered in a **Specified Area**;
- ii. natural person during the time such natural person is located in a **Specified Area**;
- iii. part of a **Claim**, action, suit or proceeding made, brought or maintained in a **Specified Area**; or
- iv. loss of, theft of, damage to, loss of use of, encryption of, interruption to the operations or availability of, or destruction of any part of any property (tangible or intangible) located in a **Specified Area**, including, but not limited to, any **Computer System**, data, digital assets, money or securities located in a **Specified Area**.

For purposes of this endorsement, "**Specified Area**" means:

- a. The Republic of Cuba; or
- b. The Islamic Republic of Iran; or
- c. The Islamic Republic of Afghanistan; or
- d. The Republic of Belarus; or
- e. The Republic of the Union of Myanmar; or
- f. The Democratic People's Republic of Korea; or
- g. The Russian Federation (as recognized by the United Nations) or their territories, including territorial waters, or protectorates where they have legal control (legal control shall mean where recognized by the United Nations); or
- h. The Syrian Arab Republic; or
- i. Ukraine; or
- j. The Bolivarian Republic of Venezuela.

Where there is any conflict between the terms of this endorsement and the terms of the **Policy**, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

If any provision of this endorsement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will, to that extent, be deemed not to form part of this endorsement but the validity, legality and enforceability of the remainder of this endorsement will not be affected.

All other terms, conditions and exclusions remain unchanged.

## MAN0002 - Mandatory Endorsements

**Attaching to and forming part of Policy Number: CY-CC-00022125**

### **Sanction Limitation and Exclusion Clause Endorsement**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15/09/10

### **Insurance Act 2015 - Fraudulent Claims Clause**

1) If the Insured makes a fraudulent claim under this insurance contract, the Insurer:

- a) Is not liable to pay the claim; and
- b) May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and
- c) May by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If the Insurer exercises its right under clause 1) c) above:

- a) The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- b) The Insurer need not return any of the premiums paid.

### **Fraudulent claims – group insurance**

3) If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, the Insurer may exercise the rights set out in clause 1) above as if there were an individual insurance contract between the Insurer and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

LMA5256

16 March 2016

### **Several Liability Notice Insurance**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW1001

08/94

### **Communicable Disease Exclusion (For Use on Liability Policies)**

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396  
17/04/2020

All other terms, conditions and exclusions remain unchanged.

## INS0001 - Insurer Endorsement

**Attaching to and forming part of Policy Number: CY-CC-00022125**

The **Policy** is underwritten by certain underwriters at Lloyds's under Binding Authority Reference B0572MR24OS01. The underwriters are as follows:

CNP 4444:	80.000%
CHN 2015:	20.000%

All other terms, conditions and exclusions remain unchanged.

## OSR Cyber Insurance



### Insurance Product Information Document







This insurance is underwritten by Lloyds Syndicate CNP 4444 and Lloyds Syndicate CHN 2015 and has been arranged and administered by Optimum Speciality Risk ("OSR"). OSR is a trading name of Independent Broking Solutions Limited which is authorised and regulated by the Financial Conduct Authority with number 312026. Registered address: 150 Minories, London, EC3N 1LS. Registered in England No. 616849.

This document provides a summary of the cover, exclusions and restrictions. The full terms and conditions of this insurance can be found in the policy document which is available on request from your broker. Complete pre-contractual information on the product (terms and conditions of this insurance) is provided in other documents.

#### What is this type of insurance?

This policy will protect your business from losses, damages and liabilities that arise following a Cyber Event. You have direct access to a 24/7/365 incident response line to assist with the management of an incident. Cover will only be provided for sections of cover as indicated on the policy schedule.

 What is insured?	 What is not insured?
<p>Only if indicated on the Policy Schedule</p> <ul style="list-style-type: none"> <li>✓ Claims by Third Parties against you as a result of a Data Liability Event or Network Security Event.</li> <li>✓ Business Interruption Loss</li> <li>✓ Remediation Costs:-               <ul style="list-style-type: none"> <li>Credit Monitoring Costs</li> <li>Cyber Extortion Costs</li> <li>Data Recovery Expenses</li> <li>Forensic Costs</li> <li>Incident Responder Costs</li> <li>Defence Costs</li> <li>Notification Costs</li> <li>Public Relations Costs</li> </ul> </li> <li>✓ PCI Fines and Assessment Costs</li> <li>✓ Regulatory Fines, Penalties and Investigation Costs</li> <li>✓ Media Liability</li> <li>✓ Reputational Harm Loss</li> <li>✓ Telephone Hacking</li> <li>✓ Cryptojacking</li> <li>✓ Hardware Replacement Costs</li> <li>✓ Betterment Costs</li> <li>✓ Claim Preparation Costs</li> <li>✓ Court Attendance Costs</li> <li>✓ Criminal Reward Fund</li> <li>✓ Cyber Risk Management Costs</li> <li>✓ Funds Transfer Fraud.</li> <li>✓ Third Party Funds Theft</li> </ul> <p>Optional extension to coverage can be purchased</p> <ul style="list-style-type: none"> <li>✓ Contingent Business Interruption – Non-IT</li> <li>✓ Regulatory Shutdown</li> <li>✓ Voluntary Shutdown</li> </ul>	<p>Loss, damage, liability, cost or expense of any kind for:</p> <ul style="list-style-type: none"> <li>✗ Bodily injury or death</li> <li>✗ Property Damage, shall not apply to Hardware Replacement Costs</li> <li>✗ Fact or circumstance known to the insured prior to or after the expiry of the policy.</li> <li>✗ Terrorism, shall not apply to Cyber Terrorism</li> <li>✗ Intentional, criminal or fraudulent acts committed or condoned by any principal, partner or director</li> <li>✗ Any losses caused by the failure of electricity or telecommunications.</li> <li>✗ War</li> <li>✗ Bankruptcy, liquidation or insolvency.</li> <li>✗ Sanctions</li> <li>✗ Directors and Officers Liability</li> <li>✗ Employee disputes, unless as a result of of a Network Security Event or Data Liability Event</li> <li>✗ False advertising</li> <li>✗ Governmental confiscation, seizure, requisition, restriction of use, or operation, destruction or damaging of your (or outsourced service provider) computer system</li> <li>✗ Product recall</li> <li>✗ failure to comply with the Racketeer Influenced and Corrupt Organization Act or equivalent legislation</li> <li>✗ Asbestos</li> <li>✗ Pollution</li> <li>✗ Radiation</li> <li>✗ Natural Perils</li> <li>✗ Contractual Liability</li> <li>✗ Any losses alleged to be related to or arising from infringement of any patent or the misappropriation of any trade secret. Shall not apply as a result of a Data Liability Event, or Network Security Event</li> <li>✗ Professional services unless arising directly from a Data Liability Event, or Network Security Event</li> <li>✗ Wrongful collection of data</li> <li>✗ Chargeback</li> </ul>

	<ul style="list-style-type: none"> <li>✗ Arising from or alleged to be relating to or arising from any action to comply with government enforcement of any state or federal regulatory security obligations</li> <li>✗ Unfair trade practices</li> </ul>
	<b>Are there any restrictions on cover?</b>
<ul style="list-style-type: none"> <li>! You are responsible for the excess / retention amount (including the waiting period) as shown on your policy documents.</li> <li>! Endorsements may apply to your policy. These will be shown in your policy documents.</li> </ul>	
	<b>Where am I covered?</b>
✓	Your policy will respond to losses anywhere in the world and will also defend you (if necessary) anywhere that an action is taken against you, including the United States and its dependent territories.
	<b>What are my obligations?</b>
	<ul style="list-style-type: none"> <li>• Prior to the beginning of the period of insurance or when making changes to your policy, you must give complete and accurate answers to any questions you are asked relating to the insurance.</li> <li>• You must tell <b>Optimum Speciality Risks</b> as soon as practicable if you become aware of any inaccuracies or changes in the information you have provided to us, whether happening before or during the period of insurance.</li> <li>• In the event of a suspected damage, loss or potential claim you must contact the helpline number given in your policy.</li> <li>• You must not admit any liability or enter into any settlements without our prior written consent.</li> <li>• You must co-operate with us, and any counsel that we may appoint.</li> <li>• You should take all reasonable steps to prevent further loss or damage.</li> <li>• Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy</li> </ul>
	<b>When and how do I pay?</b>
–	Your broker will advise you of the full details of when and the options by which you can pay.
	<b>When does the cover start and end?</b>
–	Your period of insurance is given in your policy document and is usually (but not always) of 12 months duration.
	<b>How do I cancel the contract?</b>
	<p>You may cancel this policy after the fourteen (14) day cooling off period, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered and the administrative cost of providing the insurance.</p> <p>You may cancel this policy at any time by contacting OSR on +44 (0) 203 675 0910 or at 150 Minories, London, EC3N 1LS or your broker. In such case, OSR shall refund any unearned premium calculated at pro rata rate of the annual premium, except in the event of a Claim having been notified prior to the date of cancellation whereupon no refund shall be due, unless agreed otherwise by OSR.</p> <p>This policy may not be cancelled by OSR except for non-payment of the premium, upon expiry of a period of notice of not less than 21 days.</p>





# OSR: Cyber

This insurance has been arranged and has been administered by Optimum Speciality Risks ("OSR"). OSR is a trading name of Independent Broking Solutions Limited which is authorised and regulated by the Financial Conduct Authority with number 312026. Registered address: 150 Minories, London, EC3N 1LS. Registered in England No. 616849.

## Contents Page

1. Insuring Clauses	3
2. General Definitions	5
3. Exclusions	17
4. General Conditions	22
5. Claims Procedures and Conditions	26
6. Notice Concerning Personal Information	29
7. Complaints Notice	30

## 1. Insuring Clauses

In consideration of the payment of or agreement to pay the premium by the **Policyholder** on behalf of the **Insured**, the **Insurer** will pay, or where specified, reimburse the **Insured**, in excess of the applicable **Retention**, subject to the maximum **Aggregate Limit of Liability** and/or any **Sub-Limit** of liability ("sub-limit") (both as stated in the **Policy Schedule**), for:

- 1.1 **Loss** of the arising in respect of any **Claim** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance**; as a result of a **Data Liability Event** or **Network Security Event**.
- 1.2 **Business Interruption Loss** resulting from a **Business Interruption Event** occurring on or after the **Retroactive Date** and first discovered and notified by the **Insured** to the **Insurer** during the **Period of Insurance**.
- 1.3 **Remediation Costs** incurred by the **Insured** following an actual or threatened **Business Interruption Event**, **Data Liability Event** or **Network Security Event** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.
- 1.4 **PCI Fines and Assessment Costs** arising as a result of a **Data Liability Event** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.
- 1.5 **Regulatory Fines and Penalties** and **Regulatory Investigation Costs** as a result of a **Regulatory Claim** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** arising from a **Data Liability Event** or **Network Security Event** occurring on or after the **Retroactive Date**.
- 1.6 **Loss** arising in respect of any **Claim** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** arising from a **Media Liability Event** occurring on or after the **Retroactive Date**.
- 1.7 **Reputational Harm Loss** arising from a **Business Interruption Event**, **Data Liability Event** or **Network Security Event** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.
- 1.8 **Loss** arising:
  - 1.8.1 from a **Telephone Hacking Event** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**; and/or
  - 1.8.2 in respect of any **Claim** first made against the **Insured** by a **Telecom Provider** and notified to the **Insurer** during the **Period of Insurance** arising from a **Telephone Hacking Event** occurring on or after the **Retroactive Date**.
- 1.9 **Cryptojacking Costs** arising from a from a **Cryptojacking Event** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.

- 1.10 **Hardware Replacement Costs** resulting from a **Computer Hardware Incident** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.
- 1.11 **Betterment Costs** following a **Cyber Event** or **Insured Event** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.
- 1.12 **Claim Preparation Costs** resulting from a covered **Business Interruption Loss** commencing on or after the **Retroactive Date** and first discovered during the **Period of Insurance** and notified to the **Insurer** during the **Period of Insurance**.
- 1.13 **Court Attendance Costs** arising from any **Claim** covered under **Insuring Clauses** 1.1, 1.6 or 1.17 which is first made against the **Insured** during the **Period of Insurance** and notified to the **Insurer** during the **Period of Insurance**.
- 1.14 **Criminal Reward Funds** in connection with a **Cyber Event** commencing on or after the **Retroactive Date** and first discovered during the **Period of Insurance** and notified to the **Insurer** during the **Period of Insurance**.
- 1.15 **Cyber Risk Management Costs** following a **Cyber Event** commencing on or after the **Retroactive Date** and first discovered during the **Period of Insurance** and notified to the **Insurer** during the **Period of Insurance**.
- 1.16 **Loss** solely and directly resulting from a **Funds Transfer Fraud Event** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.
- 1.17 **Loss** arising in respect of any **Claim** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** arising from a **Third Party Funds Theft Event** occurring on or after the **Retroactive Date**.

The **Policy Schedule** shows the **Limit** or **Sub-Limit** applicable to each of the **Insuring Clause(s)** 1.11 – 1.17 above. Where the **Policy Schedule** shows a **Sub-Limit**, this is the total maximum amount payable under the relevant **Insuring Clause**. All **Sub-Limits** form part of, and are not in addition to, the **Aggregate Limit of Liability**.

**This Policy's cover is in all respects subject to Sanctions Limitation Clause 3.10 which overrides all other Policy terms.**

## 2. General Definitions

Some words used in this **Policy** that appear in bold have a special meaning. Whenever the following words are used in the **Policy** they mean what is set out below. Unless the context requires another meaning, a reference to the singular includes the plural and vice versa.

- 2.1 **Act of Terrorism** means 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 organization(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put any public, or any section of the public, in fear.
- 2.2 **Aggregate Limit of Liability** means the maximum amount payable by the **Insurer** to the **Insured** within the **Period of Insurance**. The **Aggregate Limit of Liability** is stated in the **Policy Schedule**.
- 2.3 **Application** means the material submitted to the **Insurer** by the **Policyholder** or on the **Policyholder** behalf in connection with the underwriting of this **Policy**. The **Application** is deemed attached to and incorporated into this **Policy**.
- 2.4 **Betterment Costs** means the reasonable and necessary fees, costs and expense incurred by the **Insured** with the **Insurer's** prior written consent to upgrade the **Insured's Computer System** to a higher level of functionality than it did prior to the **Cyber Event or Insured Event**. The **Insurer** agrees to reimburse:
  - (i) the additional costs in respect of a more secure and efficient version of such **Data** but up to a maximum amount of 25% more than the costs that would have been incurred in replacing with the original version of the **Data**.
  - (ii) upgrade and improve the **Hardware** of the **Insured's Computer System**, up to a maximum amount of 25% more than the costs that would have been incurred to replace the original **Hardware**.

**Betterment Costs** does not include any costs incurred to identify, patch or remediate **Software** program errors or vulnerabilities of the **Computer System** except following the specified **Cyber Event or Insured Event**. **Betterment** does not include wages, benefits or overheads of any **Insured** or **Outsource Service Provider** or any element of a **Computer System** which did not form part of the **Insured's Computer System** immediately prior to any **Cyber Event or Insured Event**.
- 2.5 **Business Interruption Event** means:
  - (i) a **Cyber Event** that causes a network interruption, or degradation of the **Insured's Computer System**, or **Outsource Service Provider's Computer System**;
  - (ii) a **System Failure** that causes any unplanned system outage, network interruption, or degradation of the **Insured's Computer System**, or **Outsource Service Provider's Computer System**.
- 2.6 **Business Interruption Loss** means the **Insured's** loss of **Gross Profit** directly resulting from a **Business Interruption Event**, being the difference between the actual **Gross Profit** during the

**Period of Interruption** and the amount of **Gross Profit** which would have been earned had the **Business Interruption Event** not occurred less any amount saved from the costs, charges and expenses of the business otherwise payable out of **Gross Profit** which have ceased or reduced in consequence of the **Business Interruption Event**.

The duration of the **Period of Interruption** caused by the **Business Interruption Event** must exceed the **Waiting Period** in order to be covered.

Cover under **Insuring Clause 1.2 Business Interruption Loss** shall also include costs and expenses incurred, over and above normal operating expenses, to:

- (i) avoid or mitigate the effects of a **Business Interruption Event** and reduce any **Business Interruption Loss**;
- (ii) discover and minimise such interruption or degradation of the **Insured's Computer System** or **Outsource Service Provider's Computer System**; and
- (iii) preserve evidence of the **Insured's Business Interruption Loss**

provided that these costs and expenses are less than the reasonably expected loss of **Gross Profit** which would have been sustained if these mitigation measures had not been taken.

**Business Interruption Loss** does not include **Claim Preparation Costs**.

- 2.7 **Chargeback** means a debit or credit card company or bank wholly or partially reversing or preventing a payment transaction.
- 2.8 **Claim** means any written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding against the **Insured** seeking compensation or other legal remedy or penalty and includes, for the purposes of Sections 3, 4 and 5 a **Regulatory Claim**.
- 2.9 **Claim Preparation Costs** means reasonable and necessary costs incurred by the **Insured**, in order to determine the amount of the **Insured's Business Interruption Loss** sustained following a **Business Interruption Event**.
- 2.10 **Computer Device(s)** means the desktop and laptop computers associated with input and output devices, mobile devices, **Data** storage devices, networking and back up hardware, which are owned by the **Insured**.
- 2.11 **Computer Hardware Incident** means a **Cyber Event** that renders an **Insured's Computer System** permanently non-functional for its intended purpose.
- 2.12 **Computer System** means interconnected electronic, wireless, web or similar systems used to process **Data** or information in analogue, digital, electronic or wireless format including, but not limited to, computers, **Computer Devices**, data storage devices, back-up facilities, operating systems, control systems, network systems, **Hardware**, websites, email systems, intranet, Industrial Control Systems, SCADA Systems and mobile devices
- 2.13 **Court Attendance Costs** means reasonable fees, costs and expenses incurred by the **Insured**, its directors, officers, partners, **Employees** or any third parties the **Insured** may call as witnesses, with the prior written consent of the **Insurer**, to attend court or any tribunal, arbitration, adjudication, mediation, or other hearing in connection with any **Claim** for which the **Insured** is entitled to indemnity under this policy.

- 2.14 **Credit Monitoring Costs** means reasonable fees, costs and expenses incurred with the prior written consent of the **Insurer** for the monitoring services of identity or credit theft including the purchase of identity theft insurance for a period of 12 months from the date of any **Data Liability Event**. **Credit Monitoring Costs** shall include identity theft protection insurance, identity protection and restoration services (including medical identity restoration services) and credit consultation services where reasonable and necessary.
- 2.15 **Criminal Reward Funds** means the reasonable amount paid to an **Informant**, to the extent permitted under all applicable laws and regulations, and with the **Insurer's** prior written consent, for information that is not in the **Public Domain** which leads directly to the arrest and criminal conviction of any individual(s) found to have committed or attempted to commit any illegal act which has triggered or may trigger an indemnity under this policy.
- 2.16 **Confidential Commercial Data** means any commercial information, in any format, including but not limited to trade secrets, intellectual property, business strategies, business plans, pricing models, marketing plans, customer lists or supplier list that provides a competitive advantage to the **Insured**.
- Confidential Commercial Data** does not include information that is publicly available or in the **Public Domain** at the time of the **Social Engineering Event**.
- 2.17 **Cryptojacking Costs** means the additional costs incurred by the **Insured** for electricity, natural gas, oil, or internet (the "**Utilities**") that arise from a **Cryptojacking Event**; provided, however, that such additional costs for the **Utilities** are:
- (i) incurred pursuant to a written contract between the **Insured** and the respective utility provider, which was executed before the **Cryptojacking Event** first occurred;
  - (ii) billed to the **Insured** by statements issued by the respective utility provider, which include usage or consumption information;
  - (iii) not charged to the **Insured** at a flat fee that does not scale with the rate or use of the respective utility; and incurred pursuant to statements issued by the respective utility provider and due for payment during the **Period of Insurance**
- 2.18 **Cryptojacking Event** means **Unauthorised Access** of the **Insured's Computer System** results in **Cryptojacking Costs**.
- 2.19 **Cyber Event** means any of the following which occurs on or after the **Retroactive Date**:
- (i) **Unauthorised Access**;
  - (ii) **Operator Error**;
  - (iii) a denial of service attack;
  - (iv) the introduction of any **Malware** into the **Insured's Computer System** or an **Outsource Service Provider's Computer System**.
- 2.20 **Cyber Extortion Costs** means the reimbursement of any reasonable fees, costs and expenses incurred or payment made by the **Insured**, or paid on the **Insured's** behalf, with the prior

written consent of the **Insurer**, such consent not to be unreasonably withheld, to terminate or mitigate any credible threat of a **Business Interruption Event**, **Data Liability Event** or **Network Security Event** resulting from an actual or attempted extortion by a third party. **Cyber Extortion Costs** do not include any **Criminal Reward Funds**.

- 2.21 **Cyber Incident Management Team** means the **Insurer's Incident Managers** whom the **Insured** contacts when calling the telephone number as stated on the **Policy Schedule**.
- 2.22 **Cyber Operation** means the use of a **Computer System** by, at the direction, or under the control of a **State** to disrupt, deny, degrade, manipulate or destroy information in a computer system of or in another **State**.
- 2.23 **Cyber Risk Management Costs** following a **Cyber Event** means reasonable costs incurred and paid by the **Insured**, with the prior written consent of the **Insurer**, immediately following a **Cyber Event** to:

- (i) obtain cyber security risk management advice; or
- (ii) deliver an information security awareness training session;

which are necessary to prevent or minimise reoccurrence of the same and any other **Cyber Event** from occurring.

- 2.24 **Data** means any electronically stored, digital or digitised information including **Software** and **Firmware** on the **Insured's Computer System** or **Outsource Service Provider's Computer System**. For the purpose of this policy, **Data** does not include **Hardware**.
- 2.25 **Data Breach** means any actual or suspected loss, theft, destruction, corruption, encryption or unauthorised disclosure of or access to **Personal Data**. Data Breach shall include the misuse of **Personal Data**.
- 2.26 **Data Liability Event** means the actual or suspected:
- (i) the loss of any third-party non-public data or information for which the **Insured** is legally responsible; or
  - (ii) failure to implement, maintain or comply with the **Insured's** privacy or security policy; or
  - (iii) failure to notify **Data Subjects** or any other affected individuals of a **Data Breach** or **Network Security Event**; or
  - (iv) An infringement or violation of any rights to privacy or confidentiality; or
  - (v) the breach of any privacy legislation worldwide by the **Insured** or someone for whom the **Insured** is legally responsible

provided always that such **Data Liability Event** occurs on or after the **Retroactive Date** and is notified by the **Insured** during the **Period of Insurance**

- 2.27 **Data Recovery Expenses** means reasonable and necessary fees, costs and expense incurred by the **Insured** with the **Insurer's** prior written consent for the recovery, restoration and/or replacement of the **Insured's Data** and/or programs that have been lost, erased corrupted or encrypted by a **Cyber Event** or **Data Liability Event** to ensure that the **Insured's Data** is in the



same condition that it was prior to the event. **Data Recovery Expenses** include reasonable and necessary fees, costs and expense incurred to prevent or minimise any further damage and preserve material evidence of civil, criminal or malicious wrongdoings. These costs also include the cost of purchasing replacement licenses for programs where necessary.

Where the **Insured's Data** cannot be restored from back-up files or other storage, the **Insurer** shall pay the reasonable costs of recreating the **Data**. These costs will be payable by the **Insurer** following the discovery of the damage and will be capped at the re-purchase price of **Data**. If any computer programs, **Software** or **Firmware** are no longer available for sale in the open market, then an equivalent where available can be purchased up to the cost of the original purchase price. If it is determined that the **Data** cannot be replaced, restored or recreated then the **Insurer** will only reimburse the **Insured's** reasonable and necessary costs incurred until that determination occurs.

- 2.28 **Data Subject** is an individual whose **Personal Data** has been or may have been compromised as a result of a **Data Liability Event**
- 2.29 **Defence Costs** means reasonable and necessary fees, costs and expenses incurred by the **Insured** with the Insurer's prior written consent to obtain legal advice or representation to protect the **Insured's** interests incurred by the **Insured** relating to the defence, settlement or appeal of a covered **Claim**, but not **Court Attendance Costs**.
- 2.30 **Employee** means a natural person under a contract of employment with the **Insured**, or working on the **Insured's** behalf at the **Insured's** direction and/or control. **Employee** does not include any principal, partner, director or officer of the **Insured**.
- 2.31 **Extended Reporting Period** means the additional period of time in which the **Insured** may notify the **Insurer** of a **Claim** or a **Loss** after the **Period of Insurance** has expired. The **Insured** has the right in the event of cancellation or non-renewal of the **Policy**, and where no replacement of this **Policy** is put into effect, to a period of 60 days within which to comply with the notification provisions under clause 5.1. with regard to an **Insured Event** that occurred prior to the expiry of the **Policy**. This period of time may be extended upon the payment of an additional premium, as stated in the **Policy Schedule**, by the **Insured** within 30 days of the date of cancellation or non-renewal of the **Policy**.

The **Extended Reporting Period** only applies to those **Insuring Clauses** as shown in the **Policy Schedule**. The **Aggregate Limit of Liability** for the **Extended Reporting Period** shall be part of, and not in addition to the, **Aggregate Limit of Liability** for the **Period of Insurance**. At the commencement of the **Extended Reporting Period** the entire premium shall be deemed earned and in the event the **Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the **Insurer** will not be liable to return any premium paid for the **Extended Reporting Period**. All notices and premium payment with respect to prolonging the **Extended Reporting Period** should be directed to **Insurers** through the entity named in the **Policy Schedule**

- 2.32 **Forensic Costs** means reasonable fees, costs and expenses incurred with the Insurer's prior written consent for computer forensic analysis, appointed by the **Cyber Incident Response Provider**, performed by outside experts to investigate the source, scope and cause of, provide confirmation of or respond to the **Data Liability Event**, **Business Interruption Event** or **Network Security Event**. **Forensic Costs** do not include **Claim Preparation Costs**

- 2.33 **Firmware** means **Software** that is embedded within a piece of Hardware owned or under the control of the **Insured** (providing low-level control for the specific piece of **Hardware**).
- 2.34 **Fixed Expenses** means all charges and expenses that do not cease or reduce during the **Period of Interruption**.
- 2.35 **Funds Transfer Fraud Theft Event** means the commission by any **Third Party**:
- (i) via **Unauthorised Access** leading to any unauthorised electronic transfer of the **Insured's** funds or other financial assets from the **Insured's Computer System** or network due to fraudulent manipulation of electronic documentation which is stored on the **Insured's Computer System**;
  - (ii) of theft of funds or other financial assets from the **Insured's** bank account by electronic means, if the bank is unable to restore the **Insured** to the exact same financial position, they were in prior to the **Funds Transfer Fraud Event** taking place
  - (iii) of theft of money or other financial assets from the **Insured's** corporate credit cards by electronic means; and / or
  - (iv) of any phishing, vishing or other social engineering attack against the **Insured** that results in the unauthorised transfer of **Insured's** funds or other financial assets to a **Third Party**
- 2.36 **Gross Profit** means the amount produced by adding to the **Net Profit** the amount of **Fixed Expenses**. If there is no net operating profit, the amount of net operating loss will be deducted from the **Fixed Expenses**.
- 2.37 **Hardware** means the physical components of a **Computer System**. **Hardware** shall include IoT (Internet of Things) Devices.
- 2.38 **Hardware Replacement Costs** means those costs incurred to replace any **Hardware** affected by a **Computer Hardware Incident** with identical or the nearest available functionally equivalent equipment to the extent those costs:
- (i) are reasonable; and
  - (ii) do not exceed the costs that would have been incurred had the **Insured** taken all reasonable steps to minimise those costs and restore such **Computer Device(s)** to the level of functionality that existed immediately prior to the relevant **Cyber Event**.
- 2.39 **Impacted State** means a **State** where a **Cyber Operation** has had a major detrimental impact on the functioning of that **State** due to disruption to the availability, integrity or delivery of an essential service in the **State**; and/or the security or defence of that **State**.
- 2.40 **Incident Manager** means the individual leading the **Cyber Incident Management Team** as identified in the **Policy Schedule**.
- 2.41 **Incident Responder Costs** means the cost of the **Cyber Incident Management Team** to investigate or assist the **Insured** with any **Insured Event**.

- 2.42 **Increased Telephony Costs** means the difference between the amount payable to the **Telecom Provider** in the period during and immediately following a **Telephone Hacking Event** and the amount payable over the same number of days immediately preceding the **Telephone Hacking Event**, but only to the extent this difference is directly caused by the **Telephone Hacking Event**.
- 2.43 **Informant** means any individual that provides information to the **Insured** in respect of any illegal act that resulted in a **Loss** or **Claim** covered under this **Policy**. **Informant** shall not include:
- (i) Any individual who committed an illegal act that contributed to or resulted in a **Loss** or **Claim** covered under this **Policy**;
  - (ii) Any **Insured**;
  - (iii) Any of the **Insured's** auditors (whether internal or external);
  - (iv) Any individual or entity hired or retained to investigate the **Loss** or **Claim** (whether internal or external).
- 2.44 **Insured** means the **Policyholder**, and any **Subsidiary** domiciled in the same territory and owned by the **Policyholder** that is intended and agreed to be insured by the **Insurer** at the start of the **Period of Insurance** and/or acquired during the **Period of Insurance** provided notice is given to the **Insurer** of such acquisition and the **Insurer** has not objected within 30 days of such notice.
- If an acquisition equates to no more than 15% of the **Policyholder** turnover (maximum annual total value irrespective of number of company acquisitions), as stated in its most recent financial statements, and the acquired entity(ies) has(ve) no lesser network security standards as the **Policyholder** has confirmed to having in their **Application**, then the acquired entity(ies) will be automatically covered under this policy.
- Automatic cover does not apply if the acquired entity business activities are materially different from the **Policyholder**, has suffered a **Claim** or **Loss** in the last 3 years or does not have as a minimum exactly the same network security standards as the **Policyholder** has confirmed to having in their **Application**.
- 2.45 **Insured's Computer System** means a **Computer System** owned or operated by the **Insured**.
- 2.46 **Insured Event** means any **Claim, Business Interruption Event, Cyber Event, Data Liability Event, Funds Transfer Fraud Theft Event, Media Liability Event, Network Security Event, PCI Fines and Assessment Costs, Telephone Hacking Event, Social Engineering Event, Third Party Funds Theft Event** or **Computer Hardware Incident**.
- The **Policy Schedule** specifies whether the **Insured** has coverage for each of the types of **Insured Event** (see **Insuring Clauses**). The **Policy** shall only respond to an **Insured Event** where coverage has been given for that type of **Insured Event** in the **Policy Schedule** and the specific **Loss** or **Claim** satisfies the specific definition given for that type of **Insured Event** in the **Policy**.
- 2.47 **Insurer** means Underwriters as set out in the Insurer Endorsement
- 2.48 **Insuring Clauses** means the coverage sections purchased by the **Insured** as outlined in the **Policy Schedule**

2.49 **Limit(s)** mean(s) the maximum amount payable by the **Insurer** for each **Insuring Clause** listed in the **Policy Schedule**. The **Limits** are stated in the **Policy Schedule**.

2.50 **Loss** means:

- (i) any of the following incurred in respect of a **Claim**:
  - a. **Defence Costs**;
  - b. Judgements or Awards made against an **Insured**;
  - c. Settlements entered into with the **Insurer's** prior written consent.
- (ii) **Business Interruption Loss** and **Claim Preparation Costs**
- (iii) **Remediation Costs**
- (iii) **Data Recovery Expenses**
- (iv) **PCI Fines and Assessment Costs**;
- (v) **Increased Telephony Costs**;
- (vi) **Cryptojacking Costs**;
- (vii) **Hardware Replacement Costs**;
- (viii) **Betterment Costs**
- (ix) **Court Attendance Costs**;
- (x) **Criminal Rewards Funds**;
- (xi) (where **Insuring Clause** 1.16 applies) loss of the funds or financial assets of the **Insured** solely and directly caused by a **Funds Transfer Fraud Event**

2.51 **Malware** means any code designed to:

- (i) erase, deny access to or corrupt data, including but not limited to ransomware;
- (ii) damage or disrupt any **Computer System**; or
- (iii) circumvent any network security product or service.

2.52 **Media Liability Event** means any digital content or printed media created and displayed by the **Insured** directly leading to:

- (i) an infringement of any copyright, title, slogan, trademark, trade name, or domain name;
- (ii) plagiarism, piracy, or the misappropriation or theft of ideas;
- (iii) defamation, including the disparagement of any product or service; or
- (iv) any breach of confidentiality or invasion or interference with any right of privacy

provided always that such **Media Liability Event** (a) occurs in the course of the **Insured's** usual business practices; and (b) is notified to the **Insurer** by the **Insured** during the **Period of Insurance**. For the avoidance of doubt the manufacture, supply, retail or distribution of any tangible goods or products shall not be considered a **Media Liability Event**.

2.53 **Merchant Services Agreement** means a contractual agreement between the **Insured** and any other organisation which allows the **Insured** to accept payment by credit or debit card.

2.54 **Net Profit** means the net operating profit (or net operating loss) resulting from the business of the **Insured** after due provision has been made for all **Fixed Expenses** and other expenses, including depreciation, but before the deduction of any taxes on profits

2.55 **Network Security Event** means:

- (i) the **Insured** being unable to gain access to its **Data** or **Computer Systems**; or
- (ii) **Data** being damaged, altered, corrupted or destroyed; or
- (iii) Attempted or actual cryptocurrency mining occurs
- (iv) the transmission of any **Malware** from the **Insured's Computer System** or an **Outsource Service Provider's Computer System** to the **Computer System** of a **Third Party** following a **Cyber Event**;;
- (v) failure to secure the **Insured's Computer System** or **Outsource Service Provider's Computer System** that results in **Unauthorised Access or unauthorised usage** following a **Cyber Event**;
- (vi) failure to prevent a denial of service attack launched from the **Insured's Computer System** or from an **Outsource Service Provider's Computer System** following a **Cyber Event**;

following a **Cyber Event** provided always that such **Network Security Event** occurs on or after the **Retroactive Date** and notified to the **Insurer** by the **Insured** during the **Period of Insurance**. **Network Security Event** shall include such actions resulting from both a **Social Engineering Event** and **Cyber Terrorism**.

2.56 **Notification Costs** means reasonable fees, costs and expenses incurred with the prior written consent of the **Insurer**, such consent not to be unreasonably withheld, in respect of notifying: (a) any natural person or legal entity whose **Data** or information for which the **Insured** is responsible) has been or may have been lost or the subject of unauthorised access/control; or (b) any data protection authority or equivalent, as a result of a **Data Liability Event**

2.57 **Operator Error** means the accidental, unintentional or negligent act, error or omission in the operation or maintenance of a **Computer System** or the entry, creation, modification or handling of **Data** by an **Insured** or **Outsource Service Provider**.

2.58 **Outsource Service Provider** means any third party contractor or company employed by the **Insured** by written contract to provide information technology services to the **Insured** or on behalf of the **Insured**. **Outsource Service Provider** shall include cloud service providers but not internet service providers or any **Social Media Platform**.

- 2.59 **Outsource Service Provider's Computer System** means a **Computer System** operated by an **Outsource Service Provider** for and on behalf of the **Insured**.
- 2.60 **PCI Fines and Assessment Costs** means all amounts that the Insured is legally required to pay under a **Merchant Services Agreement** following a **Data Liability Event** that leads to a breach of the Payment Card Industry Data Security Standards, including but not limited to fines, case management fees, non-compliance fees, re-imbursement of fraudulent transactions, and the costs incurred in card reissuance and the appointment of a PCI Forensic Investigator.
- 2.61 **Period of Interruption** means the time at the beginning of the **Business Interruption Event** and finishes at the earlier of: (a) the time when the **Insured's** business returns to the same or equivalent functionality and service that existed prior to the **Business Interruption Event**; or (b) ending 365 days from when the outage, interruption or degradation commenced, such 365 day period not to be limited by the expiration of the **Period of Insurance**.
- 2.62 **Period of Insurance** means the period as stated in the **Policy Schedule**.
- 2.63 **Personal Data** is information, whether printed or digital, which relates to an individual (referred to as a **Data Subject**) and by virtue of which an individual can be identified, located or contacted.
- 2.64 **Policy** means the legal contract of insurance between the **Insurer** and the **Insured**, the terms of which are contained in this document, the **Policy Schedule** and any endorsements.
- 2.65 **Policyholder** means the entity / entities as stated in the **Policy Schedule**.
- 2.66 **Policy Schedule** means the document which confirms the coverage which is available to the **Insured** under the **Policy**. The **Policy Schedule** states the **Limit(s)**, **Sub-Limit(s)**, the **Retroactive Date** and the **Retention** amongst other information.
- 2.67 **Public Domain** means publicly accessible websites, government records, print media, broadcast media, online media, **Social Media Platforms**, news aggregators, podcasts or streaming platforms.
- 2.68 **Public Relations Costs** means reasonable fees, costs and expenses incurred with the prior written consent of the **Insurer**, such consent not to be unreasonably withheld, for:
- (i) obtaining advice and support to protect, or mitigate any damage to, the **Insured's** reputation following a **Reputational Harm Event**; and
  - (ii) training for relevant spokespeople with respect to media communications or engagements directly relating to a **Cyber Event** or **Data Liability Event**.
- 2.69 **Regulatory Claim** means an investigation, inquiry or a proceeding by a regulator following a **Data Liability Event**
- 2.70 **Regulatory Fines and Penalties** means fines, penalties or any other financial imposition or penalty where insurable by law which the Insured is obliged to pay based upon an order or requirement or demand from a regulator. However, these do not include any criminal fines, penalties or sanctions issued by any regulatory agency or **PCI Fines and Assessments**.
- 2.71 **Regulatory Investigation Costs** means reasonable and necessary legal costs and expenses (excluding the **Insured's** internal costs and expenses) incurred with the **Insurer's** prior written

consent in relation to the investigation, defence, mitigation or settlement of any **Regulatory Claim**

2.72 **Remediation Costs** means any:

- (i) **Credit Monitoring Costs;**
- (ii) **Cyber Extortion Costs;**
- (iii) **Data Recovery Expenses;**
- (iv) **Forensic Costs;**
- (v) **Incident Responder Costs**
- (vi) **Defence Costs;**
- (vii) **Notification Costs;** and
- (viii) **Public Relations Costs.**

**Remediation Costs** do not include salaries, overhead expenses, or other internal charges or costs that the **Insured** or the **Insured's Employees** spend co-operating with any investigations or responding to any customer complaints following the specified **Insured Event**.

2.73 **Reputational Harm Event** means adverse media, including social media, caused solely by a **Business Interruption Event**, **Data Liability Event** or **Network Security Event** that directly leads to a **Reputational Harm Loss**.

2.74 **Reputational Harm Loss** means loss of income as a direct result of the reputational damage caused by an allegation made in the **Public Domain** or the release of information in **Public Domain** alleging that the **Insured** or any third party acting on their behalf, committed or failed to prevent a **Data Liability Event**, **Cyber Event** or **Privacy Liability Event**

2.75 **Retention** means the amount(s) as stated in the **Policy Schedule** that the **Insured** must pay single as the first part of each and every claim for indemnity under this **Policy** for every single **Insured Event** (as defined at clause 5.5). Where there is a claim under more than one **Insuring Clauses** in respect of a single **Insured Event** then the relevant **Retention** shall be the highest applicable single **Retention** that applies to the relevant **Insuring Clauses**.

2.76 **Retroactive Date** means the date as stated in the **Policy Schedule**

2.77 **Social Engineering Event** means the manipulation of the **Insured** by a **Third Party**, either by use of a website or electronic communication, in an attempt to obtain **Confidential Commercial Data** or **Personal Data** from the **Insured**.

2.78 **Social Media Platform** means any internet based system for the creation, exchange or sharing of any user generated content for information, advertising or any other purpose. **Social Media Platforms** include, but are not limited to: Facebook, LinkedIn, Instagram, Twitter and YouTube.

2.79 **Software** means Computer programs or electronic instructions (including but not limited to applications, data, information and scripts) used by a computer or device.

2.80 **State** means sovereign state.



- 2.81 **Sub-Limit** means the individual limit stated within the **Policy Schedule** of Insurance for a particular Insuring Clause. The **Sub-Limit** will be lower than the **Aggregate Limit of Liability** stated in the **Policy Schedule**.
- 2.82 **Subsidiary** means any company in respect of which the **Policyholder**:
- (i) Holds more than half of the issued share capital; or
  - (ii) Controls more than half of the voting power; or
  - (iii) Otherwise controls the composition of the board of directors; at the inception date of this Policy or is subsequently included subject to Clause 4.8.
- Where a **Subsidiary** is subsequently included subject to clause 4.8, coverage is only extended to such **Subsidiary** for any **Claim** or **Loss** or any other notification under this **Policy** that arises out of any **Insured Events**, acts, errors, or omissions first committed or first occurring after the entity becomes a **Subsidiary**.
- 2.83 **System Failure** means any unintentional or unplanned continuous outage of the **Insured's Computer System** or **Outsource Service Provider's Computer System**.
- 2.84 **Telecom Provider** means any telephone or communications service provider with whom the **Insured** has a written contract for the provision of telephony or communication services.
- 2.85 **Third Party** means any legal entity or natural person who is not an **Insured**.
- 2.86 **Third Party Funds Theft Event** means the theft of money or other financial assets belonging to a **Third Party** for which the **Insured** is legally liable as a result of **Unauthorised Access** into the **Insured's Computer System**;
- 2.87 **Unauthorised Access** means use of the **Insured's Computer System** or the **Outsource Service Provider's Computer System** by any person or persons not authorised to do so, including **Employees** by any person or persons not authorised.
- 2.88 **Waiting Period** means the number of hours as stated in the **Policy Schedule** which must elapse following a **Business Interruption Event** before a **Business Interruption Loss** is agreed to have occurred. The **Waiting Period** will apply to each **Business Interruption Event**. For the avoidance of doubt, once the **Waiting Period** is satisfied only the monetary Retention will apply to **Business Interruption Loss(es)**.
- 2.89 **War** means the use of physical force by a **State** against another **State**, or as part of a civil war, rebellion, revolution, insurrection, or military or usurped power, whether **War** be declared or not. **War** does not include **Cyber Terrorism**.



### 3. Exclusions

The **Insurer** shall not be liable to make any payment or provide any benefit or service in respect of any **Loss**, damage, liability, cost or expense of any kind:

- 3.1 for death, physical injury or illness to a person, however this exclusion shall not apply to mental anguish or mental injury as a result of a **Data Liability Event** or **Network Security Event**.
- 3.2 for loss of or damage to tangible property, however this exclusion shall not apply to any **Hardware Replacement Costs** that would otherwise be covered, but only where **Hardware Replacement Costs** is shown as included in the **Policy Schedule**; For the avoidance of doubt data held in electronic format is not tangible property
- 3.3 arising from, attributable to, or based upon any fact or circumstance discovered or known to the **Insured** prior to the start of the **Period of Insurance** or were discovered after the **Period of Insurance** or applicable **Extended Reporting Period** has expired.
- 3.4 arising from or alleged to be related or arising from an **Act of Terrorism**, however this shall not apply to **Cyber Terrorism**
- 3.5 arising from, attributable to or based upon any intentional, criminal or fraudulent acts committed or condoned by any principal, partner or director of the **Insured**. This provision applies only when a final ruling has been passed by a final non-appealable adjudication.
- 3.6 relating to, arising from or alleged to be related to or arising from any failure, interruption or degradation of :
  - (i) Power or utility services including any electrical disturbance, brownout, blackout, short circuit, induction, voltage fluctuation or any outages unless such power or utility services are in the direct operational control of the **Insured** or an **Outsource Service Provider**; or
  - (ii) Satellites; or
  - (iii) Telecommunication or internet services unless such services are in the direct operation control of the **Insured** or an **Outsource Service Provider**; or
  - (iv) Any nationwide telecommunication or power infrastructure, regardless of operational control.
- 3.7 **Losses, Claims** or damage resulting:
  - a) directly or indirectly arising from **War**
  - b) arising from a **Cyber Operation** that is carried out as part of a **War**; or the immediate preparation for a **War**; and / or
  - c) arising from a **Cyber Operation** that causes a **State** to become an **Impacted State**.

Provided, however, c), shall not apply to the direct or indirect effect of a **Cyber Operation** on the **Insured's Computer System** or **Outsource Service Provider's Computer System** that is not physically located in an **Impacted State** but is affected by a **Cyber Operation**.

- 3.8 arising from any bankruptcy, liquidation or insolvency of the **Insured** or any other person, including any **Outsource Service Provider**.
- 3.9 arising a payment made by or on behalf of the **Insured** against any other **Insured**. This exclusion shall not apply to any **Claim** brought by an **Employee** or arising out of that part of any **Claim** which emanates from an independent **Third Party**.
- 3.10 The payment of any **Loss** or **Claim**, the provision of any cover or the provision of any benefit hereunder, to the extent that the provision of such cover, payment of such **Loss** or **Claim** or provision of such benefit by the **Insurer** where payment would expose that **Insurer** to any sanction, prohibition or restriction under any:
  - United Nations' resolution(s); or
  - the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

In such cases any payment of any **Loss** or **Claim**, the provision of any cover or the provision of any benefit hereunder shall be suspended. Such suspension shall continue until such time as the **Insurer** would no longer be exposed to any such sanction, prohibition or restriction.
- 3.11 brought against a director or officer of the **Insured**, in their capacity as such
- 3.12 arising from any obligation owed by the **Insured** as an employer or potential employer to any **Employee**, including claims for wrongful dismissal or under any contract of employment or under any retainer with any consultant or under any training contract or work experience placement, unless such obligation is a result of a **Network Security Event** or **Data Liability Event**;
- 3.13 arising from false advertising from or alleged to be related to or arising from any false advertising by the **Insured** or by a **Third Party** on behalf of the **Insured**.
- 3.14 arising from or alleged to be related to or arising from any confiscation, seizure, requisition, restriction of use, or operation, destruction or damaging of the **Insured's Computer System** or **Outsourced Service Provider's Computer System** by the order of any rightful or de factor government or any civil or military authority. This exclusion shall not apply to such actions by a governmental authority acting in its law enforcement or regulatory capacities for the purposes of preservation of evidence.
- 3.15 any costs or expenses relating to or incurred by any person or entity to withdraw or recall any product including any technology product from the market place or from loss of use arising out of such withdrawal or recall.
- 3.16 arising from or alleged to be related to or arising from any failure to comply with the Racketeer Influenced and Corrupt Organization Act or equivalent legislation under state, federal or international law
- 3.17 arising from or in connection with allegations of sexual, racial or other harassment or molestation, or sexual, racial, ethnic, disability, sexual orientation, religious and/or age discrimination or victimisation, or discrimination or victimisation of any other kind whether by any **Employee** or not.

- 3.18 directly or indirectly, arising out of, or resulting from, asbestos or any actual or alleged asbestos related loss injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos;
- 3.19 arising from, based upon, attributable to or as a consequence of, whether direct or indirect, or in any way involving:
- (i) ionising radiation or contamination by radioactivity or from any nuclear fuel or from any nuclear waste;
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof.
  - (iii) arising out of, based upon, attributable to, as a consequence or in any way involving, pollution or directly or indirectly the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
  - (iv) arising from, based upon, attributable to or as a consequence of any electromagnetic field, electromagnetic radiation or electromagnetism, which terms are defined as follows;
  - (v) electromagnetic field means any field of force that is made up of associated electric and magnetic components;
  - (vi) electromagnetic radiation means any succession of electromagnetic waves;
  - (vii) electromagnetism means magnetism that is developed by a current of electricity.
- 3.20 arising from, based upon, attributable to or as a consequence of, whether direct or indirect, or in any way involving:
- (i) ionising radiation or contamination by radioactivity or from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof; or
  - (iii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
  - (iv) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
  - (v) any chemical, biological, bio-chemical or electromagnetic weapon.
- 3.21 arising out of, based upon, attributable to, as a consequence or in any way involving, pollution or directly or indirectly the actual, alleged or threatened discharge, dispersal, release or escape of pollutants

- 3.22 arising from or alleged to be related to or arising from fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other similar physical event howsoever caused or from any consequential losses arising or alleged to have arisen therefrom.
- 3.23 arising out of any violation of anti-Spam or telemarketing legislation worldwide.
- 3.24 arising from any contractual liability, guarantee, obligation or any breach of contract or agreement, in either oral or written form, however this exclusion shall not apply to:
  - (i) breach of a **Merchant Services Agreement** resulting in **PCI Fines and Assessment Costs** covered under **Insuring Clause 1.4**;
  - (ii) the **Insured's** liability that would have existed in the absence of such contract or agreement; or
  - (iii) the **Insured's** contractual indemnification of a customer or client for a **Network Security Event, Cyber Event, Data Liability, or Media Liability Event**; or
  - (iv) breach of the **Insured's** privacy or security policy.
- 3.25 arising from or alleged to be related to or arising from infringement of any patent or the misappropriation of any trade secret. However, this exclusion shall not apply to the misappropriation of a trade secret as the result of a **Media Liability Event** or the theft of a third party's trade secret arising from a **Data Liability Event, or Network Security Event**.
- 3.26 arising out of the actual or alleged failure to render any professional services unless arising directly from a **Data Liability Event, or Network Security Event**.
- 3.27 arising from or alleged to be related to or arising from any actual or alleged unlawful processing, collection, storage or use of **Personal Data**.
- 3.28 arising out of or in connection with any **Chargeback**.
- 3.29 arising from or alleged to be related to or arising from or **Losses** for any:
  - (i) loss, theft of, the decrease in value, or the actual value of any currency, electronic fund transfer, securities or any equivalents thereof (including e-certificates, coupons, gift cards and vouchers), belonging to the **Insured**, or for which the **Insured** is legally responsible (except where the **Policy Schedule** shows **Insuring Clause 1.16 or 1.17** provide cover but up to the **Sub Limit** purchased); or
  - (ii) trading losses or liabilities (including commissions or fees) resulting from the fluctuation of any stock, share, security or currency on any financial markets or exchanges; or
  - (iii) any valuable consideration given in excess of the total contracted or expected amount, including but not limited to over-redemption of the face value of coupons, price discounts, prizes or awards; or

- (iv) cryptocurrencies (except where the **Policy Schedule** shows **Insuring Clause** 1.16 or 1.17 provides cover but up to the **Sub Limit** purchased).
- 3.30 arising from or alleged to be relating to or arising from any action to comply with government enforcement of any state or federal regulatory security obligations, except this exclusion shall not apply to the extent specifically and expressly covered by **Insuring Clause** 1.5, or any **Claim** brought by a governmental body in its capacity as a customer of the **Insured** expressly covered under **Insuring Clause** 1.8.
- 3.31 arising from or alleged to be related to or arising from any actual or alleged antitrust violation, restraint of trade, unfair competition or false, deceptive, or unfair trade practices.
- 3.32 arising from or alleged to be related to or arising from the **Insured's** gaining of profit, remuneration or financial advantage to which the **Insured** was not legally entitled except for amounts paid to the **Insured** or on the **Insured's** behalf by the **Insurer** under the **Policy** incurred until such time as there is a decision or determination by any court, arbitration panel or arbitrator, or governmental, regulatory or administrative body finding that the **Insured** was not so entitled, or the **Insured** admits that it was not so entitled. If this occurs, the **Insured** are obliged to reimburse the amount paid to the **Insured** or on the **Insured's** behalf by the **Insurer**.

## 4. General Conditions

### 4.1 Duty of Fair Presentation

4.1.1 Before this **Policy** (or any variation thereto) is entered into, the **Insured** must make a fair presentation of the risk to the **Insurer** in any application, proposal form or other information submitted to the **Insurer**. This means the **Insured** must:

- a) disclose to the **Insurer** (i) every material circumstance which the **Insured** knows or ought to know or (ii) sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium); and
- b) make the disclosure in clause 4.1.1 a) above in a reasonably clear and accessible way; and
- c) ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

4.1.2 If the **Insured** fails to comply with clause 4.1.1, the **Insurer** has the following remedies:

- a) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless, then (i) the **Insurer** may avoid the policy, and refuse to pay all claims; and (ii) the **Insurer** need not return any of the premiums paid.
- b) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, then the **Insurer's** remedy will depend on what the Insurer would have done if the **Insured** had complied with the duty of fair presentation:
  - i) If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the contract and refuse all claims, but must return the premiums paid.
  - ii) If the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the Insurer so requires.
  - iii) If the **Insurer** would have entered into the contract, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

### 4.2 Applicable Law

4.2.1 This **Policy** and any dispute or claim between the **Insured** and the **Insurer** arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or

claims) shall be governed by and construed in accordance with the laws set out in the **Policy Schedule**.

All disputes arising out of or in connection with this **Policy** or the validity of this **Policy**, or in respect of any legal relationship associated with or derived from this **Policy**, shall be resolved by arbitration under the Arbitration Act 1996 or any successor legislation. The seat of the arbitration will be as specified in the **Policy Schedule**. The language of the arbitration shall be English. The tribunal will consist of a sole arbitrator who is a King's Counsel with more than 10 years' experience of insurance disputes.

If the parties fail to agree the sole arbitrator within the required timeframe (subject to any extension the parties agree), the parties will apply to Chair of the Bar to choose the tribunal. Each party will be liable for half of any appointment fee charged by the Bar Council for this service, regardless of the outcome of the dispute.

### 4.3 Assignment

- 4.3.1 This **Policy** and any rights under it cannot be assigned without the prior written consent of the **Insurer**.

### 4.4 Cancellation

- 4.4.1 The **Policyholder** may cancel this **Policy** at any time by giving written notice to the **Insurer** and cancellation will be effective the day such notice is received by the **Insurer**.

The **Insurer** may only cancel this **Policy** if the **Insured** does not pay the premium or any premium instalment when it falls due, by giving 21 days' written notice to the **Insured**.

If the **Policy** is cancelled the **Insurer** will refund to the **Policyholder** the premium paid for the time between the cancellation date and the **Policy**'s expiry date, calculated as a proportion of the annual premium. If, however, the **Insurer** is notified of any **Claims** or **Losses** before the cancellation date the **Insurer** will refund no premium.

### 4.5 Change of Control

- 4.5.1 If during the **Period of Insurance** any person, group or entity acquires control of:
  - (i) more than 50% of the issued share capital of the **Policyholder**; or
  - (ii) of the composition of the board of the **Policyholder**

the cover provided by this **Policy** shall be restricted so as to apply only to **claims** in respect of **Business Interruption Event(s)**, **Data Liability Event(s)** or **Network Security Event(s)** occurring prior to the effective date of such sale, consolidation, merger or acquisition of control, unless the **Insurer** has agreed to extend coverage under the **Policy** and the **Policyholder** has agreed to the terms of any such extension of coverage.

### 4.6 Conditions Applicable to Specific Insuring Clause(s)

- 4.6.1 If information is provided or obtained by a **Cyber Incident Management Team**, any counsel, advisor, or other provider appointed by the **Insurer** or **Cyber Incident Management Team**, and/or if information is in the **Public Domain**, and that information leads to a criminal conviction in respect of the relevant illegal acts, the then there is no cover under **Insuring**

**Clause 1.14 Criminal Reward Funds.** Any offer by the **Insured** of sums which might be payable as **Criminal Reward Funds** under this **Policy**, must be expressed by the **Insured** to expire no later than 6 months after the end of the **Period of Insurance**.

#### 4.7 Invalidity, Illegality & Unenforceability

4.7.1 If any term of this **Policy** is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability and all other terms of this **Policy** shall remain in full force and effect.

#### 4.8 Mergers and Acquisitions

4.81 If, during the **Period of Insurance**, the **Insured** or any **Subsidiary** of the **Insured** acquires another entity the acquired entity shall automatically be considered as a **Subsidiary** under the **Policy** unless:

- (i) That entity increases the Insured's revenue by more than 15% from the prior year revenue figure provided in the **Application**; and/or –
- (ii) That entity stores a total number of unique, personally identifiable records, at the date of the completion of such acquisition, that is more than 20% of the total unique, personally identifiable records that the **Insured** declared within the **Application**;

In such cases, the acquired entity shall only be considered as a **Subsidiary** under the **Policy** if the **Insurer** receives prior written notice and sufficient details (regarding the acquisition) within thirty (30) days. The **Insured** must also agree to pay any resulting additional premium that the **Insurer** deems appropriate in order for the new acquisition to be considered a **Subsidiary** under the **Policy**. The **Insurer** will only provide coverage to any new **Subsidiary** for a **Claim** or **Loss** which arises out of an **Insured Event** which first occurred after the new acquisition became a **Subsidiary** under the **Policy**.

If, during the **Policy Period**, the **Insured** is acquired by another entity, merged with another entity, sold, dissolved or liquidated, any cover under this **Policy** terminates on the date of the merger or acquisition. Subject to the terms and conditions contained herein, the **Policy** shall respond to any Claims or Losses that arise from Insured Events that occurred before the date of acquisition or merger.

The **Insurer** shall not provide any coverage for the **Insured** after the date of acquisition or merger unless the **Insured** provides the **Insurer** with prior written notice of the forthcoming acquisition, merger, sale, dissolution or liquidation and has agreed to pay any additional premium required by the **Insurer**. In these circumstances, the **Insurer** shall issue an endorsement extending the coverage under the **Policy**

#### 4.9 Notices

4.9.1 Any notice the **Insurer** gives the **Insured** will be in writing and will be effective:

- (i) when it is delivered to the **Insured** or the **Insured's** insurance broker personally; or



- (ii) when it is delivered or posted to the **Insured's** address last known to the **Insurer**

By providing the **Insurer** with its nominated email address, the **Insured** consents to the Insurer delivering documents electronically to that email address, unless they tell the **Insurer** otherwise. Any documents sent by email will be considered to have been received by the **Insured** when it is delivered to the **Insured's** nominated email address.

The **Insured** must notify in writing the **Insurer** or the **Insured's** broker of any change of postal address or nominated email address as soon as possible.

#### 4.10 Policy Alterations

4.10.1 If the **Insured** requests an alteration to this **Policy**, the alteration only becomes effective when:

- (i) the **Insurer** agrees to it; and
- (ii) the **Insurer** gives the **Insured** a new **Policy Schedule** detailing the change.

#### 4.11 Fraudulent Claims

4.11.1 If any claim under this **Policy** is in any respect fraudulent or if any fraudulent means or devices are used by the **Insured** or anyone acting on the **Insured's** behalf to obtain any benefit under this **Policy**, or if any loss hereunder is occasioned by the wilful act or with the connivance of the **Insured**, the **Insurer**, without prejudice to any other right(s) it might have under this **Policy**, is entitled to refuse to pay such claim.

#### 4.12 Other Insurance and Indemnification

4.12.1 This Policy is primary to any other valid and collectible insurance policies available to the **Insured**.

## 5. Claims Procedures and Conditions

### 5.1 Claims Notification and Breach Response

- 5.1.1 The **Insured** must provide notice to the **Insurer** as soon as reasonably practicable after the discovery of an **Insured Event**, or becomes aware of any act, fact or circumstance which may result in an **Insured Event**. Notice must be provided by contacting the **Cyber Incident Management Team**. The **Incident Manager** will assist the **Insured** in the handling of the **Insured Event**. The **Cyber Incident Management Team** can be contacted 24 hours-a-day, 7 days per week on the telephone number or via the monitored email address shown in the **Policy Schedule**. The **Incident Manager** will arrange for the **Insured** to receive appropriate services via the **Cyber Incident Management Team** depending on the nature of the **Insured Event** that has occurred or is suspected to have occurred.

### 5.2 Claims Assistance, Cooperation and Conduct

- 5.2.1 The **Insured** must provide assistance to or cooperate with the **Insurer** or representatives appointed on the **Insurer's** behalf. This includes cooperation and assistance in the investigation, production or preservation of documentation, information or other physical evidence about an **Insured Event** as well as exercising due diligence to restore and return to normal operations as quickly as possible after an **Insured Event**.
- 5.2.2 The **Insured** must provide such information, respond to all relevant correspondence, communication, demand, claim for, adjudication notice, referral, statement of case, submission, notice of hearing, order or other correspondence from the resolution process (including communication from a court, arbitrator, mediator, adjudicator) in a timely manner. The **Insured** may also be required by the **Insurer** to provide a position statement, witness statement, expert report, legal or quasi legal paper or report.

### 5.3 Indemnity and Settlement

- 5.3.1 The **Insurer** has the right but not the duty to assume control, defence and settlement of any **Claim**. At any stage of a **Claim** the **Insurer** may choose to pay the relevant **Sub Limit** or any amount that remains following any earlier payment(s).
- 5.3.2 The **Insurer** shall have the right to make an investigation it deems necessary including, without limitation, any reasonable investigation with respect to the **Insured's** application for insurance, any statements made by or on behalf of the **Insured** in connection with the procurement of the **Policy** and with respect to coverage.
- 5.3.2 With respect to any **Claim**, if the **Insured** refuses to consent to a settlement which the **Insurer** recommends and the claimant will accept, the **Insured** may continue the defence and investigation of that **Claim**. However, any further costs and expenses incurred from the date of such recommendation will be paid by the **Insured** and the **Insurer** on a proportional basis, with 60% payable by the **Insurer** and 40% payable by the **Insured**.
- 5.2.4 The **Insurer** may, in its sole discretion, elect to discharge its liability to the **Insured** fully and finally in respect of any **Claim(s)** covered under this **Policy** by either:
- (i) paying the **Aggregate Limit of Liability** or **Sub-limit** (less any sums previously paid) to the **Insured**; or

- (ii) paying a sum less than the Limit of Liability/Sub-limit when the **Claim(s)** can be settled for such a lesser sum.

#### 5.4 Defence Costs

- 5.4.1 **Insurer** agrees to advance **Defence Costs** and **Regulatory Investigation Costs** in excess of the **Retention** on an on-going basis and prior to the final settlement of a **Claim**. The **Insured** agrees to refund all such **Defence Costs** or **Regulatory Investigation Costs** should it be found that the **Claim** is not valid and/or covered under this **Policy**.
- 5.4.2 If a **Claim** is settled by a payment to a third party and such payment is not 100% insured under this **Policy**, the **Insurer** will be liable for no more than a proportionate share of the **Defence Costs** or **Regulatory Investigation Costs** based on the proportion of such payment insured by this **Policy**.

#### 5.5 Cyber Incident Management

- 5.5.1 The **Insurer's Cyber Incident Management Team** has the right to appoint any counsel, advisor, or other provider to investigate and/or assist the **Insured** with any **Insured Event**. The **Insured** shall co-operate with the **Insurer's Cyber Incident Management Team**, counsel, advisor, or other provider to investigate and/or assist the **Insured**.
- 5.5.2 The **Cyber Incident Management Team** may appoint counsel, advisors, or other providers to investigate and/or assist the **Insured** with any **Insured Event**.
- 5.5.3 The **Insured** must not under any circumstances appoint its own counsel, advisor, specialist incident response provider or other provider to investigate or assist the **Insured** with any **Insured Event** without prior written consent of the **Insurer**, such consent not to be unreasonably withheld.

#### 5.6 Related Claims

- 5.6.1 All **Insured Events** directly or indirectly arising out of or in any way connected with the same originating cause or event, will be deemed to be a single **Insured Event**, reported at the date of the first such **Insured Event**.

#### 5.7 Subrogation

- 5.7.1 If the **Insurer** makes any payment under this **Policy** and there is available to the **Insurer** any of the **Insured's** rights of recovery against any third party, then the **Insurer** shall maintain all such rights of recovery. The **Insured** shall execute and deliver instruments, records and information and do whatever else is necessary to secure such rights. This includes, but is not limited to, placing any third party on notice of any rights the **Insured** or the **Insurer** may have against it.
- 5.7.2 The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be first applied to subrogation expenses, second to any amounts paid or reimbursed by the **Insurer** under the **Policy**, and third to the **Retention** set out in the **Policy Schedule**. Any additional amounts shall be paid to the **Insured**.

## 5.8 Material Changes

- 5.8.1 The **Insured** must advise the **Insurer** as soon as practicable of information of which the **Insured** becomes aware deemed to be material to the risk. The **Insurer** reserves the right to amend the terms and conditions of this **Policy** and to charge an additional premium because of the change.

## 6. Notice Concerning Personal Information

### Personal Information

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). We (your **Insurer** under this **Policy**), and other insurance market participants collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insured's details such as their name, address and contact details and any other information that we collect about them in connection with your insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice(s) and applicable data protection laws.

### Information notices

To enable us to use individual insureds' details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured our short form information notice, which we have provided to you in connection with your insurance cover, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

### Minimisation and notification

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify us if an individual insured, contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

LMA9154

Further information about Lloyd's personal information protection policy may be obtained from your broker or by contacting Lloyd's on +44 (0)207 327 5933

## 7. Complaints Notice

### Complaints

If you wish to make a complaint, please contact:

Complaints  
Independent Broking Solutions Limited  
150 Minories  
London  
EC3N 1LS

Email: [jonathan.sprules@isgrp.co.uk](mailto:jonathan.sprules@isgrp.co.uk)  
Tel: +44 (0)20 7347 5670

In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham  
Kent  
ME4 4RN

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Tel: +44 (0)20 7327 5693  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

LMA9124



## Marianne Rossi

---

**From:** Marianne Rossi  
**Sent:** 09 May 2025 10:01  
**To:** UK.CommunityRenewals  
**Cc:** Teresa Strange  
**Subject:** RE: Melksham Without Parish Council Renewal Quote [Version Ref: 152727740]  
**Attachments:** Renewal Quote Pack - UPY8DN - 08052025 154349.pdf

Hi Daniel,

Many thanks for sending the quotation through which will need to be considered by the council in due course. I have had a look through and there are a few things that need to be changed on the statement of fact document that I have attached above.

I have highlighted in the document but will provide more details below:

- On the first page under the principle address it still has our old office address- This would need to be changed to the following: First Floor, Melksham Community Campus, Market Place, Melksham, SN12 6ES. (The address also needs to be changed on the third page under quote schedule.
- Our website address is: [www.melkshamwithout-pc.gov.uk](http://www.melkshamwithout-pc.gov.uk)
- Date established: I am not sure the exact date but the year was 1894
- Under the 'financials' section it states that our turnover is less than £500k which was true previously; however, our latest income figures for the 24/25 financial year was £512,379 so it is over the £500,000 figure detailed in the attached.
- Risk information: under the statement: 'Are transfer of funds over £10,000 and any instructions for releasing assets, funds, or investments approved by at least two staff members?' The answer detailed here is 'Not Applicable as turnover under £250,000' which as per the above point isn't correct as our turnover is more than this amount. In terms of the answer any transfer of funds is approved by the Full Council and the payment authorisation is signed off by two councillors who are members of the finance committee.

Some of the things above are just amendments that need to be made if the council were to approve this policy but obviously some of the figures detailed are not correct so wanted to highlight now in case this changed the quote.

Many thanks

Kind Regards,  
Marianne

Marianne Rossi  
Finance and Amenities Officer  
Melksham Without Parish Council  
First Floor  
Melksham Community Campus  
Market Place  
Melksham  
SN12 6ES



01225 705700

[www.melkshamwithout-pc.gov.uk](http://www.melkshamwithout-pc.gov.uk)

Want to keep in touch?

Follow us on facebook: Melksham Without Parish Council or Teresa Strange (Clerk) for additional community news

On twitter: @melkshamwithout

On Instagram: melkshamwithoutpc

This email and any attachments to it are intended solely for the use of the individual(s) to whom it is addressed. If you are not the intended recipient of this email, please forward it to [admin@melkshamwithout-pc.gov.uk](mailto:admin@melkshamwithout-pc.gov.uk). Please be aware that information contained in this email may be confidential and that any use you make of it which breaches the common law protection may leave you personally liable. Our privacy notice can be found [HERE](#). We do not guarantee that any email is free of viruses or other malware.

---

**From:** Daniel Dorney <Daniel\_Dorney@ajg.com> **On Behalf Of** UK.CommunityRenewals  
**Sent:** 08 May 2025 16:51  
**To:** Teresa Strange <clerk@melkshamwithout-pc.gov.uk>  
**Cc:** Marianne Rossi <admin@melkshamwithout-pc.gov.uk>  
**Subject:** Melksham Without Parish Council Renewal Quote [Version Ref: 152727740]

Dear Mrs Strange,

**Our Ref: 2132235**  
**Policy Type: Cyber Package**  
**Policy Holder: Melksham Without Parish Council**  
**Insurer: Channing Lucas & Partners Ltd t/a Optimum Speciality Risks**

Your insurance policy is due for renewal shortly and we have pleasure in attaching your recommended renewal quote for Melksham Without Parish Council, from Channing Lucas & Partners Ltd t/a Optimum Speciality Risks for the period from the 1st June 2025 to the 31st May 2026.

The premium (including IPT and all fees) for the year will be: £417.36.

Our recommendation has been based on your requirements which you disclosed to us previously or in our recent renewal discussions. Please ensure you read through the attached and confirm that it continues to meet your requirements.

We look forward to continuing to provide for your insurance needs, but if you have any questions relating to your insurance arrangements, please do not hesitate to contact Arthur J Gallagher Insurance Brokers Limited on 01483 462860 or via [communityrenewals@ajg.com](mailto:communityrenewals@ajg.com)

Kind regards

**Daniel Dorney**

Account Handler

# Select for Local Councils

## Notice to policyholders

This document outlines the main changes to your updated policy document. It doesn't include a record of every change or those made to individual client policies. Please make sure that you read any accompanying documents alongside your updated policy document to understand the complete terms, conditions, limitations and exclusions of your policy.

### Throughout your policy

Your policy wording has been updated in line with our standard format. As such there are changes to the overall structure along with the conditions, exclusions, section names, numbering and positioning of some clauses. There are corresponding changes to the appearance of your policy schedule where appropriate. A summary of the key changes is as follows.

### Your Select for Local Council Policy

- A clause has been added to clarify that any limits in the policy apply only once regardless of the number of insured parties, unless specifically stated otherwise.

### General exclusion - War Risks

- This exclusion has been updated, clause e) of the Nuclear and war risks, government or public authority order and sonic bangs exclusion has been amended to also exclude the additional contingencies of mutiny, war-like operations and civil commotion assuming the proportions of or amounting to a popular rising, military rising and martial law.

### General provisions - new section added

#### 1. Limit of liability

##### Applicable to Parts A, B, C, D and R

- The Limit of liability under the General provisions has added to make it clear there is a maximum limit of liability which applies any one event , not per item or per building.
- This applies to your Property sections of cover only, including Material Damage, Business Interruption, All Risks, Money and Terrorism, where in force.
- It is important that you consider the adequacy of this limit against your insurance needs. If you require a higher limit, please engage with your Risk and Insurance Consultant or Market Underwriter.

#### 2. Sanctions

- The wording has been moved from General Conditions.

## General conditions

### Long term agreement

- The wording of the Long term agreement condition under General Conditions has been amended.
- The condition still makes it clear that this is an annual policy and renewal does not have to be offered.
- The amendments make it clear that the long term agreement governs the rate that is charged.
- The amendments also make clear about the circumstances in which the rate can be changed, and the rights you have in such a scenario. These include changes to your risk, changes to legislation, changes in the availability of reinsurance, which change the risk covered for you. Where rates are changed in such situations, you are not obliged to renew the policy with Zurich Municipal however if you do, the long term agreement will be held to have been honoured.

### Survey and risk improvement action

- The survey and risk improvement subjectivity has been removed from our quotation documents and added to your policy wording to make it more visible throughout the life of the policy.
- This condition sets out the requirements on customers in respect of supporting surveys and completion of risk improvement actions.

### Damage definition

#### Applicable to Parts A and B

- A clarification for the definition of 'damage' under the Property sections of your policy wording has been added, to make it clear that damage defined under the policy must be accidental and physical loss or accidental and physical damage.
- This does not impact the causes of such 'damage' that you choose to insure against, including insured malicious damage and/or insured other deliberate acts, which are fortuitous as far as you are concerned as a customer.

## Part A - Material damage

### Exclusions to parts A, B and C - Pollution and contamination

- The pollution and contamination exclusion has been amended to exclude any claims consisting of as well as caused by or resulting from pollution or contamination.

### Endorsements

#### Unoccupied buildings

- The unoccupancy condition has been updated to be clearer about the minimum requirements we specify to you on notification to us of a property becoming unoccupied, allowing you to act on key protections quicker. These include removal of combustible contents when the property becomes unoccupied, removal of accumulated combustible materials over time during inspections, and a fortnightly minimum inspection frequency unless a different frequency is agreed by us in writing.

## Part C - All risks

- The underinsurance provision within Part C - All Risks has been amended to be clear that average is applied to each individual article of property insured rather than to the total sum insured for a group of articles under one item.

## Part E - Public liability

### Abuse - Cover

- Abuse cover is still provided. Multiple incidents to a claimant will constitute one claim which will be recorded as the date the first claim was made against the insured.
- Associated Special Definitions of Abuse and Abuse Event have been included for clarity.

#### **Concussive and sub-concussive impacts - Cover**

- A cover clause for Concussive and sub-concussive impacts has been introduced.
- An associated Special Definition of Concussive and Sub-concussive Impacts has been included for clarity.
- A series of conditions have been introduced which reflect best practice in respect of risk management and documenting of Concussive and sub-concussive impacts.

#### **Court attendance cost - Cover**

- The day rate which can be claimed by members or employees has increased.

#### **Damage to reputation - Cover**

- This is a new section of cover to your policy.

#### **Joint/Cross liabilities- Cover**

- This is a new section of cover to your policy.

#### **Use of heat - Cover**

- The condition for use of heat has been updated to reduce the inspection frequency to twenty minutes.

#### **Cyber - Special exclusion**

The cyber exclusion has been altered to:

- write back in cover for liability in respect of physical bodily injury or physical damage to material property subject to a costs inclusive, annual aggregate limit of indemnity
- remove the existing requirement for an unauthorised act for the exclusion to apply.

### **Part G - Employers' liability**

#### **Court attendance cost - Cover**

- This is a new section of cover to your policy.

#### **Damage to reputation - Cover**

- This is a new section of cover to your policy.

### **Part O - Personal accident**

This wording has been re-written and includes additional enhancements:

- Childcare costs and domestic staff expenses for members and employees
- Coma benefit
- Dependents benefit
- Disability assistance
- Disappearance
- Domestic travel expense
- Exposure
- Funeral expenses
- Hijack or kidnap
- Hospitalisation benefit
- Medical expenses
- Moving costs
- Physiotherapy
- Rehabilitation support
- Retraining expenses

Cover for personal effects following assault or accident has been limited.

## Part P - Legal expenses

- This wording has been re-written but the cover remains the same.

### **Zurich Municipal is a trading name of Zurich Insurance Company Ltd**

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

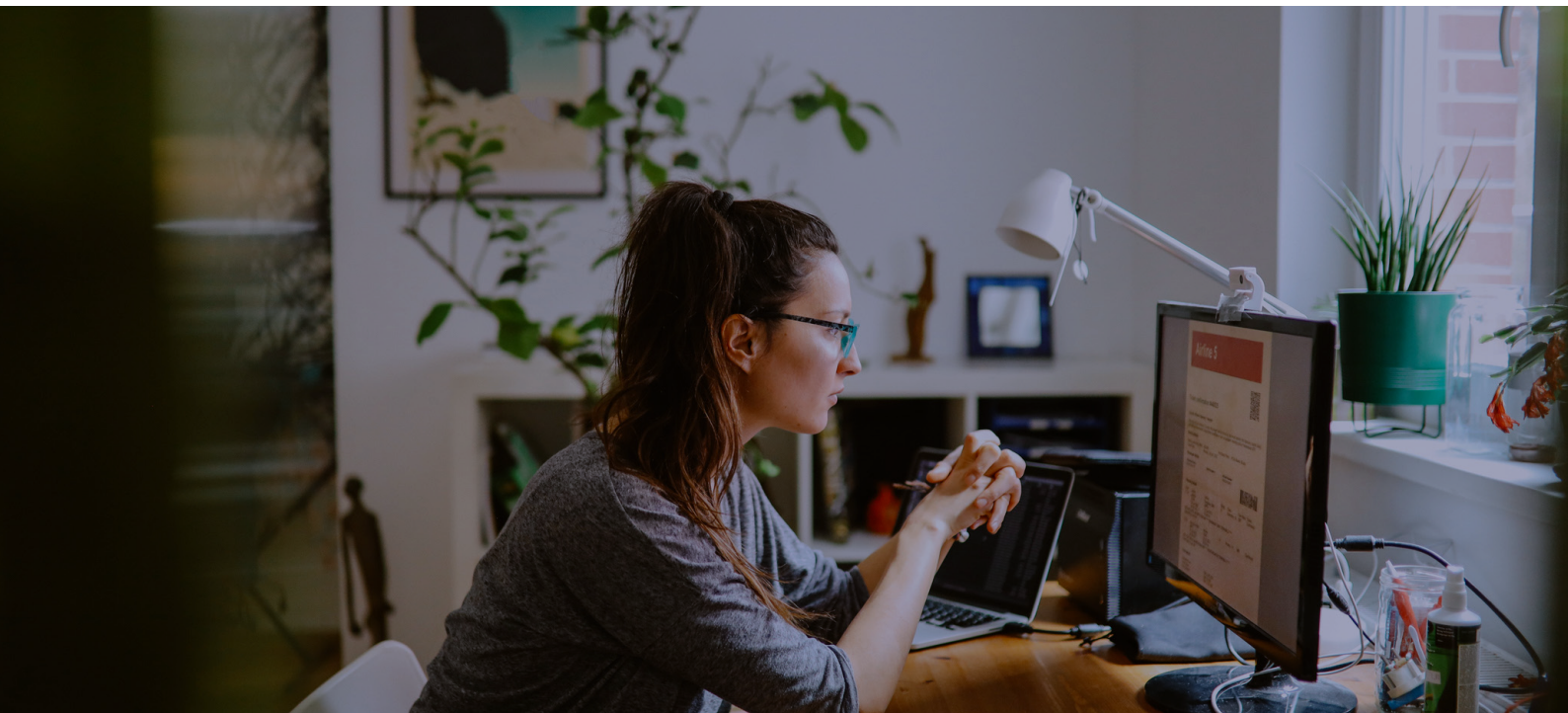
Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

© Copyright - Zurich Insurance Company Ltd 2024. All rights reserved. Reproduction, adaptation or translation without prior written permission is prohibited except as allowed under copyright laws.

MLABZA01 (06/24)

## Your complimentary risk management package from OSR



OSR are dedicated to supporting your business with a multi layered cyber solution to protect you and ensure your staff are educated and prepared. With your OSR Cyber Policy you also have **FREE** complimentary access to the following support:



### GDPR123 – Training and Consultancy Benefits

Increasingly, we are seeing cyber criminals focus more on hacking people than hacking networks so it is essential to ensure your staff are properly educated and prepared. Via GDPR 123, OSR will provide you with online employee awareness training on matters of GDPR compliance, Cyber Security and Data Protection. In addition to this, GDPR 123 will provide you with a complimentary one-hour consultation to discuss all things GDPR.

If you would like to speak to OSR about our products and services or would like to obtain a quotation, contact one of our team on:

0203 675 0910 or [support@optimumsr.co.uk](mailto:support@optimumsr.co.uk) and we'll be happy to assist.



# Guide to Implementing Multi-Factor Authentication (MFA)



It is a requirement of the OSR Cyber Insurance policy that you protect your network, systems and backups with Multi Factor Authentication. This requirement is essential as a first line of defence against cyber criminals accessing and disrupting your business operations.



# What is MFA/2FA?

Multi-Factor Authentication (MFA) or Two-Factor Authentication (2FA), is an extra layer of security used to ensure that people trying to access an online account are who they say they are.

A user enters their username and password, then another method of authentication is requested to verify the identity of a user attempting to gain access to a computer system.



## WHY IS MFA IMPORTANT?

Passwords alone can no longer guarantee the safety of your data and online accounts. Cybersecurity threats are ever present and growing with attackers becoming more sophisticated in breaching traditional defences.

### ✓ Stronger Protection:

Even if your password is compromised, the second layer of authentication makes it significantly harder for hackers to access your account.

### ✓ Industry Standard:

MFA is fast becoming a standard security measure across the globe, with many industries and businesses adopting it as a requirement.

### ✓ Risk Reduction:

Implementing MFA has been shown to reduce the chances of a successful cyber-attack.

## HOW TO ENABLE MFA



Learn more about MFA for business using Microsoft can be found [here](#)



To understand more on how to enable MFA in Microsoft Azure click [here](#)



Instructions on how to set up MFA in Microsoft Office 365 can be found [here](#)



An MFA setup guide for Google G-suite can be found [here](#)

# What to Do If You Need Assistance

If you find the process confusing or encounter any issues while setting up MFA, please either get in contact with your IT team, Managed Service Provider (MSP) or you can also contact our partners at Cyber 123, who are an MSP partner.

They are available to guide you through the process and ensure your accounts are protected.

**Contact Details for Cyber 123:**

**Phone:** 01903 898 188

**Email:** [support@supportdeskuk.com](mailto:support@supportdeskuk.com)

**Hours:** Monday to Friday, 9am to 5pm

By enabling MFA, you're taking a critical step in securing your digital presence and protecting yourself from cyber threats. Should you have any further questions, don't hesitate to reach out.





📞 020 3675 0910

✉ [support@optimumsr.co.uk](mailto:support@optimumsr.co.uk)

💻 [www.optimumsr.co.uk](http://www.optimumsr.co.uk)



## Marianne Rossi

---

**From:** Teresa Strange  
**Sent:** 03 April 2025 16:24  
**To:** Marianne Rossi  
**Subject:** FW: REF: Melksham Without Parish Council - Our Ref: 2132235

---

**From:** Daniel Dorney <Daniel\_Dorney@ajg.com> **On Behalf Of** UK.CommunityRenewals  
**Sent:** 03 April 2025 15:52  
**To:** Teresa Strange <clerk@melkshamwithout-pc.gov.uk>  
**Subject:** REF: Melksham Without Parish Council - Our Ref: 2132235

Good Afternoon Teresa,

**Our Ref:** 2132235  
**Policy Type:** Cyber Package  
**Policy Holder:** Melksham Without Parish Council  
**Insurer:** Channing Lucas & Partners Ltd t/a Optimum Speciality Risks

You are a Cyber policyholder who is currently utilising Avast CloudCare that comes with your current policy. As the policy is due for renewal shortly, we write to inform you of the following:

- **Avast CloudCare will not be available beyond the current policy period**, regardless of whether the policy is renewed or not.
- **Access to Avast CloudCare will be terminated 30 days after the policy expiry date**, which will result in the automatic uninstallation of the software from all connected devices and deletion of any online backup data associated with the account.
- Should you wish to continue using Avast CloudCare, you will need to arrange a **separate subscription** through the main Avast website, independent of their Cyber Policy.

The reasons for the withdrawal of Avast CloudCare are as follows:

- Talbot, who provide the capacity for this policy, has made the decision to cease offering Avast CloudCare because of prohibitive costs.

If you have any questions or need further clarification, please do not hesitate to reach out

Kind regards,

**Danny Dorney**  
Client Adviser – Community  
Landline – 01483 462876  
Mobile – 07938 738488



Insurance | Risk Management | Consulting

Gallagher - Blenheim House, 1-2 Bridge Street, Guildford, GU1 4RY

M: 07938 738488

E: [daniel\\_dorney@ajg.com](mailto:daniel_dorney@ajg.com) | [www.ajg.com](http://www.ajg.com)

### Important: Broker Notice

#### Changes to OSR Risk Management Offering

We have recently completed a review of our offering and made some changes as outlined below:

- Updated our policy wording to widen our coverage – see attached Notice to Policyholder for further details.
- Secured new capacity which will enable us to expand our underwriting footprint to write a wider range of risks.
- Introduced MFA support to help policyholders implement MFA, which is a key element of cyber security.
- Withdrawn the Avast CloudCare offering which was provided by our previous capacity provider. You would have been contacted individually with further details if this affects one of your policyholders.
- Updated the underwriting criteria to have fewer questions, and due to advances in antivirus and firewall technology the use of commercial grade antivirus/firewall is no longer asked for.

## **Anti Virus security on council laptops:**

Some of you will be aware that currently, as part of the cyber insurance policy, you have Avast CloudCare included. We have been notified by the cyber insurance company that after the expiry of the current policy in place, the Avast security will be uninstalled automatically from everyone's machines even if you renew the policy with them, as they are withdrawing the product. It was previously a stipulation of the policy that every council device had to have business grade firewall and antivirus, but this has now been removed from the new policy schedule should you approve it this evening.

### **In terms of Councillor laptops:**

I have discussed this with Clive (IT Contractor), and in terms of councillor laptops, you do not have access to the council's shared drive, so should a virus get into your laptops, it wouldn't get into the parish council network and corrupt any data files, etc., and it would be specific to the device. There might be a small risk in terms of your councillor email accounts, as they could get in and start sending out phishing messages, etc. There are a few options which you could consider:

- There is a free version of Avast which could be used, which Clive feels is adequate for logging into Office 365 and using your councillor emails, etc. It will still help detect and isolate potential cyberthreats (below is some more information about the differences between the free version and a paid version). In terms of firewalls, you have a Windows Firewall already built into your device.

*Avast Free Antivirus gives you handy cybersecurity essentials. The free download offers real-time protection against everyday viruses and spyware, including the ability to help secure your home Wi-Fi and connected devices. For greater security, consider Avast Premium Security. It does more to keep your sensitive data safer from cybercriminals, help defend you against email scams, and more. Our premium PC antivirus also goes further to defend your device from remote access attacks or hackers attempting to access your webcam.*

But for those members who are on the Finance Committee and are bank signatories, you sometimes authorise payments at home.

Sometimes when there is a payment that needs authorising outside of the payment run or if you are unable to log onto the bank in the office. Your financial regs, which is an item on this evening's agenda, under 7.12, states the following: *'Members and officers shall ensure that any computer used for the council's financial business has adequate security, with anti-virus, anti-spyware and firewall software installed and regularly updated.'*

In this instance, it is not felt that a free version would be adequate if undertaking financial transactions etc so a paid version would be recommended.

### **Office:**

In terms of the office, Clive recommends that all officers' laptops (x3) and the server PC should have a paid version of antivirus software due to the risk to the council's electronic files should a virus get into a laptop.

## **Business Anti-Virus Prices**

### **Norton Small Business**

£129.99 + VAT per year for 5 users (£69.99 + VAT for the first year)- This would cover all officer laptops and the server pc. If you wished to cover the councillor laptops with a paid version we would have to have a look at different cover as the maximum number is 10 at a cost of £199.99 + VAT per year (£99.99 + VAT for the first year).

### **Avast Essential Business Security**

£120.64 + VAT for 4 devices (£96.51 + VAT for the first year)

£485.01 + VAT for 17 devices- 13 Councillors plus 4 office devices (£388.01 + VAT for first year)



Melksham Without Parish Council  
1st Floor  
Melksham Community Campus  
Market Place  
MELKSHAM  
Wiltshire  
SN12 6ES

**Zurich Town, Parish and  
Community Council Team**  
**PO Box 726**  
**Chichester**  
**PO19 9PS**

## Invoice

Invoice Date: 7th May 2025

Invoice No: 544239334

Client ref: 3703833

Policy	Policy Term	(£) Premium
YLL-2720873563	01/06/2025-31/05/2026	3,676.03
Inspection Contract (If Applicable)		0.00
Sub total		3,676.03
Inspection Contract VAT @ prevailing rate		0.00
Insurance Premium Tax (IPT) @ prevailing rate		441.12
<b>TOTAL</b>		<b>£4,117.15</b>

**Payment is due before your cover starts, or immediately if your cover is already in place.**

Please make cheques payable to **Zurich Municipal** and send to **Zurich Town, Parish and Community Council Team, PO Box 726, Chichester, PO19 9PS**

**If paying by BACS, please note our new bank details and amend your records accordingly.**

Acc Name: Zurich Town & Parish, Insurer Trust Account      Acc Number: 23110249  
Sort Code: 20 – 65 - 82      Bank: Barclays Bank PLC

Please quote your Client Reference on all BACS transactions

### Invoice Queries

Phone: 0800 917 9531

Email: [renewals.team@uk.zurich.com](mailto:renewals.team@uk.zurich.com)

Our VAT registration number is: 107 8316 77

**Zurich Municipal is a trading name of Zurich Insurance Company Ltd.** A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

Melksham Without Parish Council  
1st Floor  
Melksham Community Campus  
Market Place  
MELKSHAM  
Wiltshire  
SN12 6ES

**Zurich Town, Parish and  
Community Council Team**  
**PO Box 726**  
**Chichester**  
**PO19 9PS**

## Remittance Advice

Invoice Date: 7th May 2025

Invoice No: 544239334

Client ref: 3703833

Policy	Policy Term	(£) Premium
YLL-2720873563	01/06/2025-31/05/2026	3,676.03
Inspection Contract (If Applicable)		0.00
Sub total		3,676.03
Inspection Contract VAT @ prevailing rate		0.00
Insurance Premium Tax (IPT) @ prevailing rate		441.12
<b>TOTAL</b>		<b>£4,117.15</b>

**Payment is due before your cover starts, or immediately if your cover is already in place.**

Please make cheques payable to **Zurich Municipal** and send to **Zurich Town, Parish and Community Council Team, PO Box 726, Chichester, PO19 9PS**

**If paying by BACS, please note our bank details and amend your records accordingly.**

Acc Name: Zurich Town & Parish, Insurer Trust Account      Acc Number: 23110249  
Sort Code: 20 – 65 - 82      Bank: Barclays Bank PLC  
Please quote your Client Reference on all BACS transactions

### Invoice Queries

Phone: 0800 917 9531

Email: [renewals.team@uk.zurich.com](mailto:renewals.team@uk.zurich.com)

Our VAT registration number is: 107 8316 77

**Zurich Municipal is a trading name of Zurich Insurance Company Ltd.** A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

**Private & Confidential**

Mrs Teresa Strange  
Melksham Without Parish Council  
First Floor, Melksham Community Campus  
Market Place  
Melksham  
Wiltshire  
SN12 6ES  
United Kingdom

8th May 2025

Dear Mrs Strange,

**Insurance Policy: Cyber Package**  
**Client Name: Melksham Without Parish Council**  
**Client Reference Number: 2132235**  
**Policy Number: 5116887**  
**Effective Date: 01/06/2025**

Your insurance policy is due for renewal shortly and we have pleasure in enclosing your renewal quotation(s) and documentation. These have been based on your requirements which you disclosed to us previously or in our recent renewal discussions. Our understanding of your requirements are shown in the enclosed documentation.

There are a number of documents enclosed and it is important that you review each of them. Within this letter we have summarised what we consider to be the most important points to assist you. We have directed you to those documents, or parts of documents, which you must read carefully.

Your renewal premium(s) for the forthcoming year are detailed as follows:-

Policy	Insurer	Premium	Insurance Premium Tax	Administration Fee(s)	Total Due
Cyber Package	Talbot Underwriting Ltd via Channing Lucas & Partners Ltd t/a Optimum Speciality Risks	£328.00	£39.36	£50.00	£417.36
Total		£328.00	£39.36	£50.00	£417.36

**Cyber Package****Your Requirements and Our Recommendations**

We have assessed the information about the circumstances that you have provided to us to help us to identify your requirements and make recommendation(s). We have based our understanding of your requirements on this information.

### Our Recommendation(s)

We recommend that this policy is placed with Channing Lucas & Partners Ltd t/a Optimum Speciality Risks based upon your requirements to purchase a Cyber Insurance policy and the price, extent of cover and policy benefits provided by the insurer.

Our recommendation is based on your requirements to have a Cyber Insurance policy for Melksham Without Parish Council to the levels of cover we have discussed which is summarised in the attached quotation schedule and statement of fact.

- We have recommended that your cover is placed with the insurer(s) named within your schedule.
- We believe the cover(s) provided is the most suitable from the insurers that we have approached and based on the information you have provided.
- Please ensure you read your documentation pack carefully to confirm that the cover meets your requirements, paying particular attention to exclusions, warranties, conditions, excesses and limits.

If you require any changes to be made or information corrected, please contact us as soon as possible, as failure to do so could mean that your insurance is voided, or may lead to the insurer not paying all or part of your claim.

**We would draw your attention to your Duty of Fair Presentation obligations, along with the importance of checking that you have adequate sums insured. Full details can be found in the Important Information section.**

### Market Selection

We have obtained terms from one insurer only.

### Significant Terms, Conditions, Warranties, Exclusions and Subjectivities

Your **policy documents** will record what is insured and against what **Insured Perils** (risks) apply, along with details of any **Warranties** which sets out those things which you must make sure happen or have in place at all times. Your cover may be subject to **Exclusions** and **Endorsements**, which set out additional **Policy Terms** which are particularly important. Please also consider any **Conditions** with which you have to comply in order for your cover to be valid and for you to make a claim.

**It is important that you read and make sure that you understand the full extent of the cover that is provided by your insurance policy.** The policy wording should be read in conjunction with your policy schedule. Please read these carefully as they may have an impact on the validity of your cover and/or your ability to make recovery for any claims made.

If there are any areas of the policy which you are concerned about or do not understand, or where you are unable to comply, then please contact us to discuss in further detail. It may be possible, albeit at higher cost, to obtain wider or less restrictive cover.

The attached insurer schedule details the following endorsements applicable to your policy.

### Policy Documents

It is important that you check through your policy documentation. Please read all documents carefully, paying particular attention to the limits, endorsements and exclusions. **If any information is incorrect, please contact us immediately.**

## Payment Options

Our standard payment terms are payment on or before your policy inception or renewal date. This ensures we receive your funds in time to settle our Insurer accounts where there are strict requirements.

You can pay by the following options:-

- Cheque payable to Arthur J Gallagher Insurance Brokers Ltd - Please add your client reference number onto the back of the cheque.
- Bank Transfer (BACS) - Gallagher will provide our bank details upon instruction to proceed

## Next Steps

In order to renew the policy for Melksham Without Parish Council you must;

1. Check the attached documents and inform us if anything needs changing
2. Check the cover still meets the needs of Melksham Without Parish Council
3. Confirm that the policy for Melksham Without Parish Council should be renewed via [communityrenewals@ajg.com](mailto:communityrenewals@ajg.com) or telephone us on 01483 462860 before 1st June 2025
4. Pay for your policy by the renewal date 1st June 2025

If you have any questions relating to your insurance arrangements, please do not hesitate to contact us. **We look forward to receiving your renewal confirmation by the renewal date.** Failure to provide your instructions could result in your policy and cover lapsing.

Should you need any assistance or wish to review our recommendation in anyway, please do contact the Community Team at Gallagher Insurance on 01483 462860 or via [community@ajg.com](mailto:community@ajg.com).

Yours sincerely,

### The Community Team

Tel: 01483 462860

Email: [community@ajg.com](mailto:community@ajg.com)

#### TALK TO US ABOUT:

- Motor
- Engineering
- Cyber
- Professional Indemnity
- Associated Charities
- Village Hall Policies
- Anglican Church Policies
- Risk Management Solutions
- Event Coverage
- Terrorism

Enclosures	Action Required by You
Statement of Fact(s)	Information you have provided to us and on which your policy is based. Please review and advise us of any changes required.
Policy Schedule(s)	Please review and advise us immediately if there are any terms you are unable to comply with or do not understand.
Policy Summary(s)) Notice to Policyholder/Summary of Changes	An overview of the proposed cover including limits. Please read in conjunction with your policy and advise us immediately if there are any terms you are unable to comply with or do not understand.
Our Invoice	Please note payment terms.
Important Information	Please read and retain.
Our Terms of Business	Please read and retain.

## Our Service & Remuneration

The table below indicates 'how we are paid for our services'. Further information is available in our Initial Disclosure Document that can be located further on in this letter.

Policy Cover	Broker Fee	Commission	Admin Fee
Cyber Package	x	✓	✓

# Important Information

Please read this section carefully **as it contains important terms and may require you to take action.**

## 1. Sums Insured and Under-Insurance (Average)

Please ensure you are insured for the full value of risk in accordance with the policy terms and conditions. We strongly recommend that you obtain professional valuations for reinstatement purposes of buildings, machinery and plant at regular intervals. Sums insured and limits of indemnity should be kept under review throughout the period of insurance.

It is important that you are NOT under-insured. Make sure you have insured your buildings for the full rebuilding cost including allowances for architects costs and site clearance, and your contents for their full replacement value as new items.

You must notify us if the full replacement value of your contents or full rebuilding cost of your buildings exceeds the amount shown on your schedule.

The insurer will only be able to settle claims at the percentage you are actually insured for. For example, if the value of your contents shown on your schedule only represents 70% of the full replacement value then the insurer will not pay more than 70% of your claim.

## 2. Duty of Fair Presentation

When you answer questions or agree with assumptions during the quotation process, you must disclose material facts or circumstances about the risk(s) you want to insure. A material fact or circumstance is something that would influence the judgement of an insurer in deciding whether or not to insure the risk.

This is known as a 'duty of fair presentation' and includes disclosing the following:

- Information that you, your firm's senior management, or anyone responsible for arranging your insurance knows, or should know in relation to your business; and
- Information that would be revealed by a reasonable search of information available to you or by making enquiries, and could include information held within your business or by someone else (such as your insurance broker).
- Remember that if you fail to meet this duty, it could mean that the policy is void, or that the insurer is not liable to pay all or part of your claim(s).

*The following examples provided are in addition to the main wording above and are to be used where appropriate:*

Examples of material facts or circumstances include the following (please note these have been provided as examples only and the list is not exhaustive):

- Being declared bankrupt, participating in an Individual Voluntary Arrangement (IVA) or protected deed of trust in Scotland or making a compromise arrangement with creditors.
- Other policies in place covering the same risk.

- Previous claims or incidents which may have led to a claim but for which you did not actually submit a claim.
- Any caution, charge or conviction of a criminal offence for you or any director/business partner/trustee
- Any motoring convictions or disqualification by any director/business partner/trustee or any driver of a company vehicle in respect of a motor insurance application
- The organisation, directors, partners or trustees having been prosecuted or received a prohibition or improvement notice for failure to comply with any Health and Safety, Welfare or Environmental Protection legislation
- Being declined cover by other insurers or having special terms imposed
- Changes to your business activities
- Changes to the Police response to alarm signals.

Please remember that if any of your details, material facts or circumstances change during the policy period, you must always notify us immediately.

### 3. Policy Terms, Conditions and Exclusions

Insurers may impose warranties and/or restrictive endorsements and where any of your policies are subject to a warranty, compliance is an absolute requirement at all times.

In addition to warranties (or in some instances, in place of) policies may contain "conditions precedent to liability". Failure to comply with a condition precedent may mean that the insurer will not be liable for any loss.

Please pay particular attention to any warranties and/or restrictive endorsements as failure to fully comply with any warranty/endorsement terms could suspend or invalidate the policy cover.

Similarly, policies also contain general conditions that apply to all policyholders; for example, 'Notification of Claims' and alteration in risk. You should familiarise yourself and comply with all conditions.

Full details of any warranties, terms, conditions and exclusions are contained within your policy wording and schedule. **For your protection, it is essential that you read your policies carefully to ensure you are familiar with all of the terms, warranties, conditions and exclusions.**

If at any time you are unable to comply with a warranty, condition precedent to liability, or any other policy terms, conditions, exclusions or insurers' requirements, please let us know immediately as the requirements imposed will continue to apply until insurers have accepted that you are compliant with policy terms and confirmed cover.

If you have any queries or questions regarding the policy term, conditions or exclusions please contact us immediately.



## 4. Administration Fees

Where we charge an administration fee in respect of the operational cost of setting up, administering or cancelling your policy, e.g. postage, stationery and licensing fees. The administration fee is not subject to Insurance Premium Tax and is separate to any other broker fee charged and/or commission earned for our services.

Activity	Annual premium under £4,500	Annual premium over £4,500	Annual premium over £20,000
New Business and Renewal administration fee	£50	£75	£0

## 5. Basis of our services

The services we provide are outlined in our **Terms of Business Agreement (TOBA)**. The detail of which is provided in Appendix 1 of this report. **Please read this carefully as we will provide our services in line with this.**

We act on an 'advised' basis which means that we will be making a personal recommendation of a specific insurance policy(ies) based on information you have given us around your particular requirements and circumstances. When acting on an 'advised' basis, we act as Agent of the Customer (that is to say, we represent the customer) in order to select appropriate cover(s) from different insurance markets.

## 6. Short Form Privacy Notice

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>

From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

## 7. Fraud Awareness

To help prevent fraud - before requesting your bank details to provide you with a refund by phone, we will always validate with you information that we hold on file; information that only you would know. This information could include your address or specific policy details. Any refund we provide will only be for one of three reasons:

- 1) overpaid funds
- 2) a reduction in your cover
- 3) cancellation

Arthur J. Gallagher Insurance Brokers Limited will never request sensitive information, such as, passwords, usernames or a mother's maiden name.

If you receive a phone call and are unsure it is from us, you can always call us to verify we are who we say we are. Please call your usual contact, or call us on the telephone number shown within this document.

## 8. Employers Liability Insurance – What you need to know

### Employers' Liability Insurance

Since 1st October 2008 Employers are allowed to display their employers' liability certificate in an electronic format, so long as it remains accessible by all employees.

Although the law no longer requires you to retain certificates, we strongly recommend that you continue to do so. We believe that it is in your own interest to retain copies. Where no records can be found, you will be responsible for payment of any claim, particularly in relation to so-called 'long-tail' industrial diseases such as deafness and asbestosis.

If your policy includes cover for Employers Liability, this is designed to cover the costs of compensation, and legal fees should a member of staff fall ill or be injured due to an employers' negligence. If you are instead looking for financial cover should you, or an employee, be injured in an accident at work, then you may benefit from a Personal Accident policy. Please contact us to discuss what is included within a Personal Accident policy and to obtain a quote for this cover.

## 9. Making a Claim

## Step 1 Reporting a claim

- You will need to notify us as soon as possible after an incident, either by telephone on 02382 547123 or by email to [communityclaims@ajg.com](mailto:communityclaims@ajg.com).
- Alternatively out of hours in an emergency, you may also contact your insurer direct. You will find your insurer's claims line number within your policy document, as well as highlighted within your renewal pack.
- Delay in notifying your insurer of an incident or a claim can potentially prejudice your/your insurer's position and can cause difficulty with acceptance of your claim, either in part or in full.
- In the event of injury and/or damage to another party or their property, it is important that no admission of liability is made, as this may also prejudice your/your insurer's position. Any third party claim or correspondence should be immediately passed to your insurers, unanswered.
- Appropriate steps should be taken to minimise any further loss or damage, where possible. Please ensure to retain itemised invoices for any emergency works completed and take photos of the damage where possible.
- When notifying a claim, it is important that you have the following key information available, which will help identify you and assist with data protection protocols, thereby reducing any potential delays in providing you with initial advice:
  - Policyholder's name
  - Policyholder's address and postcode
  - Policy number
- In order for us to give you the most accurate advice and guidance on the notification call, there are some key pieces of information that we will need to know:
  - What happened? When? Where?
  - What is the extent of the loss, damage, injury? Consider physical and financial/trading impacts.
  - What is the impact to you as the policyholder?
  - What is being done to help prevent further loss, damage or injury?
  - Who is the best person for insurers to liaise with, what is their relationship with the policyholder and what are their contact details?

It's understood that some of the information may only be indicative at the outset, but the more accurate the information provided, the more likely the advice given will meet your needs and also assist with the progress of your claim.

- Your insurer will advise of next steps, allocate a claims reference number and also provide detail as to who will be your contact throughout the claim.
- Where the services of other parties may be required, insurers will provide details as to who this will be and the services that they will provide.
- Examples include – loss adjuster on large or complex claims, Solicitors/Investigators on Liability issues or claims, Engineers/Approved Repairers on Motor claims. Insurers should also discuss and agree with you the best method and frequency of updates/next contact.

## Step 2 Claims Handling & Investigation

- In order to evaluate and progress any claim, insurers more often than not will require additional supporting documentation from you.
- Insurers should clearly articulate what they require from you and the reasons why. Typically this will be estimates or invoices and anything that may help them evaluate your claim against the policy coverage that you have in place.
- Delays and/or omissions can in some circumstances lead to issues with acceptance of a claim in part or in full. It is therefore important that you reply to any requests and supply the information required at your earliest opportunity, in order to assist with progressing

your claim.

- Should you not understand or wish to query any request from your insurer or their agent, it is recommended that you call them at the earliest opportunity to discuss and seek clarity from them.
- Insurers will look to agree with you what the next steps may be relating to any repair, replacement, defence, or interim actions required.
- Interim payments can sometimes be agreed, particularly on large claims or where the claim creates cash-flow issues. Where appropriate you should ask insurers whether this is a possibility.

### Step 3 Conclusion/Resolution of Claim

- Once insurers have received sufficient supporting documentation and assessed them against the policy coverage in place, we will advise you regarding what a resolution of your claim may look like.
- Payments to be made (in part or in full) should be clearly explained by insurers, including their calculation.
- If for any reason the claim will not be met (in part or in full), insurers should clearly explain the reason why and provide evidence, where appropriate.
- Excess – Any settlement agreed will be subject to the deduction of the applicable policy excess. This can be verified by referring to your policy documents.
- VAT – If the policyholder is VAT registered or able to recover VAT for the costs claimed under their insurance policy, in the majority of situations the policyholder will be responsible for the VAT element of any invoice relating to the claim. This can include the VAT element of suppliers appointed by the insurer, such as solicitors costs.

### Exceptions - Assistance and Complaints

- Escalations and complaints regarding services provided by the insurer should, in the first instance, be directed to the appropriate insurers as soon as the issue arises or is identified.
- Each insurer will have a formal escalation and complaint protocol in place, the details of which will be contained within your policy wording, which should give you suitable guidance.
- If however you encounter any difficulties identifying the appropriate process and/or insurer contact details, you can contact our Claims Team on 02382 547123 or email [communityclaims@ajg.com](mailto:communityclaims@ajg.com), to assist you with ensuring that your issue or complaint reaches the appropriate insurer contact.

Examples of where we may be able to assist include:

- If you are having difficulty making contact with your insurer.
- Your insurers are unable to trace your policy.
- You require additional clarification regarding the claims process.
- Your insurers are failing to provide you with the appropriate level of service.

In line with our standard internal review processes, we have made some changes to our Terms of Business Agreement (TOBA), the document which governs the supply of our services to you, as a direct customer of one of the Gallagher entities.

Please find attached the updated version (the “New TOBA”) which replaces the previous TOBA.

Generally, the material changes we make to our TOBA, can apply for any of the following reasons:

- to meet changing regulatory and / or legal requirements;
- providing more clarity around the basis of our relationship with you;
- add to the information about our organisation that we provide to you; or
- improve how we conduct business.

The more important changes are highlighted as follows:

- The sections entitled “How Do We Maintain Your Privacy” and “Confidential Information” have been merged into one section now entitled “Confidentiality and Data Protection” in order to clarify the use and disclosure of Confidential Information and Personal Data that you provide us in connection with the TOBA and the scope of business covered by it as well as addressing cross border transfers of such data.
  - Under the ‘Data Protection’ sub-section, we have expanded the circumstances where Personal Data may be processed, to align with our Privacy Notice.
  - The sub-section entitled ‘Confidentiality’ now includes a clearer definition of Confidential Information.
- For some clients there is a change to the “Limitation of Liability” provision that limits the liability that Gallagher would incur in the event of an error or omission on our part that leads to a client loss. This is now limited to £10m as standard in TOBAs issued to our client population. This is in line with our insurance industry peers and other similar professional services sectors, who employ such provisions to ensure prudent risk management and actively manage enterprise risk.

Please notify your usual Gallagher contact as soon as possible if you have any queries about the changes contained within the New TOBA or if there is anything in it that you do not understand or accept, as otherwise, we shall proceed on the basis that we have your deemed consent to the terms of the New TOBA.

Please retain this document and your New TOBA which supersedes any other TOBA we have sent to you in the past.

# Terms of Business Agreement

Arthur J. Gallagher Insurance Brokers Limited

## Contents

Scope and application .....	4
Who are we? .....	4
What do we do? .....	4
Which insurers do we use? .....	5
How are we paid for our services? .....	5
How do we maintain your privacy? .....	5
Confidential Information .....	6
How do we handle your money? .....	6
Insurer Money (money we hold as agent of an insurer): .....	6
Client Money (money we hold as your agent): .....	6
Holding both insurer and Client Money .....	6
Payment to third parties: .....	6
Financial Services Compensation Scheme .....	6
Your obligations .....	7
Anti-bribery, corruption and financial crime .....	7
Your premium payment obligations .....	7
Your policy documents .....	8
Making a claim .....	8
Conflicts of interest .....	8
Complaints .....	8
Other territories .....	8
Right of set-off .....	9
Intellectual property rights .....	9
Termination .....	9
Cancellation of your policy .....	9
Currency conversion .....	9
Severability .....	9
Notices .....	9
Third party rights .....	9
Unexpected acts or events .....	9
Transfer of this agreement .....	9
Governing law and jurisdiction .....	10
Limitation of Liability .....	10



Insurance | Risk Management | Consulting

## Scope and application

This agreement, together with any separate written agreement between you and Arthur J. Gallagher Insurance Brokers Limited ('AJGIBL'), sets out the terms on which we agree to act for you when we are instructed to provide services by you.

In this agreement 'we', 'us' and 'our' means AJGIBL. References to 'insurers' include insurers, underwriters, managing agents or, where applicable, reinsurers with whom we place business. As appropriate, references to 'insurance' or 'insured' include reinsurance and reinsured respectively. Additionally, any reference to 'policy' shall mean an insurance or reinsurance policy, as appropriate.

It is important that you read this agreement carefully as it contains details of our statutory and regulatory responsibilities and your contractual obligations, on which we intend to rely. If there is anything you do not understand in this agreement you should inform us otherwise we will assume you are providing your informed consent to this agreement.

### **We specifically draw your attention to the following sections:**

- a) What do we do?
- b) How are we paid for our services?
- c) How do we handle your money?
- d) Your obligations
- e) Conflicts of interest
- f) Complaints
- g) Limitation of Liability

Where your business is operated through an incorporated company, trust, limited liability partnership or partnership, we are entitled to assume that the recipient of this agreement has obtained authorisation or is entitled to consent to these terms on your behalf.

If you are a company or other body corporate, unless otherwise expressly stated in any separate written agreement between you and AJGIBL, you agree to and accept the terms of this agreement on your own behalf and on behalf of each of your group companies (where those group companies are receiving the benefit of our services). You will ensure that each of your group companies will act on the basis that it is a party to and bound by the agreement. All references in this agreement to 'you' and 'your' mean you and each of your group companies.

If you have instructed another insurance broker to deal with us on your behalf, we will assume unless told otherwise that the broker has full authority to agree the terms of this agreement with us and to deal with us on your behalf as your agent in relation to all matters covered by this agreement.

This agreement replaces any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We may change the terms of this agreement from time to time. This may be:

- a) to reflect changes in our services or in market practice
- b) to reflect legal or regulatory developments, or
- c) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

This agreement replaces any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We may change the terms of this agreement from time to time. This may be:

- d) to reflect changes in our services or in market practice
- e) to reflect legal or regulatory developments, or
- f) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

We may also change the terms of this agreement for other reasons, but if we do, we will notify you in advance and you will have the right to terminate this agreement within 30 days of such notification.

## Who are we?

AJGIBL is a company incorporated and registered in Scotland with company number SC108909 whose registered office is at Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. You can find out more about us at [www.ajg.com/uk/](http://www.ajg.com/uk/).

We are an insurance intermediary, risk management and consulting firm authorised and regulated by the Financial Conduct Authority ('FCA'). Our FCA firm reference number is 311786. We are permitted by the FCA to act as a general insurance intermediary, to arrange credit and collect payments. You can check these details by visiting the FCA's website ([www.fca.org.uk/register](http://www.fca.org.uk/register)) or by contacting the FCA on 0800 111 6768 (+44 20 7066 1000 from overseas).

## What do we do?

As an insurance intermediary, we usually act for you. We offer access to general insurance products and services provided by a wide range of UK and international insurers, including Lloyd's.

Our services include advising you on your insurance needs, arranging insurance policies with insurers in order to meet those needs, provide associated risk management services and any other insurance related services. We will also help you to make changes to your insurance policy if required and will remind you when your policy is due for renewal as appropriate. Unless your policy states otherwise, or we agree, we will provide you with assistance in submitting a claim and with obtaining reimbursement from insurers.

In certain circumstances, we may act for your insurer, for example, where we have delegated underwriting authority and/or claims settlement authority, or where we have entered into a managing general agency agreement with one or more insurers. In cases where we are acting on behalf of the insurer, we will be acting as their agent. Please see the section headed Conflicts of interest for more information about how we manage these arrangements.

We cannot arrange insurance for you until we have received complete instructions from you. Your insurance cover is not in place until we have confirmed it to you in writing or we have issued evidence of cover. Where we receive your instruction or a firm order after normal office hours, placement of your insurance will be subject to further confirmation by us as soon as reasonably possible the following business day.

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. [www.ajg.com/uk/](http://www.ajg.com/uk/)  
©2020 Arthur J. Gallagher & Co. All rights reserved



We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

Additionally, when we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

## Which insurers do we use?

In finding an insurance solution that meets your demands and needs, we may either conduct a market analysis of potential insurers, or we may only consider a specific product from a single insurer, or products from a panel of insurers. In certain circumstances we may act for the insurers, or use services of other of our group companies - please see the "Conflicts of Interest" section.

We use publicly available information, including information produced by credit rating agencies, to identify insurers with whom we will consider placing your business. We do not guarantee the financial status of any insurer. You may require us to use an insurer that we would not ordinarily recommend due to their credit rating. In the event of an insurer experiencing financial difficulties, you may still have a liability to pay any outstanding premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.

We are available to discuss with you any concerns you have with the insurer you have chosen for your insurance policy(ies).

## How are we paid for our services?

Payment in respect a service that we provide to you in respect of any single contract of insurance may be made up of one or more of the following:

a fee paid by you; details of this, or the basis of calculation, will be declared to you in advance of this being incurred; brokerage/commission, which is a percentage of the total annual insurance premium paid by you and given to us by the insurers with whom we place your business; and administration charges, in addition to any insurance premiums, for administration of your policy, including amending and cancelling any policy: these apply on most placements (even where a) and / or b) apply), and details of these charges, will be provided to you in advance of them being incurred.

Please note that where we have not agreed a fee (a) payable by you in respect of any contract of insurance, our remuneration will be by way of commission (b). There may be instances where we have agreed a fee (a) with you, and for subsequent, additional policies, we also earn a commission.

If we charge you a fee (a) in relation to any contract of insurance, and either also receive commission payments in respect of that contract of insurance, or will do so in relation to any subsequent contracts, then we will inform you of that fact prior to the fee being incurred.

Please note that for commission (b), we do not intend to earn commission from the taxation element of any insurance premium tax.

We may receive additional payments such as a profit share or profit commission from insurers, for instance, from insurers payable under a delegated underwriting authority or other facility or individual contract in recognition of overall profitability.

We may also earn income from insurers or other sources in other ways. For example, we may receive income from insurers for ancillary services provided solely on their behalf.

Upon request, we will be pleased to provide details of any income we are due or have received as a result of placing your business. Unless we specifically agree otherwise, brokerage/commission and fees are earned when we arrange an insurance policy for you, or in the case of any other service when we commence providing that service to you.

However in respect of any payment made to us this will only be recognised as payment for the service when we have reconciled your payment. We will be entitled to retain all fees and brokerage in respect of the full period of contract(s) of insurance arranged by us including in circumstances where your policy has been terminated and your insurers have returned pro-rated net premium. Consistent with long established market practice, we will deduct our brokerage and other commissions from the premium once received.

If you decide to terminate our appointment in relation to policies we have placed on your behalf and where, (i) the policy or policies have not expired, and (ii) premium is due on the policy or those policies, we are entitled to any brokerage/commission originally due on the policy or policies and you will ensure the broker subsequently appointed to administer the policy or policies agrees and accepts to collect the brokerage/commission and remit to us in good time.

## Confidentiality and Data Protection

### Confidentiality

During the course of this agreement or during discussions between the parties regarding potential services under this agreement (such as a request for proposal), each party may be provided with or given access to Confidential Information from or on behalf of the other party and each party agrees to treat such information as confidential and will not disclose it to any third party, except as stated in this agreement.

Confidential Information means all data received from or on behalf of the other party that is non-public, confidential or proprietary in nature, including, without limitation, non-personal, commercial data. Confidential Information does not include (i) Personal Data (as defined below); or (ii) information that (a) was previously known to a party without an obligation not to disclose such information, (b) was independently developed by or for the party, (c) was acquired from a third party without an obligation not to disclose such information, or (d) is or becomes publicly available through no breach of this agreement.

### Data Protection

Each party agrees to comply with its respective obligations under applicable data protection laws with respect to Personal Data processed under this agreement. Personal Data means any information relating to an identified or identifiable natural person and for the avoidance of doubt does not include aggregate and anonymous data. Each party shall implement appropriate measures to maintain the availability, integrity, confidentiality and security of Personal Data processed under this agreement to protect it from unauthorized or illegal access, destruction, use, modification or disclosure.

We are the data controller of any Personal Data you provide to us or that we receive in connection with this agreement. Please review our Privacy Notice for details on how we collect, use, share, secure and retain data, and the rights an individual has in relation to Personal Data. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>. From time to time we will update our Privacy Notice, which may impact the ways in which we handle data. Please review our Privacy Notice periodically to ensure you are aware of any changes.

If you will be providing us with Personal Data of other individuals in connection with this agreement (such as your employees), you shall ensure that those individuals have received appropriate data privacy notices and that you have obtained all required consents to enable you to process and transfer the Personal Data as described in this agreement. You will only share Personal Data with us that is necessary for us to provide the services, reliable for its intended use, and accurate, complete and current. You agree to notify us if you become aware that the information is inaccurate, incomplete or out-of-date. You will also provide us with reasonable assistance, upon request, in dealing with any requests, inquiries or complaints that we receive from individuals and/or local data protection regulators in relation to any Personal Data processed under this agreement.

## Use and Disclosure of Confidential Information and Personal Data

You agree and acknowledge, respectively, that we may use Confidential Information and Personal Data provided to us:

- (i) to provide the services and fulfil our obligations under the agreement in accordance with applicable laws, regulations and our Privacy Notice;
- (ii) to share such information with (re)insurers, other brokers, surveyors, loss adjusters, loss assessors, third party claims administrators, service providers, premium finance providers and other similar third parties either to the extent necessary to provide our services to you or in accordance with normal (re)insurance broking practices;
- (iii) to conduct data analytics, surveys, benchmarking and risk modelling to understand risk exposures and experience, for purposes of creating industry or sector-wide reports to share with our group companies and third parties provided reports shared with third parties will only be on an aggregate, anonymised or de-identified basis, unless we have obtained your consent;
- (iv) to improve and develop systems and algorithms for purposes of delivering services to you and other clients, conducting data analytics, developing sales and marketing strategies and otherwise improving our services and products; and
- (v) to collect and use your risk, loss, reserve and claims data in the creation, marketing and commercial use of loss databases, analytical or statistical reports, models and tools, (re)insurance and capital markets products, any of which may be used in the services provided to you or third parties, except any services provided to third parties would only include aggregate, anonymised or de-identified data.

Without limitation to any other provisions contained herein, either party may disclose Confidential Information and Personal Data that it has received from the other or been given access to under this agreement:

- (i) to its group companies, professional advisors, actuaries, auditors, insurers, sub-contractors, (sub) processors and other similar third parties to the extent necessary to perform a party's rights or obligations under this agreement or to ensure the effective management, administration, and operation of its businesses, provided such persons are under a duty of confidentiality;
- (ii) to the extent required by law or regulations, where requested or required to do so by a court of competent jurisdiction, tribunal, arbitration body, law enforcement, administrative agency or regulator, or to exercise or defend its rights in a legal dispute related to this agreement; and
- (iii) for fraud detection and financial management and prevention (including but not limited to disclosure to credit reference agencies or fraud prevention agencies).

In order for us to operate as a global business and provide the services described above, we may transfer Confidential Information and Personal Data as contemplated herein across borders.

Any such transfers will comply with applicable law and be subject to suitable safeguards to ensure an adequate level of protection, including, where required, the use of standard contractual clauses approved by the local data protection regulator, that require each party to ensure that the Personal Data receives an adequate and consistent level of protection.

## How do we handle your money?

In our role as an intermediary between you and your insurers we may hold money:

- paid by you to be passed on to insurers
- paid to us by your insurers, to be passed on to you
- paid by you to us for our services, but which we have not yet reconciled.

For your protection, the way that we handle your money is designed to protect your interests in the event of our financial failure.

We may take payment from you when your policy next renews using payment card information you have shared with us and which we will retain. If we intend to do this, we will confirm this to you in your renewal invitation prior to your next policy renewal. You may opt-out of automatic renewal at any time by contacting us.

## Insurer Money (money we hold as agent of an insurer):

Where we have an agreement with your insurer to hold money as their agent, any premiums you pay to us are treated as having been received by the insurer as soon as they are received by us. Claims payments and/or premium refunds are treated as received by you when they are actually paid to you.

Where we receive monies as agent of your insurer, we can only deal with that money in accordance with the instructions of the insurer. This means that, for example, if you want us to return such monies to you, we can only do so with the agreement of the insurer.

## Client Money (money we hold as your agent):

Where we do not have an agreement with your insurer to hold money as their agent, we will hold premiums you pay to us as your agent. Money we receive from your insurer which is payable to you will be your property whilst we hold it.

We may also hold money as your agent where you have paid this to us in respect of our fee for a service, until such time as we have reconciled the payment against the relevant service. Money we hold as your agent is referred to as 'Client Money'.

FCA rules require us to keep Client Money separate from our own money. We hold Client Money with an approved bank, segregated in a client account subject to a Non-Statutory Trust ('NST'). The aim of the NST is to protect you in the event of our financial failure. If such an account is held outside the United Kingdom, it may be subject to different laws and regulations, which may mean that the Client Money held in that account is not protected to the same extent as it would be if it were held in the United Kingdom, or at all. Please tell us if you do not wish us to hold any money for you in a particular jurisdiction.

We may use Client Money held in the NST on behalf of one client ('Client A') to pay another client's premium ('Client B') before we receive such premium from Client B. We may also make claims payments/ premium refunds to other clients before monies are received from the insurer.

Although there may be occasions when we do this, it is not our policy to routinely cross-fund in this way. For the avoidance of doubt, we may not use Client Money to pay ourselves commissions before we receive the relevant premium from you.

We may invest Client Money held in the NST in accordance with FCA rules relating to Client Money. If we do invest money in this way, we will be responsible for meeting any shortfall in the value of the investments at the time of their realisation. Any interest or profits earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

### Holding both insurer and Client Money

We may hold both insurer and Client Money together in the NST. When this happens, your interests as our client will continue to be protected.

### Payment to third parties:

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of carrying out a transaction on your behalf through that person. This may include brokers and settlement agents outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK. This means that, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish us to pass your money to a person in a particular jurisdiction.

We may also transfer Client Money to a professional services firm such as a loss adjuster, surveyor or valuer unless you instruct us otherwise.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the FSCS if we cannot meet our financial obligations to you. This depends on the type of insurance contract that we have arranged for you, certain eligibility criteria and the circumstances of the claim.

Further details regarding the FSCS are available online at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100 (+44 20 7741 4100 from overseas).

Separately, your insurer and/or you may be covered by a different compensation scheme.

## Your obligations

You will not instruct us to provide services which would cause us, nor use our services in any way, to violate applicable laws including without limitation bribery, anti-corruption, money laundering sanctions, or data protection laws.

You are required to make a fair presentation of the risk to an insurer which discloses every material circumstance which you know or ought to know relating to the risk to be insured. This includes information known by your senior management and those responsible for arranging your insurance as well as information which would reasonably have been revealed by a reasonable search of information available to you.

A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent insurer. Material representations of fact must be substantially correct and material representations of expectation/belief must be made in good faith. Failure to comply

questionnaire that covers the particular point. If you are in any doubt as to whether information is material, you should disclose it.

## Anti-bribery, corruption and financial crime

You agree that you will ensure that at all times you comply with all laws, statutes and regulations that apply to you relating to anti-bribery and corruption, including the UK Bribery Act 2010 and (if it applies to you or any of your group companies) the US Foreign and Corrupt Practices Act 1977. Accordingly, if you accept gifts or hospitality offered to you by us or any of our group of companies, we will deem the acceptance to be in accordance with any gifts & hospitality policy/ies you may have.

Please be aware that we are required to obtain adequate 'Know Your Client' information about you. In order to prevent bribery, corruption, fraud or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other screening background checking as appropriate.

Policies may include clauses on financial and trade sanctions, anti-money laundering and export controls, ('Sanctions'). How you comply with Sanctions is specific to your business: you should take legal advice where necessary and pay special attention to relevant policy clauses.

To comply with financial crime or Sanctions requirements, we may be prohibited from providing broking or risk consulting services, including placement and claims handling services; may be required to take actions such as freezing the funds in which parties subject to Sanctions have an interest; or may make regulatory notifications or licence applications as required or appropriate in accordance with Sanctions. Your insurers and other third parties we deal with, such as financial institutions, may also apply their own policies or restrictions.

You acknowledge and agree that we reserve the right to take steps to comply with financial crime or Sanctions (and we will not be liable to you for this or for similar steps taken by third parties).

You should advise us of all of the countries connected to the (re)insurance you require. We reserve the right not to perform obligations under this agreement to the extent that this would be contrary to our commercial risk appetite or where performance would be impracticable including because of bank policies restricting the processing of premiums, claims funds or fees related to such countries or related parties.

Please be aware that we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran- including because of significant difficulties in processing payments and other commercial and reputational considerations.

## Your premium payment obligations

Insurers require you to pay premium at or before the start date of each policy, or as otherwise specified under the policy terms. You must pay all monies due in cleared funds in accordance with the amounts and on or before the dates specified in our invoice(s). If you do not make payment within that period, insurers may cancel your policy and may also require that you pay a premium in relation to the time that you have been on risk. It is therefore very important that you meet all payment dates.

Where you have instructed us to obtain insurance on your behalf, to the extent that we are required to meet your premium payment obligations, we reserve the right to recover those monies from you.

### Use of Premium Finance Companies:

You may be able to pay premium payments by instalments through a credit scheme operated by a third party premium finance company

with the duty of fair presentation could mean that your policy of insurance is void or that insurers are not liable to pay all or part of your claim(s).

The above duty of disclosure is the applicable duty under the laws of England, Wales, Scotland and Northern Ireland. You may have different obligations if your policy of insurance is subject to a different law. As a minimum, we expect you to disclose your information in accordance with the duty set out above.

For certain types of insurance covers you may be required to complete and sign a proposal form or questionnaire. Take care to ensure that the information you provide is complete and accurate. Note that if you are aware of anything that you feel may be material to the proposed policy of insurance you should disclose it, even if there does not appear to be a question on the proposal form or

Please note that we do not recommend any particular credit provider. If you wish to pay premium by instalments, we are able to introduce you to credit providers (which may include a third party premium finance company or an insurer). There may be other credit providers (including insurers) able to offer better credit terms than those that made available to you by a party we have introduced you to.

Where you decide to enter into a credit scheme for the payment of premium, you will receive separate terms and conditions from the relevant premium finance company or insurer which will govern that arrangement. You agree that, in accordance with the terms of any such credit scheme or otherwise, we may instruct your insurer to cancel your policy if you are in default under the credit scheme and that any return premium or other payment due from the insurer may be applied to discharge your liability or liability we have assumed on your behalf under the credit scheme without further reference to you.

## Your policy documents

You will receive written terms and conditions of any insurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions (including as to the payment of premium) as any failure to comply with these terms may invalidate your cover.

The documents relating to your insurance will confirm the basis of the cover from the relevant insurer(s) and provide their details and if applicable, the insurer's agent. It is therefore important that you keep all of your policy documents in a safe place. It is our current practice to retain client information for at least six years or such other period required under relevant law or regulations.

## Making a claim

Your insurance policy will usually require you to notify all claims and/or circumstances that may give rise to a claim as soon as possible. If you are unsure whether a matter needs to be notified please contact us and we will endeavor to assist you.

Where we have agreed to handle claims on your behalf, we will do so fairly and promptly. If we receive claims payments for you, we will remit them to you as soon as reasonably practicable after receipt.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

We reserve the right to charge an additional or separate fee

or insurer. Please note that we can only pay premium to insurers on your behalf once we have cleared funds from you or the premium finance company.

We may act as agent of an insurer under a delegated underwriting authority and/or delegated claims settlement authority. In these instances, where we act as your agent for your insurance needs we will always act in your best interests when arranging your policy.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

We follow our own conflict management policies and procedures (for example, using information barriers). These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

## Complaints

We value our relationship with you and we welcome feedback on the service you receive from us. Please tell us if you are dissatisfied with part of our service so that we can improve our products or services. Our aim is that you should benefit from a high quality service using our experience and breadth of insurance broking expertise. We always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting your usual AJG representative by whatever means is convenient to you.

If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact:

Address: Complaints Management Team  
Spectrum Building 55 Blythswood Street Glasgow  
G2 7AT  
Email: [commercialcomplaintsuk@ajg.com](mailto:commercialcomplaintsuk@ajg.com)

We will acknowledge written complaints promptly. Our complaints procedure is available on request.

If you feel that we have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to refer your complaint to the Financial Ombudsman Service; this address is:

The Financial Ombudsman Service Exchange Tower  
London E14 9SR

Telephone: 0800 0234 567 (from landline)  
Telephone: 0300 123 9 123 (from mobile)

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

Website: <http://www.financial-ombudsman.org.uk>

Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to take legal action will not be affected.

## Other territories

Other territories may also offer complaints and dispute resolution arrangements that we are required to follow where we are held to be doing business there.

## Right of set-off



(based on the nature of the work and duration and agreed with you in advance) to negotiate a large or complex claim on your behalf.

## Conflicts of interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

We may arrange insurance for you through another company in the Arthur J. Gallagher group which acts on behalf of one or more insurers. An example may include a placement with a separate underwriting team within Arthur J. Gallagher Insurance Brokers Limited, Pen Underwriting Limited or Arthur J. Gallagher UK Limited.

In arranging an insurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that an Arthur J. Gallagher group company owes to the insurers that it represents.

## Intellectual property rights

We (or our licensors) will retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by us before or during the provision of services to you including systems, methodologies, software, know-how and working papers. We will also retain all ownership, title, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you. We grant you a royalty - free licence to use those materials, but only for the purposes for which they were created under this agreement and only for as long as this agreement remains in force.

## Termination

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate the services contemplated under this agreement by giving not less than 30 days' notice in writing to the other.

If our appointment as your broker is terminated or not renewed, we reserve the right to charge an additional or separate fee, agreed with you in advance, for any ongoing services performed from the date on which our appointment terminates. The terms of this agreement will continue to apply in relation to those ongoing services.

Notwithstanding anything else contained in this agreement, we are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of, or would expose us or our affiliates to fines, penalties or sanctions under, any laws, regulations or professional rules. In such circumstances, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

## Cancellation of your policy

Your insurance contract may include a cancellation clause. For more details, please refer to your insurer's policy documents. If you wish to cancel a policy please let us know. If your policy is cancelled, the insurer will determine any return premium in relation to policies placed by us.

Please see the section above 'How are we paid for our services?' in relation to our rights to payment of brokerage/commission and

If you are a business, we may at any time, without notice to you, set off any liability of yours to us against any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.

If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause will not limit or affect any other rights or remedies available to us under this agreement or otherwise..

## Third party rights

A person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term contained in this agreement.

## Circumstances outside of the parties' control

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable

## Unexpected acts or events

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable.

## Transfer of this agreement

Neither party can transfer their rights nor obligations under this agreement in whole or in part to anyone else, except that:

- a) we may transfer all or some of our rights and/or obligations to one or more other members of the Arthur J Gallagher group of companies; and

either party may transfer all or some of our rights and/or obligations to someone else with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

## Governing law and jurisdiction

The law of England and Wales will apply to this agreement

The parties irrevocably agree that the courts of England and Wales will have the necessary jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

fees in the event of policy termination.

## **Currency conversion**

We may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after the currency is converted, then any such payment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability. If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

## **Severability**

The invalidity, illegality or unenforceability of any of the provisions of this agreement will not affect the validity, legality or enforceability of the remaining provisions in this agreement.

## **Notices**

If notice is given to us under or in connection with this agreement, except as expressly provided in this agreement, it must be in writing and sent to our registered address. We are entitled to give you a notice under or in connection with this agreement at your registered address (if a company or limited liability partnership) or at your last known address (in any other case).

April 2025

## Earmarked Reserves

Account	Opening Balance	Net Transfers	Closing Balance
321 New Hall Berryfield Contingenc	4,400.00		4,400.00
326 B'hill Sf Capital	40,462.97	-1,755.00	38,707.97
328 Recr&Sport Facility Cntng	6,000.00		6,000.00
329 EMR Gen Highway/Footpath/L'ing	4,000.00		4,000.00
330 EMR Legal Fees	2,006.21	-1,447.50	558.71
332 EMR Community Projects	8,375.67	-5,000.00	3,375.67
333 Sandridge Solar Farm	46,796.39	2,122.62	48,919.01
<b>334 Election Cntng</b>	<b>13,233.00</b>		<b>13,233.00</b>
335 Staffing Cntng	463.34	10,000.00	10,463.34
336 Shaw Hall	4,400.00		4,400.00
337 Play Area Surf/Eqp Contingency	40,000.00	-20,000.00	20,000.00
338 Shurnhold Fields Capital	10,000.00		10,000.00
339 Replacemnt/Renewal Council As.	24,376.00		24,376.00
340 New General Contingency Reserv	20,987.68		20,987.68
341 Defib & Battery Repalcement	10,850.00		10,850.00
342 CIL	59,335.27	34,856.83	94,192.10
343 Sports field Annual sum	15,464.17		15,464.17
347 EMR Shurnhold Fields project	76,101.50	-1,831.22	74,270.28
353 EMR 10% sharing Pot with MMTc	30,529.46	40,785.31	71,314.77
354 EMR SSE Grant for MCS	8,021.00	-932.86	7,088.14
355 EMR B'hill Sports Field improv	0.00	10,361.00	10,361.00
356 Davey Play Area Maintenance	0.00	64,763.52	64,763.52
357 EMR BYF V Hall Public Art	0.00	3,800.00	3,800.00
	<b>425,802.66</b>	<b>135,722.70</b>	<b>561,525.36</b>

Melksham Without Parsih Council  
First Floor  
Melksham Community Campus  
Market Place  
Melksham  
SN12 6ES



**Melksham Town Council**

Town Hall  
Melksham  
Wiltshire  
SN12 6ES

**Phone:** 01225 704187

**Vat Reg Number:** 771 5195 17

**Invoice No:** TH159

**Invoice Date:** 30/04/2025

**Customer Ord No:**

**TOWN HALL MISC**

Item Description	Disc %	Qty	Qty Unit	Unit Price	Total Price	VAT	%
Grants		1	Each	2,000.00	2,000.00	0.00	0%
Christmas Light Switch On grant							

**Payment Due:** 30/04/2025

<b>Net</b>	2,000.00
<b>VAT</b>	0.00
<b>Gross</b>	2,000.00

BACS - Unity Bank. Sort code - 60-83-01. Account - 20448804.