Policy Wording

Travel Office

Touchstone
Underwriting

Insured by

Travel Office

Underwritten and arranged by

Touchstone Underwriting

THIS POLICY IS A CONTRACT BETWEEN YOU AND US ADMINISTERED BY TOUCHSTONE UNDERWRITING ON OUR BEHALF.

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS THE POLICYHOLDER'S REQUIREMENTS. IF IT DOES NOT MEET THE POLICYHOLDER'S REQUIREMENTS THE INSURANCE ADVISER NEEDS TO BE CONTACTED AS SOON AS PRACTICABLY POSSIBLE..

This Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Company will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and the Company shall agree to accept the Premium

Statement of Fact shall mean the document setting out information provided by the Policyholder or their representative as being relevant to the cover applied for and assumptions the Company has made about factual circumstances relevant to the cover and which are confirmed by the Policyholder as true and correct

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Claim Notification

Conditions that apply to this policy in the event of a claim are set out in the Claims Conditions pages of this policy. It is important that You comply with all policy conditions and You should familiarise yourself with their requirements.

Directions for claim notification are included in the Claims Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as practicably possible.

In the first instance You should contact Your nominated/appointed Insurance Advisor/Broker You should provide:

- Your name, address and contact phone number(s)
- Policy number
- The date of the incident
- The cause of the loss or damage
- Address where the loss took place together with an estimated claim value if available
- If the claim involves personal injury, the names and addresses of the parties involved including details of injuries and names and addresses of any witnesses (if known)

Your Insurance Advisor/Broker will then forward the claim details on to Touchstone Underwriting Limited and the Company

24/7 Emergency Hours Crisis Line - 07825 601811

General Conditions

1 **Information the Policyholder Has Given to the Company**

In deciding to accept this policy and in setting the terms including premium the Company has relied on the information which the Policyholder has provided to the Company.

The Policyholder must take care when answering any questions the Company asked by ensuring that any information provided is accurate and complete.

If the Company establish that the Policyholder deliberately or recklessly provided the Company with untrue or misleading information the Company will have the right to:

(a) treat this policy as if it never existed;
(b) decline all claims; and
(c) retain the premium.

If the Company establish that the Policyholder carelessly provided the Company with untrue or misleading information the Company will have the right to:

(i) treat this policy as if it never existed, refuse to pay any claim and return the premium the Policyholder has paid, if the Company would not have provided the Policyholder with cover;
(ii) treat this policy as if it had been entered into on different terms from those agreed, if the Company would have provided the Policyholder with cover on different terms;
(iii) reduce the amount the Company pays on any claim in the proportion that the premium the Policyholder has paid bears to the premium the Company would have charged the Policyholder, if the Company would have charged the Policyholder more.

The Company will notify the Policyholder in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, the Company will have the right to:

(1) give the Policyholder notice that the Company is terminating this policy; or
(2) give the Policyholder notice that the Company will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case the Policyholder may then give the Company notice that the Policyholder is terminating this policy;

In accordance with the Cancellation and Cooling-Off Period Provisions.

2 **Observance of terms**
It is a requirement of this policy that liability of the company is conditional upon observance of the terms of this policy relating to anything to be done or complied with by the policyholder (except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees) this shall include any requirements described in this policy or any clause attaching to and forming part of this policy as an important condition to any liability of the company

3 **Reasonable precautions**
The Policyholder at his own expense shall

A) take all practicable steps to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this policy and to maintain all buildings furnishings ways works machinery plant caravans and vehicles in sound condition

B) exercise care in the selection and supervision of employees

C) as soon as practicably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require

4 **Change in Circumstances**
Policyholder must tell the Company as soon as practicably possible of any change in the information the Policyholder have provided to the Company which happens before or during any Period of Insurance.

When the Company is notified of a change or planned structural works the Company will tell the Policyholder if this affects its policy. For example the Company may cancel its policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of its policy or require the Policyholder to pay more for its insurance. If the Policyholder do not inform the Company about a change or planned structural works it may affect any claim the Policyholder makes or could result in its insurance being invalid.

5 Alterations
This policy shall be avoided if

A) the business be wound up or carried on by a liquidator or receiver or permanently discontinued and there shall be no return of premium for early cancellation or

B) the policyholder's interest cease otherwise than by death or

at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the company

6 **Premium adjustment**
If any part of the premium or renewal premium is based on estimates provided by the policyholder the policyholder shall keep an accurate record containing all relevant particulars and shall allow the company to inspect such record the policyholder shall within one month after the expiry of each Period of Insurance provide such information as the company may require the premium shall then be adjusted and the difference paid by or allowed to the policyholder

7 **Cancellation and Cooling-Off Provisions**

The Policyholder's right to Cancel during the Cooling-Off Period
The Policyholder can cancel this policy by notifying the Company in writing, by email or by telephone within fourteen (14) days of either:

(i) the date the Policyholder receives this policy; or
(ii) the start of the Policyholders Period of Insurance;

whichever is the later.

A full refund of any premium paid will be made unless the Policyholder has made a claim in which case the full annual premium is due.

The Policyholder's right to Cancel after the Cooling-Off Period

The Policyholder can cancel this policy after the cooling-off period by notifying the Company in writing, by email or by telephone. Any return of premium due to the Policyholder will be calculated at a proportional daily rate depending on how long the policy has been in force unless the Policyholder has made a claim in which case the full annual premium is due. Touchstone Underwriting may charge you with administrative fee of up to 25£.

The Company's right to Cancel

The Company can cancel this policy, if there is a valid reason to do so, including for example:

(i) any failure by the Policyholder to pay the premium; or
(ii) a change in risk which means the Company can no longer provide the Policyholder with insurance cover; or
(iii) non-cooperation or failure to supply any information or documentation the Company requests, such as details of a claim;

By giving the Policyholder fourteen (14) days' notice in writing. Any return of premium due to you will be calculated at a proportional daily rate depending on how long the policy has been in force unless the Policyholder has made a claim in which case the full annual premium is due.

8 **The Company's Liability**

All the sums insured limits of liability and any other restrictions on the amount of the company's liability stated in this policy will apply as maximum limits to the company's liability irrespective of the number of persons entitled to cover under this policy

For the purposes of the sums insured limits of liability and other restrictions on the amount of the company's liability the policyholder and all other persons entitled to cover under this policy shall be treated as one party or legal entity so that there will be only a single contract of insurance between the company as one party and the policyholder and all other persons entitled to cover as the other party

9 **Law applicable**

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws unless the parties agree otherwise in writing the company has agreed with the policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the policyholder is based or if the policyholder is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the policyholder is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the policyholder is based or if the policyholder is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the policyholder is based

10 **Fraud**

If the Policyholder, or anyone acting for the Policyholder, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, the Company:

(a) will not be liable to pay the claim; and
(b) may recover from the Policyholder any sums paid by the Company to the Policyholder in respect of the claim; and
(c) may by notice to the Policyholder treat this Policy as having been terminated with effect from the time of the fraudulent act.

If the Company exercised its right under (c) above:

(i) the Company shall not be liable to the Policyholder in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Company's liability under this Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and

(ii) the Company needs not return any of the premium paid

11 **Third Party Rights**

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

12 **Sanctions**

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

13 **Renewal Procedure**

Prior to Renewal Date each year the Company will request the Policyholder to complete a renewal declaration form or review a statement of facts

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Policyholder

Failure to submit a renewal declaration form prior to renewal (if requested may cause this insurance to be lapsed from the Renewal Date

14 **USA or Canada Costs Inclusive Limit of Liability**

Despite anything contained in this Policy to the contrary it is that in respect of claim(s) made against the Policyholder in the United States of America and or Canada arising out of the Policyholder's legal liability any costs fees and expenses incurred with the Company's prior consent in the investigation defence or settlement of any claim made against the Policyholder and the costs of representation at any inquest inquiry or other proceeding which have direct relevance to any claim made or which might be made against the Policyholder in the United States of America and or Canada shall be included in the Limit of Liability stated in The Schedule

Interpretations

In this Policy the singular includes the plural and vice versa. The male gender includes the female and neutral genders. Person includes bodies corporate.

References to any Act or law include any rule, order, regulation or other similar instrument made thereunder and shall include any amendment, replacement, consolidation or re-enactment of such Act or law.

Any Legal references within this Policy shall include any equivalent legal provision in the jurisdiction of ordinary residence of the insured or location of the risk insured provided that such jurisdiction falls within the territorial scope of this Policy.

The use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation. Any sentence commencing with the term "including" or "includes" or any similar expression is intended to be construed as illustrative and not as exhaustive

General Definitions

Wherever the following words appear in capital, they will have the meanings shown (not applicable to Section 10 Directors and Officers Insurance)

Policyholder/You/Your
The person(s) or Company named as such in the Schedule or their successor in title, and any mortgagee or lessor whose interest is noted on the Schedule

The Company/We/Us/Our
XL Catlin Insurance Company UK Limited

Schedule
The document showing an outline of the cover provided under your policy showing details of the Policyholder, relevant limits, applicable excesses and sums insured.

Period of Insurance
The time for which this insurance is in place as shown in the Schedule.

GENERAL EXCLUSION

This Exclusion applies to all policy sections **except Section 4 Employers Liability**

CORONAVIRUS ABSOLUTE EXCLUSION
Despite any other provision, no cover is provided under this policy for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-cov-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

I. Any fear or threat (whether actual or perceived) of; or

Ii. Any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-cov-2), or any mutation or variation thereof.

Claims Conditions

1 **Action by the Policyholder**
On the discovery of any circumstance or Event which may give rise to a claim under this Policy the Policyholder shall

A) notify the Company as soon as practicably possible

B) give as soon as practicably possible notice to the Police Authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy

C) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss

D) as soon as practicably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require

E) as soon as practicably possible (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or Event or of the expiry of the Period of Insurance or such further time as the Company may allow at his own expense deliver to the Company

1) full information in writing of the claim

2) details of any other insurance relating to the claim

3) all such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Policyholder's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details

4) if demanded a statutory declaration of the truth of the claim and of any matter connected with it

In relation to Liability Insurance every letter claim writ summons and process in connection with the Event shall be forwarded to the Company on receipt the Policyholder shall also give the Company written notice as soon as practicably possible the Policyholder has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this Policy

If the Policyholder does not comply with the above conditions it may impact its ability to make a claim under this Policy.

2 **Rights of the Company**
A) On the happening of any loss destruction or damage in respect of which a claim is or may be made under this Policy the Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any Conditions of this Policy enter take or keep possession of the building or premises where the loss destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner this Condition shall be evidence of the leave and licence of the Policyholder to the Company so to do. In the event of breach any of the above conditions, the Company shall have no liability under this Policy, unless the Policyholder show that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

B) No admission offer promise payment or cover shall be made or given by or on behalf of the Policyholder without the written consent of the Company which shall be entitled to take over and conduct in the name of the Policyholder the defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Policyholder shall give all such assistance as the Company may require

4 **Rights of Recovery**
The Policyholder shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company reimburse the Policyholder

The Company shall not enforce any rights against any Company being Parent of or Subsidiary to the Policyholder or any Company which is a Subsidiary of a Parent Company of which the Policyholder are themselves a Subsidiary in each case within the meaning of Sections 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986

5 **Contribution**
Not applicable to Money Personal Accident and Personal Injury (Robbery) Insurance

If at the time of any claim there is any other insurance covering the Policyholder's interest in the property lost destroyed or damaged or the same legal liability the Company's liability under this Policy shall be limited to its rateable proportion of such claim

If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner

If any other insurance effected by or on behalf of the Policyholder is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property

6 **Arbitration**
Not applicable to Liability Personal Accident Personal Injury (Robbery)

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force.

7 **Breakage of Glass and Sanitary Earthenware Damage to Neon Signs Electric Light Fitments**
Application only to Glass Breakage Damage to Neon and Illuminated Signs Electric Light Fitments and Sanitary Earthenware Insurance

Despite Claims Condition (2A) of this Policy in the event of any breakage loss or damage the Policyholder shall give as soon as practicably possible telephone notice to the Company. If such breakage relates to stained glass the Company shall only be liable for the cost of repairing the broken glass by stained glass artists of recognised repute and standing and shall not pay any loss arising from alleged inferior artistic merit

8 **Evidence Required**
Applicable only to Personal Accident and Personal Injury (Robbery) Insurance

All certificates information and evidence required by the Company shall be furnished free of expense to and in the form requested by the Company the Insured Person shall as often as reasonably required submit to medical examination on behalf of and at the Company's expense in connection with any claim

The Policyholder's or the Policyholder's personal representative's receipt shall discharge the Company the Insured Person or the Insured Person's personal representative shall have no right to claim from or sue the Company if the Policyholder comprises more than one party having an interest in the Insured Person the Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this insurance

9 **Other Insurances (Applicable only to Fidelity Insurance)**
If at the time any claim arises under this Policy there be any other insurance fund reimburse or guarantee covering the same loss the Company shall not be liable except to the extent of any excess beyond the amount payable under such other insurance guarantee or reimbursement had this Policy not been effected

10 **Deduction from Loss**
Applicable only to Fidelity Insurance

All monies belonging to or the entitlement of the Employee in respect of whom a claim is made in the hands of the Policyholder shall insofar as legally permissible be deducted from the amount of the loss before a claim is made under this Policy

11 **Recoveries**
Applicable only to Fidelity Insurance

Any recoveries made by either the Policyholder or the Company on account of such loss shall be applied in the following order

A) to reimburse the Policyholder in full for that part (if any) of the loss which exceeds the Limits of Liability (disregarding the amount of any Policyholder's Contribution applicable)

B) to reimburse the Company if payment has already been made or if not to reduce that part of the loss for which the Company is responsible under this insurance

C) finally to reduce that part of the loss for which the Policyholder is responsible by virtue of any Policyholder's Contribution under this Policy or for which other insurers under any other policy of insurance of which this Policy is in excess

12 **Valuation**
Applicable only to Fidelity Insurance

In the case of Securities the Company shall not be liable for more than the actual cash value of the Securities at the close of business on the business day immediately preceding the day on which the loss was Discovered or for more than the actual cost of replacing the Securities whichever is the less

Section 1 Property Damage Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

Definitions of Property

Ancillary Equipment
Shall mean ancillary equipment solely for use with the Computer Equipment comprising air conditioning generating voltage regulating temperature and humidity recording electronic access and heat and smoke detection equipment Halon and other fire extinguishing gas bottles and pipework and computer room partitioning owned by or leased hired or rented to the Policyholder

Buildings
Shall mean:
A) buildings (being built mainly of brick stone concrete or other non-combustible materials unless otherwise stated in the Schedule)

B) landlord's fixtures and fittings in and on the buildings

C) small outside buildings extensions annexes gangways

D) walls gates and fences

E) telephone gas and water mains electrical instruments meters piping cabling and the like and the accessories thereon extending from the buildings to the perimeter of the Premises or to the public mains (including those underground)

Business Premises
Shall mean that part of the Premises occupied by the Policyholder for the purpose of the Business described in the Schedule

Computer Equipment
Shall mean all computer equipment including interconnecting wiring fixed disks and telecommunications equipment used for the storage and communication of electronically processed data owned by or leased hired or rented to the Policyholder

Computer Systems Records
Shall mean all current and backup computer records (excluding fixed disks and paper records of any description) incorporating information represented or stored electronically including for example code or series of instructions operating systems software programs and firmware

Deeds and Documents
Shall mean deeds wills agreements plans manuscripts business books written or printed books and documents of any nature letters certificates microfilm and microfiche but excluding negotiable securities Money and stamps

Designation of Property
Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the Policyholder's books

General Contents
Shall mean
A) machinery plant fixtures fittings and other trade equipment

B) all Office Machines and other contents excluding

Computer and Ancillary Equipment
Computer Systems Records
Money and securities of any description
Transparencies Deeds and Documents

C) patterns models moulds plans and designs

D) in so far as they are not otherwise insured

i. directors' partners' and employees' personal effects including clothing pedal cycles tools instruments and the like for an amount not exceeding £500 per person

but any cover granted under this insurance for Damage by Theft shall not apply to

ii. personal effects partly or wholly of precious metal jewellery watches furs contact lenses portable electronic entertainment equipment cameras Money and securities of any description

E) wines spirits cigarettes and tobacco held for entertainment purposes

F) promotional materials leaflets and the like

G) travel agents brochures

H) to the extent that they are not otherwise insured motor vehicles motor chassis and their contents

I) satellite dishes

J) curios pictures and other works of art (including any limited edition reproductions thereof) stamp collections articles of precious metal jewellery or furs up to a limit of £1,000 in all

K) Glass Sanitary Earthenware neon and illuminated signs and electric light fitments

Glass
Shall mean
A) normal flat annealed glass including lettering thereon
B) toughened and laminated glass including lettering thereon
C) mirrors
D) bent tinted stained or fired glass
E) decoration or protective film or alarm foil on glass

Money
Shall mean cash bank notes currency notes cheques bankers' drafts postal orders money orders current postage stamps and revenue stamps National Insurance stamps National Savings stamps and certificates holiday savings stamps luncheon vouchers credit company sales vouchers VAT purchase invoices Premium Bonds bills of exchange giro cheques and drafts gift tokens trading stamps unused units of franking machines consumer redemption vouchers and credit cards. Money shall not include data.

Office Machines
Shall mean typewriters duplicators photocopying machines calculators accounting machines telephone installations public address systems dictating equipment postal and franking machines and similar office equipment belonging to the Policyholder or for which they are responsible

Property Insured
Shall mean
A) Buildings
B) General Contents
C) Other property or interests

at the Premises including within the open yards forming part of the Premises (subject to any specific exclusions) all as defined below or more fully described in the Schedule and all being the property of the Policyholder or for which they are responsible but excluding

1) property which is more specifically insured
2) unless specifically notified to and accepted by the Company as insured
   i. land roads pavements piers jetties bridges culverts or excavations
   ii. livestock growing crops or trees

Sanitary Earthenware
Shall mean sanitary ware of every description

Terrorism
Shall mean any act including for example the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention toinfluence any government or any international governmental organisation or put the public or any section of the public in fear.

Tenant's Improvements
Shall mean all tenant's improvements alterations additions and decorations belonging to the Policyholder or for which they are responsible

Transparencies
Shall mean transparencies film negatives and video tapes

Wear and Tear
Shall mean a reduction in through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time

Insuring Clause

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Policyholder the amount of loss or at its option reinstate or replace such property provided that the Company's liability in any one Period of Insurance shall not exceed in the whole the Total Sum Insured or in respect of any item its Sum Insured or any other stated Limit of Liability

For the purpose of this insurance **Damage** shall mean loss destruction or damage

Covers

The following are the Covers insured except as otherwise stated in the Schedule

1. A **Fire** excluding Damage
   1) by explosion resulting from fire
   2) to property caused by its undergoing any process involving the application of heat

   B **Explosion** excluding Damage
   1) caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only
   2) to any vessel machine or apparatus or its contents resulting from the explosion thereof

   but this shall not exclude Damage caused by explosion of any boiler or gas used for domestic purposes only

   C **Lightning**

   D **Aircraft** or other aerial devices or articles dropped therefrom

2. **Earthquake** excluding Damage caused by fire

3. **Riot civil commotion** strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding Damage
   1) arising from nationalisation confiscation requisition or destruction by order of the government or any public authority
   2) arising from cessation of work
   3) A) in the course of theft or attempted theft
      B) In respect of any building which is empty or not in use
   4) directly caused by malicious persons not acting on behalf of or in connection with any political organisation

4. **Storm or flood** excluding Damage
   1) attributable solely to change in the water table level
   2) caused by frost subsidence ground heave or landslip
   3) to fences gates and moveable property in the open

5. **Escape of water** from any tank apparatus or pipe excluding Damage
   1) by water discharged or leaking from an automatic sprinkler installation
   2) in respect of any building which is empty or not in use

6. **Impact** by any road vehicle (including any fork lift truck or other industrial vehicle) or animal

7. **Accidental escape of water** from any automatic sprinkler installation excluding Damage
   1) by freezing in any building which is empty or not in use
   2) by heat caused by fire

8. **Theft** (which is considered to include attempted theft) excluding Damage
   1) from any part of the building not occupied by the Policyholder for the purpose of the Business
   2) from the open or from any outbuilding
   3) expedited or in any way brought about by the Policyholder or any director partner or employee of the Policyholder
   4) due to a person obtaining any property by deception
   5) to lead forming part of the exterior of the Premises
   6) to Money and securities of any description
   7) to Glass if more specifically insured
   8) due to disappearance unexplained or inventory shortage

9. **Subsidence ground heave** or **landslip** excluding Damage
   1) arising from the settlement or movement of made-up ground or by coastal or river erosion
   2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises
   3) arising from normal settlement or bedding down of new structures
   4) commencing prior to the granting of cover under this insurance

10. **Any other Accident** excluding Damage
    1) by any of
       A) the Covers
       B) the causes expressly excluded from the Covers specified in paragraphs 1-9 or 11 (whether or not insured)

    2) to any property caused by
       A) its own faulty or defective design or materials
       B) inherent vice latent defect gradual deterioration Wear and Tear
       C) faulty or defective workmanship operational error or omission on the part of the Policyholder or any of their employees

       but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded

    3) caused by
       A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
       B) change in temperature colour flavour texture or finish
       C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
       D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

       but this shall not exclude
       1) such Damage which itself results from other Damage and is not otherwise excluded
       2) subsequent Damage which itself results from a cause not otherwise excluded

    4) caused by
       A) pollution or contamination
       B) acts of fraud or dishonesty
       C) disappearance unexplained or inventory shortage misfiling or misplacing of information

    5) to
       A) a building or structure caused by its own collapse or cracking
       B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
       C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

    6) to
       A) Money and securities of any description
       B) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
       C) 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

11. A) **Accidental breakage of fixed Glass** by fracture extending through its entire thickness
    B) **Damage to neon and illuminated signs** and electric light fitments
    C) **Accidental breakage of fixed Sanitary Earthenware**
    D) **Damage by impact or falling glass** to
       1) the framework and fittings of the ground floor frontage
       2) goods on display in windows

       including Glass and Sanitary Earthenware in any part of the Buildings at the Premises otherwise occupied by the Policyholder as a private dwelling provided that such Glass and Sanitary Earthenware are not otherwise insured

       excluding
       1) breakage or Damage
          A) consequent upon alterations to the framework or position of any Glass or neon and illuminated signs and electric light fitments or Sanitary Earthenware
          B) consequent upon settlement or expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion of the buildings
          C) while the Premises are empty or not in use
          D) existing prior to the commencement of this insurance and not subsequently replaced
          E) in respect of neon and illuminated signs and electric light fitments
             1) occasioned by or traceable to Wear and Tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempt thereat
             2) of bulbs or tubes unless consequent upon Damage to signs or fitments
       2) any consequence of fire or explosion if more specifically insured

       Provided that the liability of the Company in respect of
       1) Damage by impact or falling glass to the framework and fittings of the ground floor frontage or goods on display in windows shall not exceed £500 any one loss
       2) breakage or Damage to

A) Glass which is bent tinted stained or fired or incorporated in multiple glazed units (other than double glazing units)
B) decoration or protective film or alarm foil on glass shall not exceed £1,000 in any one Period of Insurance unless to comply with the quality recommended in the British Standard Code of Practice BS 6262: 1982

12. **Specified Items**: **"All Risks"** insurance if shown as insured in the Schedule

Damage by any cause excluding Damage caused by

A) Wear and Tear moth vermin atmospheric or climatic conditions or any gradually operating cause
B) alterations maintenance repairs or any process of cleaning or restoring
C) delay confiscation or detention by order of any Government or Public Authority
D) counterfeit substitute or foreign coins
E) mechanical or electrical breakdown or derangement
F) breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as the result of Damage to such property
G) the contents of machines unless such contents are shown in the Schedule
H) depreciation contamination consequential loss or consequential damage of any kind or description
I) Damage consequent upon any person obtaining any property by deception

Policyholder's Contribution/Excess
This insurance does not cover the Policyholder's Contribution/Excess (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the Policyholder at each separate Premises as ascertained after the application of all terms and Conditions of the insurance including the Underinsurance Provision

A)	Cover 9 (Subsidence) if insured	£1,000
B)	All other Covers	£ 100

Exclusions

This insurance does not cover

A) **Marine Policies**
Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

B) **Sonic Bangs**
Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

C) **War and Allied Risks**
Damage occasioned by
1) riot or civil commotion except to the extent that it is specifically insured
2) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

D) **Pollution and Contamination**
Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by

1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
2) any Cover insured (other than Cover 10) which itself results from pollution or contamination

E) **Radioactive Contamination**
Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any liability or loss directly or indirectly caused by or contributed to by or arising from

1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

F) **Terrorism**
Damage occasioned by or happening through or in consequence directly or indirectly of
A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
and
B) in Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism

In Great Britain and Northern Ireland Terrorism means

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

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland

G) **Cyber**
Damage caused directly or indirectly by malicious or non-malicious electronic data activity.
Except Damage to Property Insured caused by Cover 1A or 1B (unless stated as not covered in the schedule) directly or indirectly caused by malicious or non-malicious electronic data activity

Definitions

Data shall mean information represented or stored electronically including for example code or series of instructions operating systems software programs and firmware

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholder's Business activities

System shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly includes integrated circuits and microcontrollers

Virus shall mean programming code designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD- ROMs or otherwise and whether involving self replication or not

The Insurance Provided

In respect of Buildings Tenant's Improvements and General Contents and Specified Equipment (other than motor vehicles directors' partners' and employees' personal effects)

The Company will pay

A) the **cost of reinstatement** being

1) where the property is destroyed the cost of rebuilding or in the case of General Contents and Specified Equipment the cost of its replacement by similar property
2) where the property is damaged the cost of repairing or restoring the damaged portions

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

B) **the cost of complying with Public Authorities' requirements** being such additional cost of reinstatement of the property as may be incurred with the Company's consent in complying with applicable legislation or Building Regulations or local authority or other statutory requirements first imposed upon the Policyholder following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow

C) **the cost of removing debris** being the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses

1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
2) arising from pollution or contamination of property not insured by this Policy

D) **the cost of professional fees** being those incurred in the reinstatement of the property but not for preparing any claims

The undernoted provisions apply

1) **Public Authorities' Requirements**

The Company shall not be liable in respect of cost B for
A) requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance)
B) any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the legislation regulations or requirements referred to

2) **Partial Damage**
Where Damage occurs to only part of the property the Company's liability shall not exceed the amount which the Company would have been liable to pay had the property been wholly destroyed

3) **Reinstatement on Another Site**
The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the Policyholder provided that it does not increase the Company's liability

4) **Insurable Amount**
For the purpose of the Underinsurance Provision the Insurable Amount shall be the Day One Reinstatement Value

Day One Reinstatement Value shall mean the total of the insured costs A B C and D in reinstating the Property Insured to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance

5) **Alternative Basis of Settlement**
The Company's liability shall be limited to the Alternative Basis of Settlement (as defined below)
A) until the cost of reinstatement has actually been incurred
B) if the work of reinstatement is not carried out as quickly as is practicably possible
C) if at the time of its Damage the property is covered by any other insurance effected by or on behalf of the Policyholder and such other insurance is not on the identical basis of reinstatement defined in cost A
D) if in the Schedule it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the Company will pay the value of the property at the time of its destruction or the amount of the damage including the cost of
1) complying with Public Authorities' requirements
2) removing debris
3) professional fees

as defined in costs B C and D above and subject to the provisions and exceptions applying to those costs

For the purpose of the Underinsurance Provision the Insurable Amount shall be the total of the value at the time of the Damage of the Property Insured by the item and the additional costs B C and D

E) **Trace & Access**
In the event of Damage resulting from escape of water or oil (if insured hereby) but excluding additional metered water charges the Company will pay
1) the cost incurred in locating the source of such Damage and subsequently making good
2) the cost of repairing or replacing tanks apparatus pipes or appliances which have been damaged by freezing
Provided that the Company's liability does not exceed £10,000 any one claim

In respect of **Deeds Documents and Transparencies**

the Company will pay
A) the value of the materials as stationery
B) the clerical labour expended in writing up or reproducing such property
C) the costs incurred in connection with the reproduction of any information to be recorded
but excluding the value to the Policyholder of the information

D) the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
2) arising from pollution or contamination of property not insured by this Policy

The undernoted provisions apply

1) **Insurable Amount**
For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of Damage of the Property Insured by the item

2) **Limit of Liability**
No Transparency will be considered to be of greater value than £1,000

In respect of **Rent of Buildings which suffer Damage**

the Company will pay

A) if the loss relates to rent receivable by the Policyholder
the actual reduction in rent received solely in consequence of the Damage
B) if the loss relates to rent payable by the Policyholder
the amount of rent which continues to be payable by the Policyholder in respect of the Building or portions of the Building whilst unfit for occupation in consequence of the Damage

but the Company's liability shall be limited to the loss suffered within the period of rent insured (as specified in the Schedule) which commences from the date of the Damage

The undernoted provision applies

Insurable Amount
For the purpose of the Underinsurance Provision the Insurable Amount shall be the annual rent receivable (or in the case of B) above the annual rent payable) at the commencement of the Period of Insurance such amount to be proportionately increased to correspond with the period of rent insured where that period exceeds twelve months

In respect of insured property not specifically provided for
the Company will pay

A) the value of the property at the time of its destruction or the amount of the damage
B) the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
2) arising from pollution or contamination of property not insured by this Policy

The undernoted provision applies

General Provisions applicable to all items

Underinsurance
If at the time of the Damage the Declared Value by any item or where a Declared Value is not shown the Sum Insured by any item is less than the Insurable Amount the Policyholder shall be considered as being its own insurer for the difference and shall bear a rateable share of the loss accordingly.
Insurable Amount
For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of Damage of the Property Insured by the item

Declared Value
shall mean the base value shown in brackets below the Sum Insured such value excluding any provision for inflation but if the loss is settled under the Alternative Basis of Settlement the Declared Value shall be 115% of the base value shown or if no base value is shown it shall be considered to be the Sum Insured

Reinstatement by the Company
The Company may at its own option reinstate or replace any property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner

The Policyholder shall at their own expense produce and provide the Company with all such plans documents books and information as the Company may reasonably require

Extinguishment Expenses
The Company will pay the costs incurred by the Policyholder in refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured Damage to the Property Insured

Theft Cover Extension
Any cover granted under this insurance in respect of Theft includes

A) the cost of repairing Damage to the Buildings (whether or not the Buildings are insured hereunder) if the Policyholder is responsible for the repairs and the Damage is not otherwise insured
B) the expenses (not exceeding £1,000) incurred in necessarily replacing locks to the Buildings or safes or strongrooms therein consequent upon Theft (as insured) of such keys from the Buildings or from the residence of any of the authorised keyholding directors partners or employees of the Policyholder

Omissions Extension
In the event of any claim being made against the Policyholder in respect of any alleged omission or neglect to send any Deeds or Documents by recorded delivery or registered post the company will reimburse the Policyholder against liability at law for damages and claimants' costs and expenses in respect of such claim up to £10,000 in total together with all costs and expenses incurred with the Company's written consent

Memoranda

Property Removed from the Premises
Subject to all the provisions and Exclusions the cover granted by this insurance is extended to apply to the undernoted Property Insured whilst removed from the Premises as indicated below except that

1) the insurance applies only in so far as the property is not otherwise insured
2) any cover granted in respect of Damage by Theft shall not apply in respect of theft from any unattended vehicle unless the property is contained in the locked boot or glove compartment and all points of access to the vehicle are locked or the vehicle is stolen at the same time
3) this extension applies only to Damage occurring anywhere in Europe except in respect of Specified Equipment when the extension applies worldwide
4) the Company's liability for any one loss shall not exceed the limit stated

	Property and Location	**Limit of Liability for any one loss**
A)	Deeds documents and Transparencies at any location and whilst in transit	£1,000 any one package
B)	Specified Equipment at any location and whilst in transit	The Sum Insured stated in the Schedule
C)	Other property (excluding property described above vehicles licensed for road use clothing and personal effects curios and other works of art stamp collections articles of precious metal jewellery and furs) whilst temporarily removed from the Premises or in transit	Up to 15% of the relative Sum Insured but in no case exceeding £250,000

Buildings Tenant's Improvements and General Contents - Alterations and Additions

If during the Period of Insurance
A) alterations or additions are made to any Buildings insured or
B) Buildings Tenant's Improvements or General Contents are acquired or constructed

at any Premises covered by this insurance or elsewhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man and such additional property is not otherwise insured it will be held covered under the relative terms of this insurance from the time from which the Policyholder became responsible for it until the next renewal of the insurance at which date specific insurance shall be effected

The Sum Insured (and Declared Value) by each item shall be considered to be increased for that period only by the value of the additional property insured under the item but by not more than 10% and subject to the Company's liability not exceeding £500,000 in respect of additional property at any one Premises

All the provisions and conditions of this insurance (including the Alterations Condition) apply to this extension except as expressly varied

Automatic Reinstatement after a loss
In the absence of written notice by the Policyholder or the Company to the contrary within 30 days of the occurrence of any Damage the Company's liability shall not be reduced by the amount of any loss and the Policyholder shall pay the appropriate additional premium for such automatic reinstatement of cover provided that in respect of Damage by Theft (if insured) the automatic reinstatement shall apply on the first occasion only in each Period of Insurance

Transfer of Interest
If at the time of any insured Damage to any Building insured the Policyholder shall have contracted to sell their interest in the Building and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this insurance in respect of such Damage if and so far as the property is not otherwise insured by the purchaser or on the purchaser's behalf against such Damage without prejudice to the rights and liabilities of the Policyholder or the Company under this insurance up to the date of completion

Risk Protection Conditions

A) **Automatic Sprinkler and Fire Alarm Installations – Condition Precedent**
It is an important condition to any liability of the Company that if a reduced premium rate is allowed on account of such an installation or if the installation is required by the Company as a condition of cover or if the insurance covers Damage by the accidental escape of water from a sprinkler installation that the Policyholder shall

1) take all steps to
   A) prevent frost and other damage to the installations
   and in so far as it is their responsibility
   B) maintain the installations (including the automatic external alarm signal) in efficient working order
   C) maintain ready access to the water supply control facilities
2) in the event that changes repairs or alterations to the installations are proposed notify the Company in writing and obtain its prior agreement in writing
3) allow the Company access to the Premises at all reasonable times for the purpose of inspecting the installations
4) carry out the routine tests laid down by the Company and remedy promptly any defect revealed by a test

In the event that alterations or repairs become necessary to the automatic sprinkler installation the Company may at its option suspend any cover which is granted against Damage by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by the Company

Notice of any such action will be given by the Company in writing
In the event of breach any of the above conditions, the Company shall have no liability under this policy, unless the Policyholder shows that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

B **Fire Extinguishing Appliances**
The Policyholder shall maintain all fire extinguishing appliances in efficient working order

C **Security Precautions – Condition Precedent**
It is an important condition to the Company's liability for loss or damage that
A) in respect of any Intruder Alarm System required by the Company at the Premises
   1) the Intruder Alarm System is maintained in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by the Company in writing
   2) the Business Premises are not left unattended
      A) unless the Intruder Alarm System is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any Alarm Receiving Centre to which the Intruder Alarm System is connected has acknowledged the setting signal
      B) if police response to alarm calls has been withdrawn
   without the written agreement of the Company
   3) where the Intruder Alarm System is required or approved by the Company as a condition of cover it is installed in accordance with a specification agreed in writing by the Company
   4) no alteration to or substitution of
      A) any part of the Intruder Alarm System
      B) the procedures agreed by the Policyholder for police or any other response to any activation of or other warning signal pertaining to the Intruder Alarm System
      C) the maintenance contract
   shall be made without the written agreement of the Company
   5) no structural alteration of or changes in layout to the Premises that could affect operation of the Intruder Alarm System shall be made without the written agreement of the Company
   6) the Policyholder shall maintain secrecy of codes for operation of the Intruder Alarm System and shall not leave details of such codes at the Business Premises when the Business Premises are unattended
   7) the Policyholder shall appoint at least two Keyholders and shall record details of the Keyholders with the police and any Alarm Receiving Centre to which the Intruder Alarm System signals
   8) any change of Keyholder details shall be notified immediately to the police and any Alarm Receiving Centre to which the Intruder Alarm System signals
   9) 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 system is set a Keyholder shall attend and allow access to the Business Premises without delay
   10) in the event that the Policyholder receives any notification

A) from the police alarm installer or maintenance contractor or Alarm Receiving Centre that response to alarm signals or line interruptions from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
C) that the Intruder Alarm System cannot be returned to or maintained in full working order

the Policyholder shall advise the Company as soon as practicably possible and in any event not later than 10am on the Company's next working day and comply with any subsequent requirements stipulated by the Company

B) whenever the Business Premises are left unattended
1) all locks bolts and other protective devices are in full and effective operation
2) all keys (including those relating to any part of the Intruder Alarm System) are removed from the Business Premises

In the event of breach any of the above conditions, the Company shall have no liability under this policy, unless the Policyholder shows that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Definitions

Intruder Alarm System includes all lines and equipment used to transmit the signals to and from the Premises

Keyholder shall mean any person or keyholding company authorised by the Policyholder who is available at all times when the Intruder Alarm System is set to accept notification of faults or alarm signals or messages relating to the Intruder Alarm System

D) **Minimum Standards of Security**
(Applicable to any cover granted in respect of Damage by Theft)

It is an important condition to the Company's liability for Damage that the Policyholder shall have implemented the following security measures.

A) **Business Premises Security**

The final exit door of the Business Premises must be secured with one of the following:

1) for timber or steel framed doors a mortice deadlock which has 5 or more levers or conforms to British Standard BS3621

2) for aluminium or UPVC framed doors a cylinder operated mortice deadlock or deadlocking multi-point locking system with a minimum of three locking points
3) irrespective of the door construction a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar

B) All external doors and all internal doors giving access to any part of the buildings not occupied by the Policyholder for the purpose of the Business must be secured with either:

1) any of the locking arrangements specified in A) above according to the construction of the doors

or

2) two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door

C) Where any of the doors described in A) or B) above are of double leaf construction:

1) the first closing leaf must be secured with two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door

and

2) the final closing leaf must be secured with either:

(i) any of the locking arrangements specified in A) above according to the construction of the doors

or

(ii) two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door

D) All ground floor and basement opening windows including skylights and readily accessible opening windows including skylights on other floors must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security

Readily accessible windows are those that can be reached from the ground without the use of a ladder or via extension balconies downpipes external staircases and fire escapes canopies outbuildings garages walls nearby trees or roofs adjoining or next door premises

This requirement does not apply to windows including skylights which are protected by solid steel bars grilles locked gates shutters expanded metal or weld mesh
Any door or window designated as a fire exit following a fire risk assessment is excluded from these requirements. Fire exit doors and windows must be secured whenever the Business Premises are unoccupied by means of a device suitable for use in emergency escape situations

In the event of breach any of the above conditions, the Company shall have no liability under this policy, unless the Policyholder shows that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Portable electronic office equipment
Each item of electronic office equipment designed for mobile or portable use with a replacement value over £2500 must whenever the Business Premises are left unattended be secured in locked cupboards cabinets or security containers the keys to which have been removed from the Business Premises

Section 2 Business Interruption Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

Definitions

These terms shall have the same meanings as defined in Property Damage Insurance

Computer Equipment Ancillary Equipment Computer Systems Records Deeds and Documents Transparencies Office Machines

The following Notes refer to the Definitions stated below

1 To the extent that the Policyholder is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax

2 In the definitions of Estimated Gross Revenue Actual Gross Revenue and Insurable Amount the amount of Gross Revenue shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months

Indemnity Period
Shall mean the period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Maximum Indemnity Period (as shown in the Schedule)

Outstanding Debit Balances
Shall mean the total recorded under the provisions of Debit Recording adjusted for

A) bad debts

B) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to the credit accounts of the Business in the period between the date to which the last monthly record relates and the date of the Damage

and

C) any abnormal condition of trade which had or could have had a material effect on the Business

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred

Gross Revenue
Shall mean the difference between the sale price paid by the customer and the cost price to the Policyholder of services rendered in the course of the Business at the Premises and/or the net amount of commission due from principals for the sale of services purchased under an agency agreement.

Estimated Gross Revenue
Shall mean the amount declared by the Policyholder to the Company as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (subject to the provision of Note 2 above)

Actual Gross Revenue
Shall mean the Gross Revenue earned during the financial year most nearly concurrent with the Period of Insurance (subject to the provision of Note 2 above)

Standard Gross Revenue
Shall mean the Gross Revenue which would have been obtained during the Indemnity Period had the Damage not occurred after account has been taken of the trends of the Business and of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred (subject to the provision of Note 2 above)

Insurable Amount
Shall mean the Gross Revenue which would have been earned in the twelve months immediately following the date of the Damage had the Damage not occurred after account has been taken of the trends of the Business and of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred (subject to the provision of Note 2 above)

Covers

The following are the Covers insured except as otherwise stated in the Schedule

1 A **Fire** excluding Damage
1) by explosion resulting from fire
2) to property caused by its undergoing any process involving the application of heat

B **Explosion** excluding
1) Damage caused by the bursting of any vessel machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only
2) loss resulting from the Policyholder being deprived of the use of any vessel machine or apparatus or its contents as a result of the explosion thereof

but this shall not exclude explosion of
- any boiler used for domestic purposes only or of any other boiler or economiser on the Premises
- gas used for domestic purposes only

C **Lightning**

D **Aircraft or other aerial devices** or articles dropped therefrom

2 **Earthquake** excluding Damage caused by fire

3 **Riot civil commotion** strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding Damage
1) arising from nationalisation confiscation requisition or destruction by order of the government or any public authority
2) arising from cessation of work

4 **Storm** or flood excluding Damage
1) attributable solely to change in the water table level
2) caused by frost subsidence ground heave or landslip
3) to fences gates and moveable property in the open

5 **Escape of water** from any tank apparatus or pipe excluding Damage
1) by water discharged or leaking from an automatic sprinkler installation
2) in respect of any building which is empty or not in use

6 **Impact by any road vehicle** (including any fork lift truck or other industrial vehicle) or animal

7 **Accidental escape of water** from any automatic sprinkler installation excluding Damage
1) by freezing in any building which is empty or not in use
2) by heat caused by fire

8 **Theft** (which shall be deemed to include attempted theft) excluding Damage
1) from any part of the building not occupied by the Policyholder for the purpose of the Business
2) from the open or from any outbuilding
3) expedited or in anyway brought about by the Policyholder or any director partner or employee of the Policyholder
4) due to a person obtaining any property by deception
5) to lead forming part of the exterior of the Premises
6) due to disappearance unexplained or inventory shortage

9 **Subsidence ground heave** or **landslip** excluding Damage
1) arising from the settlement or movement of made-up ground or by coastal or river erosion
2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises
3) arising from normal settlement or bedding down of new structures
4) commencing prior to the granting of cover under this insurance

10 **Any other accident** excluding Damage
1) by any of
A) the Covers
B) the causes expressly excluded from the Covers specified in paragraphs 1-9 (whether or not insured)

2) to any property caused by
A) its own faulty or defective design or materials
B) inherent vice latent defect gradual deterioration wear and tear
C) faulty or defective workmanship operational error or omission on the part of the Policyholder or any of their employees
but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded

3) caused by
A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
B) change in temperature colour flavour texture or finish
C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
E) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services
but this shall not exclude
1) such Damage which itself results from other Damage and is not otherwise excluded
2) subsequent Damage which itself results from a cause not otherwise excluded

4) caused by
A) pollution or contamination
B) acts of fraud or dishonesty
C) disappearance unexplained or inventory shortage misfiling or misplacing of information

5) to
A) a building or structure caused by its own collapse or cracking
B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

6) to
A) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
B) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
C) land roads pavements piers jetties bridges culverts or excavations
D) livestock growing crops or trees

Exclusions

The Company **shall not be liable** for loss resulting from:

A) **War and Allied Risks**
Damage occasioned by
1) riot or civil commotion unless such Cover is specifically insured and then only to the extent stated
2) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

B) **Sonic Bangs**
Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

C) **Pollution and Contamination**
Pollution or contamination but this shall not exclude loss resulting from Damage (not otherwise excluded) caused by
1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
2) any Cover insured (other than Cover 10) which itself results from pollution or contamination

D) **Radioactive Contamination**
Damage occasioned by or happening through or occasioning loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any liability or loss directly or indirectly caused by or contributed to by or arising from
1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

E) **Terrorism**

Damage occasioned by or happening through or in consequence directly or indirectly of

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
and
B) in Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism

In Great Britain and Northern Ireland Terrorism means

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

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

a) influence any government or any international governmental organisation
or
b) put the public or any section of the public in fear

F) **Electronic Risk**

A) Damage to Data which shall include but shall not be limited to
   1) Damage to or corruption of Data whether in whole or in part
   2) unauthorised appropriation of use of access to or modification of Data
   3) unauthorised transmission of Data to any third parties
   4) Damage arising out of any misinterpretation use or misuse of Data
   5) Damage arising out of any operator error in respect of Data
B) Damage to the Property Insured arising directly or indirectly from
   1) the transmission or impact of any Virus
   2) unauthorised access to a System
   3) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication
   4) Failure of a System
   5) anything described in A) above

but in respect of B) 1) B) 2) B) 3) and B) 4) this shall not exclude subsequent Damage which itself results from any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission

Definitions

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholder's Business activities

System shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly includes integrated circuits and microcontrollers

Virus shall mean programming code designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not

The Insurance Provided

Item on Gross Revenue
Subject to the provisions below the Company will pay as indemnity –

A) **In respect of Loss of Gross Revenue**
the amount by which the Gross Revenue during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Revenue

B) **In respect of Increase in Cost of Working**
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage

but not exceeding the total of
- the amount of the reduction in Gross Revenue thereby avoided

plus
- 5% of the Sum Insured by the item (but not more than £250,000)

The following are the provisions referred to above

1 **Alternative Trading**
If during the Indemnity Period work shall be done or services rendered elsewhere than at the Premises for the benefit of the Business either by the Policyholder or by others on the Policyholder's behalf the money paid or payable in respect of work or services shall be taken into account in arriving at the Gross Revenue during the Indemnity Period

2 **Savings**
If any of the charges or expenses of the Business payable out of Gross Revenue shall cease or reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable

3 **Professional Accountants' Charges**
The Company will pay the reasonable charges payable by the Policyholder to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Policyholder's accounts

4 **Underinsurance**
If the Sum Insured is less than the Insurable Amount the amount payable shall be proportionately reduced

Item on Additional Cost of Working
Subject to the provision below the Company will pay as indemnity the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the Business during the Indemnity Period in consequence of the Damage

The following is the provision referred to above

Professional Accountants' Charges
The Company will pay the reasonable charges payable by the Policyholder to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Policyholder's accounts

Outstanding Debit Balances
Subject to the provisions below the Company will pay as indemnity

A) the difference between
1) the Outstanding Debit Balances
and
2) the total of the amounts received or traced in connection with such balances

B) the additional expenditure incurred with the consent of the Company in tracing and establishing customers' debit balances after the Damage

The following are the provisions referred to above

1 **Professional Accountants' Charges**
The Company will pay the reasonable charges payable by the Policyholder to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Policyholder's accounts

2 **Limit of Liability**
The Company's liability in any Period of Insurance shall not exceed in the whole the sum of £100,000 or any other Limit of Liability stated in the Schedule

3 **Damage to Computer and Ancillary Equipment and Computer Systems Records**
Exclusion F does not apply to the insurance provided in respect of Outstanding Debit Balances

Extensions

This Business Interruption insurance is extended to include loss as insured in consequence of

1 Damage by any of the Covers insured

A) **at any premises not occupied by the Policyholder** but used by them solely for storage purposes in Great Britain Northern Ireland the Channel Islands and the Isle of Man

B) to **Transparencies Deeds and Documents Office Machines** machinery plant accounting records other trade equipment and contents (but not motor vehicles Computers and Ancillary Equipment or Computer Systems Records) whilst temporarily removed from the Premises and in transit by road rail air or inland waterway to and from the Premises anywhere in Europe

provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed 10% of the total of the Sum Insured or £50,000 whichever is the less (unless otherwise stated in the Schedule)

2
A) **injury or illness** sustained by any customer or employee arising from or traceable to foreign or injurious matter in food or drink sold from the Premises
B) closing of the whole or part of the Premises by order of the Public Authority for the area in which the Premises are situate consequent upon **defects in the drains and other sanitary arrangements** at the Premises
C) **murder or suicide** occurring at the Premises
D) **vermin and pests** at the Premises
E) loss destruction or damage caused by any of the Covers to **property in the vicinity of the Premises** which prevents or hinders the use of the Premises or access thereto whether the Premises or the Policyholder's property therein shall be damaged or not but excluding Damage which

prevents or hinders the supply of electricity gas water or telecommunications services

provided that the Company's liability after the application of all other terms and Conditions of the Policy shall not exceed £50,000 or the Sum Insured by this insurance whichever is the lesser

3 Damage by any of the Covers insured to property at any generating station or substation of the **public electricity supply** undertaking land based premises of the **public gas supply** undertaking or of any natural gas producer linked directly therewith water works or pumping station of the public water supply undertaking from which the Policyholder obtains electricity gas or water shall be deemed to have resulted from Damage to property at the Premises

provided that the Company's liability after the application of all other terms and Conditions of the Policy shall not exceed £50,000 or the Sum Insured by this insurance whichever is the lesser

Memoranda

Payments on Account
Payments on account may be made during the Indemnity Period if desired

Automatic Reinstatement after a Loss (not applicable in respect of Outstanding Debit Balances)

In the absence of written notice by the Policyholder or the Company to the contrary the Company's liability shall not be reduced by the amount of any loss the Policyholder undertaking to pay the appropriate additional premium for such automatic reinstatement of cover

Debit Recording Warranty
The Policyholder shall maintain a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the Business at the end of each month and in the event of Damage giving rise to a claim shall supply that record to the Company

Section 3 Money Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

Item 1 Money

Interpretations

1 **Money** shall mean

A) cash bank notes currency notes uncrossed cheques (including travellers cheques but excluding pre-signed blank cheques) uncrossed bankers' drafts uncrossed postal orders uncrossed money orders current postage and revenue stamps National Insurance stamps (not fixed to cards) National Savings stamps bills of exchange luncheon vouchers consumer redemption vouchers Holiday with Pay stamps gift tokens trading stamps

B) crossed cheques (other than pre-signed blank cheques) crossed banker's drafts crossed giro cheques and drafts crossed postal orders crossed money orders unused units in franking machines National Savings certificates Premium Bonds credit company sales vouchers VAT purchase invoices

belonging to the Policyholder or for which the Policyholder is responsible and pertaining to the Business

2 **Working Hours**
Shall mean the period during which the Premises are actually occupied for Business purposes and during which the Policyholder or those of the Policyholder's employees who are entrusted with Money are in the Premises

3 **Tickets**
Shall mean any medium of exchange for leisure services

4 **Leisure Services**
Shall mean travel accommodation entertainment

The Company will pay to the Policyholder up to the Limit of Liability for any loss of or damage to the Money and property described in Items 1 to 6 below provided that

A) as regards Item 3 the loss or damage is due to robbery or attempt thereat
B) as regards Item 5 the loss or damage is due to theft or attempt thereat
and
C) the Company's liability in respect of any one occurrence or number of occurrences arising directly or indirectly from any one source or original cause shall not exceed the relevant Limit of Liability

Item No			Limit of Liability any one loss
1)	Money as described in Interpretation 1A		
	A)	in the Policyholder's Premises during Working Hours or in transit or in a bank night safe and thereafter within bank premises until at the bank's risk	As shown in the Schedule
	B)	in the Policyholder's Premises out of Working Hours	
		1) in locked safes or strongrooms as shown in the Schedule	As shown in the Schedule
		2) in all other locked safes or strongrooms	£4,000
		3) not in a locked safe or strongroom	£250
	C)	in the Policyholder's residence or that of the Policyholder's directors partners or employees	
		1) whilst in a locked safe or whilst an adult is in the residence	£500
		2) otherwise	£250
2)	Money as described in Interpretation 1B		£250,000
3)	Clothing and personal effects (not exceeding £25 per person in personal money) belonging to the Policyholder or any of the Policyholder's directors partners or employees whilst engaged in the Business		£250 per person
4)	Stamped or impressed National Insurance Cards		£250,000
5)	Any postal franking machine safe strongroom or any container or waistcoat used for the carriage of Money belonging to the Policyholder or for which the Policyholder is responsible		As shown in the Schedule
6)	Airline Tickets		As shown in the Schedule

Exclusions

The Company shall not be liable for

1) loss by theft by any director partner or employee of the Policyholder not discovered within seven working days of the occurrence
2) shortage due to error or omission
3) loss from an unattended vehicle
4) loss due to the use of counterfeit Money
5) loss or damage arising from riot or civil commotion in Northern Ireland and the Republic of Ireland
6) losses not within Great Britain Northern Ireland the Channel Islands or the Isle of Man
7) loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
8) loss or damage directly arising from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
9) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any liability or loss directly or indirectly caused by or contributed to by or arising from
   1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
10) the first £50 of each and every loss
11) A) Damage to Data which shall include but shall not be limited to
      1) Damage to or corruption of Data whether in whole or in part
      2) unauthorised appropriation of use of access to or modification of Data
      3) unauthorised transmission of Data to any third parties
      4) Damage arising out of any misinterpretation use or misuse of Data
      5) Damage arising out of any operator error in respect of Data

    B) Damage to Money arising directly or indirectly from
      1) the transmission or impact of any Virus
      2) unauthorised access to a System
      3) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication
      4) Failure of a System
      5) anything described in A) above

    but in respect of B) 1) B) 2) B) 3) and B) 4) this shall not exclude subsequent Damage not otherwise excluded provided that such Damage does not arise by reason of any malicious act or omission

Definitions

Business Premises shall mean that part of the Premises occupied by the Policyholder for the purpose of the Business described in the Schedule

Damage shall mean loss or destruction of damage

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholder's Business activities

Intruder Alarm System includes all lines and equipment used to transmit the signals to and from the Premises

Keyholder shall mean any person or keyholding company authorised by the Policyholder who is available at all times when the Intruder Alarm System is set to accept notification of faults or alarm signals or messages relating to the Intruder Alarm System

Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly includes integrated circuits and microcontrollers

System shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Virus shall mean programming code designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD- ROMs or otherwise and whether involving self replication or not

Special Conditions

1 **Security Precautions**

It is a condition precedent to the Company's liability for loss or damage that

A) in respect of any Intruder Alarm System required by the Company at the Premises

1) the Intruder Alarm System is maintained in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by the Company in writing

2) the Business Premises are not left unattended

A) unless the Intruder Alarm System is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any Alarm Receiving Centre to which the Intruder Alarm System is connected has acknowledged the setting signal

B) if police response to alarm calls has been withdrawn without the written agreement of the Company

3) where the Intruder Alarm System is required or approved by the Company as a condition of cover it is installed in accordance with a specification agreed in writing by the Company

4) no alteration to or substitution of

A) any part of the Intruder Alarm System

B) the procedures agreed by the Policyholder for police or any other response to any activation of or other warning signal pertaining to the Intruder Alarm System

C) the maintenance contract shall be made without the written agreement of the Company

5) no structural alteration of or changes in layout to the Premises that could affect operation of the Intruder Alarm System shall be made without the written agreement of the Company

6) the Policyholder shall maintain secrecy of codes for operation of the Intruder Alarm System and shall not leave details of such codes at the Business Premises when the Business Premises are unattended

7) the Policyholder shall appoint at least two Keyholders and shall record details of the Keyholders with the police and any Alarm Receiving Centre to which the Intruder Alarm System signals

8) any change of Keyholder details shall be notified immediately to the police and any Alarm Receiving Centre to which the Intruder Alarm System signals

9) 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 system is set a Keyholder shall attend and allow access to the Business Premises without delay

10) in the event that the Policyholder receives any notification

A) from the police alarm installer or maintenance contractor or Alarm Receiving Centre that response to alarm signals or line interruptions from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed

B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance

C) that the Intruder Alarm System cannot be returned to or maintained in full working order

the Policyholder shall advise the Company as soon as possible and in any event not later than 10am on the Company's next working day and comply with any subsequent requirements stipulated by the Company

B) whenever the Business Premises are left unattended

1) all locks bolts and other protective devices are in full and effective operation

2) all keys (including those relating to any part of the Intruder Alarm System) are removed from the Business Premises

C) out of Working Hours all keys and notes of combination lock letters and numbers of safes and strong rooms containing Money are removed from the Business Premises

2 **Contribution**

If at the time of any claim under this Section the Policyholder is or would but for the existence of this Policy be entitled to indemnity under any other policy or policies the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected

3 **Tickets**

In respect of Tickets

A) the liability of the Company shall be limited to loss following theft involving forcible and violent entry to or exit from the Premises or following actual or threatened assault or violence

B) it shall be a condition precedent to liability that

(i) no ticket shall be stamped until the time of issue

(ii) all tickets shall be kept in a locked safe or strongroom

(iii) the stamp must be kept in a locked safe or cabinet separate from the tickets outside of business hours the Policyholder shall prove to the Company's

satisfaction that within six months of the date of theft that the tickets are fraudulently used

(iv) the Policyholder is held liable for the loss by the International Air Transport Authority

4 **Cash in Transit Clause**

Transits of Money, as described in interpretation 1A in excess of £2000 shall be carried by the number of able bodied persons as described below: -

Limit	**Means**
Up to £2000	1 able bodied person
£2001 to £5000	2 able bodied persons
£5001 to £8000	3 able bodied persons
£8001 to £9999	4 able bodied persons
Over £10000	Professional Carrier

Bank notes in transit to be carried in pockets or otherwise concealed about the person

To avoid cash in transit above these figures, frequent trips to the bank throughout the day should be made if necessary

Item 2 Personal Injury (Robbery)

Interpretations

1 **Benefit** shall mean

1 **Death**
2 Loss of one or more **Limbs or Eyes**
3 **Permanent Total Disablement** other than by Loss of Limb or Eye from gainful employment of any and every kind
4 **Temporary Total Disablement** from usual occupation
5 **Medical Expenses** necessarily incurred in the treatment of the Insured Person

2 The amount payable for each Unit of cover shall be:

	Benefit
1	£5,000
2	£5,000
3	£5,000
4	£50 per week for a maximum of 104 weeks in all and not necessarily consecutive
5	Reimbursement up to 15% of the amount payable under Benefit 4

3 **Loss of Limb** shall mean

A) in the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg

B) in the case of an arm loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent total loss of use of a complete arm or hand

4 **Loss of Eye** shall mean permanent and total loss of sight which will be considered as having occurred

A) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist

B) in one eye if the degree of sight remaining after corrections is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

5 **Medical Expenses** shall mean the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all Hospital nursing home and ambulance charges

6 **Director** shall mean any person holding the position of director with the Policyholder but excluding non-executive directors unless otherwise agreed in writing with the Company

7 **Disablement** shall mean Benefits 2 to 4

8 **Hospital** shall mean any institution which meets fully every one of the following criteria

1 maintains permanent and full time facilities for the care of overnight resident patients and
2 has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and
3 continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
4 is not other than incidentally an institution which provides full time facilities for
(i) mentally ill or mentally handicapped persons

(ii) nursing or convalescing
(iii) aged persons of 70 years or more
(iv) drug addicts
(v) alcoholics

9 **Medical Practitioner** shall mean any legally qualified medical practitioner other than
(i) an Insured Person
(ii) a member of the immediate family of an Insured Person
(iii) an Employee of the Policyholder

In the event of the Policyholder or any Director partner or employee of the Policyholder (hereinafter called the Insured Person) sustaining accidental bodily injury which

A) is sustained solely and directly as a result of robbery or attempt thereat while such Insured Person is engaged in the Business and
B) within two years is the sole cause of Death Disablement or incurring of Medical Expenses for which the Benefit is claimed

The Company will pay the appropriate Benefit to the Policyholder in accordance with the number of Units of cover as shown in the Schedule

Bodily injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

Exclusions

The Company will not pay the Benefit if

1 bodily injury is sustained by any person before such person attains the age of sixteen years or after the expiry of the Period of Insurance during which such person attains the age of eighty years

2 bodily injury Death Disablement or Medical Expenses is the result of or is contributed to by the Policyholder Person having a physical or mental defect of any sort which was known either to the Policyholder or the Insured Person when the Policy was issued or at renewal

However the Exclusion shall not apply if the defect has been notified to the Company and accepted in writing

Section 4 Liability Insurance

Definitions

1 **Person Entitled to Reimbursement** shall mean

A) the Policyholder

B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder

C) at the request of the Policyholder

1) any principal

2) any director or partner of the Policyholder

3) any Person Employed

against legal liability in respect of which the Policyholder would have been entitled to reimburse under this Policy if the claim had been made against the Policyholder

4) the officers committees and members of the Policyholder's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided

5) any director or partner of the Policyholder or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Policyholder

each of whom shall as though the Policyholder be subject to the terms of this Policy so far as they can apply

2 **Employee** shall mean any individual under a contract of service or apprenticeship with the Policyholder

3 **Person Employed** shall mean any
A) Employee
B) labour master and individuals supplied by him
C) individual employed by labour only sub-contractors
D) self employed individual (not being in partnership with the Policyholder
E) individual hired to or borrowed by the Policyholder
while under the direct control and supervision of the Policyholder
F) individual undertaking study or work experience while under the supervision of the Policyholder

4 **Injury** shall mean

Item 1 and 3 (Part A)
Bodily injury death disease or illness

Items 2 and 3 (Part B)
Bodily injury mental injury death disease illness wrongful arrest or false imprisonment

5 **Property** shall mean material property but shall not include Data

6 **Data** shall mean information represented or stored electronically including for example code or series of instructions operating systems software programs and firmware

7 **Business** shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include
A) ownership repair and maintenance of the Policyholder's own property
B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
C) fire and security services maintained solely for the protection of premises owned or occupied by the Policyholder
D) private work undertaken by any Person Employed for any director or partner of the Policyholder or Employee with the prior consent of the Policyholder
E) attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment
but in respect of Section 1 shall not include any work undertaken Offshore

8 **Offshore** shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

9 **Event** shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

10 **Policyholder's Contribution** shall mean the amount or amounts specified in the Schedule which the Policyholder agrees to pay

11 **Intellectual Property Rights** shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

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

13 **Asbestos** shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

14 **Asbestos Dust** shall mean fibres or particles of Asbestos

15 **Asbestos Containing Materials** shall mean any material containing Asbestos or Asbestos Dust

16 **Crisis**
Crisis shall mean any Event which involves

A) death
or
B) serious injury which is life threatening or involves emergency hospitalisation

Item 1 Employers' Liability

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

The insurance provided by Item 1 is on a costs inclusive basis whereby the cost and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Reimbursement are included within the Limit of Liability stated in the Schedule

The Company will provide cover to any Person Entitled to Reimbursement

1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance

A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
or
B) while temporarily outside these territories

arising out of and in the course of employment by the Policyholder in the Business

2 against legal liability for claimant's costs and expenses in connection with **1** above

3 in respect of

A) costs of legal representation at
1) any coroner's inquest or inquiry in respect of any death
2) the defence of any criminal proceedings brought or in appeal against the Policyholder director or partner or Employee of the Policyholder for an offence of manslaughter
3) proceedings in any court arising out of any alleged breach of statutory duty (including the Corporate Manslaughter and Corporate Homicide Act 2007) resulting in Injury

which may be the subject of cover under this Section

B) all other costs and expenses in relation to any matter which may form the subject of a claim for cover under **1** above

General Provisions

Provided that in respect of any one Event

1) the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Liability

2) the Company may at any time pay the Limit of Liability (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled

The Company will then relinquish control of such claims and be under no further liability in respect thereof

3) the total amount payable under this Section shall not exceed £5,000,000 in respect of any one Event arising directly or indirectly out of Terrorism

Exclusions to Item 1

The cover will not apply to legal liability

1 of whatsoever nature directly or indirectly caused by or contributed to by or arising from
A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
where such legal liability is
1) that of any principal
2) accepted under agreement and would not have attached in the absence of such agreement

2) in respect of Injury for which the Policyholder is required to arrange motor insurance or security in accordance with any road traffic legislation

3) Fines and Penalties
A) fines or penalties
B) compensation ordered or awarded by a Court or Criminal Jurisdiction
C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

Extensions To Item 1

(each of which is subject otherwise to the terms of this Policy)

1 **Unsatisfied Court Judgments**
In the event of a judgment for damages being obtained
A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Policyholder in the Business
B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man
in any court situate in the territories specified in B) above and
C) remaining unsatisfied in whole or in part six months after the date of such judgment

at the request of the Policyholder the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied Provided that
A) there is no appeal outstanding
B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company

2 **Compensation for Court Attendance**
In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Policyholder is entitled to cover under this Section the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

A)	any director or partner of the Policyholder	£500
B)	any Employee	£250

Condition to Item 1

Employers' Liability Tracing Office Notice

Certain information relating to this Item, namely:
(a) the Policy Number
(b) employers' names and addresses, including subsidiaries and any relevant changes of name;
(c) coverage dates; and
(d) if relevant, the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers;

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

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

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

Item 2 Public/Products Liability

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

The Company will provide cover to any Person Entitled to reimbursement

1 up to the Limit of Liability against legal liability for damages in respect of

A) accidental Injury of any person

B) accidental loss of or damage to Property

C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Policyholder or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Policyholder having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the Business

2 against legal liability for claimant's costs and expenses in connection with 1 above

3 in respect of
A) costs of legal representation at
1) any coroner's inquest or inquiry in respect of any death
2) the defence of any criminal proceedings brought or in appeal against the Policyholder director or partner or Employee of the Policyholder for an offence of manslaughter
3) proceedings in any court arising out of any alleged breach of statutory duty (including the Corporate Manslaughter and Corporate Homicide Act 2007) resulting in any occurrence specified in 1 above
which may be the subject of cover under this Section

B) all other costs and expenses in relation to any matter which may form the subject of a claim for cover under 1 above
incurred with the Company's written consent

General Provisions

Provided that in respect of

A) any one Event
B) all Events happening during any Period of Insurance in respect of products supplied
C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

1 the total amount payable by the Company in respect of 1 above and all Extensions and Memoranda shall not exceed the Limit of Liability

2 the Policyholder's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment

3 the Company may at any time pay the Limit of Liability (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment

4 where the Company is liable to reimburse more than one person the total amount of reimbursement in respect of damages shall not exceed the Limit of Liability

Exclusions to Item 2

The cover will not apply to legal liability

1 arising from or out of the ownership possession or use by or on behalf of the Policyholder or any Person Entitled to reimbursement of any
   A) mechanically propelled vehicle other than legal liability arising out of
      1) the use of plant as a tool of trade on site
      2) the use of plant at the premises of the Policyholder
      3) the loading or unloading of any vehicle
      except where coverage is provided by any motor insurance contract or where insurance or security is required by law
   B) aircraft or other aerial device
   C) aerospatial device
   D) hovercraft
   E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

2 for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Policyholder in the Business

3 for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder other than

   A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
   B) premises and their contents not owned by or leased or rented to the Policyholder at which the Policyholder is undertaking work in connection with the Business
   C) premises and their fixtures and fittings leased or rented to the Policyholder unless such legal liability
      1) has been accepted by agreement in which case the cover will only be provided to the extent that such liability would have attached in the absence of such agreement
      2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

4 caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

   Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

5 A) in respect of loss of or damage to any
      1) product supplied
      2) contract work executed
      by the Policyholder caused by any defect therein or the unsuitability thereof for its intended purpose

   B) for the costs of recall removal repair alteration replacement or reinstatement of any
      1) product supplied
      2) contract work executed
      by the Policyholder necessitated by any defect therein or the unsuitability thereof for its intended purpose

6 arising from or in connection with
   A) advice
   B) design
   C) specification
   by the Policyholder

7 arising from or in connection with any
   1) product supplied
   2) contract work executed
   where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

8 for the costs of remedying
   A) any defect or alleged defect
   B) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
   in premises disposed of by the Policyholder

9 for
   A) fines or penalties
   B) compensation ordered or awarded by a Court of Criminal Jurisdiction
   C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

10 of whatsoever nature directly or indirectly caused by or contributed to by or arising from
   A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

11 arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

12 arising out of or in connection with any breach of professional duty

13 for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

14 for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part

thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

Extensions to Item 2

(each of which is subject otherwise to the terms of this Policy)

1 **Cross Liabilities**
If the Policyholder comprises more than one party the Company will provide coverage to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Liability

2 **Compensation for Court Attendance**
In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Policyholder is entitled to reimburse under this Section the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

A)	any director or partner of the Policyholder	£500
B)	any Employee	£250

3 **Contingent Motor Liability**
Despite Exclusion 1A) the Company will provide cover to the Policyholder against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Policyholder

The cover will not apply to legal liability
A) in respect of loss of or damage to such vehicle or to property conveyed therein
B) arising while such vehicle is being driven by the Policyholder
C) in respect of which the Policyholder is entitled to reimburse under any other insurance
D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

4 **Overseas Personal Liability**
The Company will provide coverage to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The cover will not apply
A) to legal liability arising out of the ownership or occupation of land or buildings
B) where cover is provided by any other insurance

5 **Data Protection Act 1998**
The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement
The Company will also provide an indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that the Policyholder is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

A) the payments of fines or penalties
B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission
D) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Extension
E) legal liability where indemnity is provided by any other insurance

6 The Package Travel and Linked Travel Arrangements Extension
The coverage provided by Item 2 shall include legal liability arising from The Package Travel and Linked Travel Arrangements Regulations 2018 and notwithstanding Exclusions 1A), 1B), 1C) 1D) and 1E) to Item 2 the Company will provide cover to the Policyholder against legal liability arising in connection with mechanically propelled vehicles, aircraft, hovercraft or water borne craft owned or used by independent carriers in connection with the Business.

Provided that:-
A) the Policyholder shall have no control over the driving or navigation of such vehicles, aircraft, hovercraft or water-borne craft
B) such liability is not more specifically insured
C) such liability is limited in accordance with relevant International Conventions

7 Legionella Extension
The Public Liability Section extends to include the Policyholder's legal liability to pay damages (including claimants' costs, fees and expenses) for and/or arising out of Injury happening during the Period of Insurance and caused by the release of any disease or disease carrying pollutants or water droplets or water vapour into the atmosphere or water courses from air conditioning or water or air heating or cooling systems.

Provided that any Claim for Injury is first made against the Policyholder during the Period of Insurance and is notified to the Insurer before or within sixty (60) days after the expiry date of the policy.

The Insurer's liability under this extension shall be limited to GBP 1,000,000 any one Occurrence and in the aggregate which shall be part of and not in addition to the limit of liability stated in the Schedule.

It is a condition of this extension that if the Policyholder owns, operates or is responsible for any water or air systems or installations including air conditioning or water or air cooling or heating systems:

Item 3 Legal Defence Costs

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

The Company will provide cover to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder

up to the Limit of Liability in respect of

A) legal costs and other expenses incurred with the Company's written consent
B) costs awarded against the Policyholder or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts A and B below

Part A

In respect of a breach of

1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Policyholder

Part B

In respect of a breach of

1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Policyholder

2 Part II of the Consumer Protection Act 1987

3 The Package Travel and Linked Travel Arrangements Regulations 2018 or any equivalent legislation as may apply

General Provisions

Provided that in respect of Part A and B

1 the cover will not apply

A) to fines or penalties of any kind

b) to compensation ordered or awarded by a Court of Criminal Jurisdiction

C) where Injury of any person or loss of or damage to Property has occurred

D) where cover is provided by any other insurance

E) to proceedings consequent upon any deliberate act or omission by

1) the Policyholder
2) any partner or director of the Policyholder
3) any Employee with any specific responsibility for compliance with the legislation specified in this Section

which could reasonably have been expected to constitute a breach of the legislation specified in this Section

F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Dust or Asbestos Containing Materials

2 the cover will apply only where shown in the Schedule

3 the Company may at any time pay the Limit of Liability (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment The Company will then relinquish control of such claims and be under no further liability in respect thereof

4 where the Company is liable to reimburse more than one person the total amount of reimbursement shall not exceed the Limit of Liability

Special Provision

The Company shall pass notification to an independent third party service provider with whom the Company has an agreement which shall thereafter administer claims settlement on the Company's behalf

Section 5 Computer Insurance and Computer Business Interruption Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

Definitions

Business Premises
Business Premises shall mean the part of the Premises occupied by the Policyholder for the purposes of the Business described in the Schedule

Damage
Damage shall mean physical loss destruction or damage

Property Insured
Shall mean

(i) Computer Equipment
(ii) Ancillary Equipment
(iii) Computer System Records

at the Premises or whilst temporarily away from the Premises anywhere in the world unless otherwise stated in the Schedule all as defined below or more fully described in the Schedule and all being the property of the Policyholder or for which they are responsible but excluding property which is more specifically insured

Computer Equipment
Shall mean all computer equipment whether designed to be portable or not including interconnecting wiring fixed disks and telecommunications equipment used for the storage and communication of electronically processed data owned by or leased hired or rented to the Policyholder

Ancillary Equipment
Shall mean ancillary equipment solely for use with the Computer Equipment comprising air conditioning generating voltage regulating temperature and humidity recording electronic access and heat and smoke detection equipment Halon and other fire extinguishing gas bottles and pipework and computer room partitioning owned by or leased hired or rented to the Policyholder

Computer Systems Records
Shall mean all current and backup computer records (excluding fixed disks and paper records of any description) incorporating information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Maintenance Agreement
Shall mean a maintenance rental hire or lease agreement which provides a minimum service of on-call remedial or corrective maintenance at inclusive cost

The following notes refer to the Definitions stated below

1 To the extent that the Policyholder is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax
2 In the definition of Insurable Amount the amount of Gross Revenue shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months

Indemnity Period
Shall mean the period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Maximum Indemnity period (as shown in the Schedule)

Gross Revenue
Shall mean the difference between the sale price paid by the customer and the cost price to the Policyholder of services rendered in the course of the Business at the Premises and/or the net amount of commission due from principals for the sale of services purchased under an agency agreement.

Standard Gross Revenue
Shall mean the Gross Revenue which would have been obtained during the Indemnity Period

Insurable Amount
Shall mean the Gross Revenue which would have been earned in the twelve months immediately following the date of the Damage had the Damage not occurred after account has been taken of the trends of the Business and of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred (subject to the provision of Note 2 above)

If any of the Property Insured described in the Schedule suffers Damage at the Premises or whilst temporarily away from the Premises anywhere in the world (unless otherwise stated in the Schedule) by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Policyholder

1) in respect of items A and B the amount of loss or at its option reinstate or replace such property
2) in respect of items C and D the amount of loss resulting from the interruption or interference with the Policyholder's Business at the Premises caused by the Damage

provided that payment has been made or liability admitted for the Damage under an insurance covering the interest of the Policyholder in the property

or

payment would have been made or liability admitted for the Damage but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

The Company's liability in any one Period of Insurance shall not exceed in the whole the Total Sum Insured or in respect of any one item its Sum Insured or any other stated Limit of Liability

Covers

The following are the Covers insured except as otherwise stated in the Schedule

1 A **Fire** excluding Damage
1) by explosion resulting from fire
2) to property caused by its undergoing any process involving the application of heat

B **Explosion** excluding Damage
1) caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only
2) to any vessel machine or apparatus or its contents resulting from the explosion thereof

but this shall not exclude Damage caused by explosion of any boiler or gas used for domestic purposes only

C **Lightning**

D **Aircraft or other aerial devices** or articles dropped therefrom

2 **Earthquake** excluding Damage caused by fire

3 **Riot civil commotion** strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding Damage
1) arising from nationalisation confiscation requisition or destruction by order of the government or any public authority
2) arising from cessation of work
3) A) in the course of theft or attempted theft
B) in respect of any building which is empty or not in use
directly caused by malicious persons not acting on behalf of or in connection with any political organisation

4 **Storm or flood** excluding Damage
1) attributable solely to change in the water table level
2) caused by frost subsidence ground heave or landslip
3) to property in the open

5 **Escape of water** from any tank apparatus or pipe excluding Damage
1) by water discharged or leaking from an automatic sprinkler installation
2) in respect of any building which is empty or not in use

6 **Impact by any road vehicle** (including any fork lift truck or other industrial vehicle) or animal

7 **Accidental escape of water from any automatic sprinkler installation** excluding Damage
1) by freezing in any building which is empty or not in use
2) by heat caused by fire

8 **Theft** (which is deemed to include attempted theft) excluding Damage
1) expedited or in any way brought about by the Policyholder or any director partner or employee of the Policyholder
2) due to a person obtaining any property by deception
3) due to disappearance unexplained or inventory shortage
4) to property in transit unless it is in the custody of a Director or an employee of the Policyholder
5) to property in an unattended vehicle unless the property is in a locked boot or glove compartment and all points of access to the vehicle are locked or the vehicle is stolen at the same time

9 **Subsidence ground heave** or landslip excluding Damage
1) arising from the settlement or movement of made-up ground or by coastal or river erosion
2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises
3) arising from normal settlement or bedding down of new structures
4) commencing prior to the granting of cover under this insurance

10 **Any other accident** excluding Damage
1) by any of
A) the Covers
B) the causes expressly excluded from the Covers
specified in paragraphs 1-9 or 11 (whether or not insured)
2) to any property caused by
A) its own faulty or defective design or materials
B) inherent vice latent defect gradual deterioration wear and tear
C) faulty or defective workmanship operational error or omission on the part of the Policyholder or any of their employees
but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
3 caused by
A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
B) change in temperature colour flavour texture or finish
C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
E) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services
but this shall not exclude
1) such Damage which itself results from other Damage and is not otherwise excluded
2) subsequent Damage which itself results from a cause not otherwise excluded

4 caused by
A) pollution or contamination
B) acts of fraud or dishonesty
C) disappearance unexplained or inventory shortage misfiling or misplacing of information

5 to
A) a building or structure caused by its own collapse or cracking
B) property in the open
C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

6 to
A) property in transit unless in the custody of a Director or employee of the Policyholder
B) property in an unattended vehicle unless the property is in a locked boot or glove compartment and all points of access to the vehicle are locked or the vehicle is stolen at the same time
C) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures

7 recoverable under any guarantee or Maintenance Agreement in force at the happening of the Damage

11 Mechanical or Electrical Breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement occurs excluding Damage
A) by any of

1) the Covers
2) the causes expressly excluded from the Covers

specified in paragraphs 1-9 (whether or not insured)

B) to any property caused by or consisting of wear and tear or deterioration due to atmospheric conditions rust or corrosion faulty or defective workmanship operational error or omission on the part of the Policyholder or their employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
C) to property in the open
D) which would be covered by any guarantee or Maintenance Agreement whether or not in force at the happening of the Damage
E) to property resulting from
- its undergoing any process of production packing treatment testing commissioning servicing or repair
- pollution or contamination
- acts of fraud or dishonesty
- the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services

but this shall not exclude
- such Damage or subsequent Damage which itself results from other Damage and is not otherwise excluded

Policyholder's Contribution
This insurance does not cover the Policyholder's Contribution (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the Policyholder at each separate Premises as ascertained after the application of all other terms and conditions of the insurance including the Underinsurance Provision

A)	Cover 9 (Subsidence) if insured	£1,000
B)	All other Covers	£ 250

Exclusions

This insurance does not cover

A) **Marine Policies**
Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

B) **Sonic Bangs**
Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

C) **War and Allied Risks**
Damage occasioned by
1) riot or civil commotion except to the extent that it is specifically insured
2) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

D) **Pollution and Contamination**
Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by
1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
2) any Cover insured (other than Cover 10) which itself results from pollution or contamination

E) **Radioactive Contamination**
Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any liability or loss directly or indirectly caused by or contributed to by or arising from
1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

F) **Terrorism**
Damage occasioned by or happening through or in consequence directly or indirectly of

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

B) in Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism

In Great Britain and Northern Ireland Terrorism means

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

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

a) influence any government or any international governmental organisation
or
b) put the public or any section of the public in fear

G) **Acts of Telecommunications Authorities**
Damage arising directly or indirectly from the failure of any telecommunication system caused by

A) the deliberate act of any telecommunications authority or the exercise by any authority of its powers to withhold or restrict operations of the system or the inability of the authority to maintain the system due to industrial action by its employees

B) the use by the Policyholder of any equipment which is not approved by the telecommunications authority as properly installed and compatible

C) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite

H) **Maintenance Agreement**
Additional Cost of Working or Loss of Gross Revenue incurred during the first 48 hours following Damage as provided by Cover 11 unless a Maintenance Agreement is in force at the time of the Damage

I) **Electronic Risk**
A) Damage to the Property Insured
B) loss resulting from the interruption or interference with the Policyholder's Business at the Premises caused by Damage arising directly or indirectly from
1) the transmission or impact of any Virus
2) unauthorised access to a System
3) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication
4) Failure of a System
5) any misinterpretation use or misuse of Data

in each case other than Damage to Property Insured caused by Covers 1- 9 provided that such Damage does not arise by reason of any malicious act or omission or theft where such theft is accomplished or effected by electronic means

In respect of Cover 8 **(Theft)** the Company shall not be liable for Damage to Data unless such Damage results from Theft of the Media on which the Data resides

Definitions

Damage shall mean loss or destruction or damage

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Failure shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholder's Business activities

System includes computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly includes integrated circuits and microcontrollers

Virus shall mean programming code designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy discs CD-ROMs DVDs or otherwise and whether involving self replication or not

Media shall mean Computer Equipment Ancillary Equipment hard or floppy discs tapes CD-ROMs DVDs or other repositories of computer software

The Insurance Provided

In respect of Computer and Ancillary Equipment the Company will pay–

A) the cost of reinstatement being

- where the property is destroyed or damaged beyond economic repair **replacement by new property** of equal performance including capacity or if such be impossible replacement by property having the nearest higher performance including capacity to the property lost destroyed or damaged
- where the property is damaged the cost of repairing or restoring the damaged portions to a working condition substantially the same as but not better or more extensive than its condition when new

B) the costs incurred by the Policyholder in taking reasonable but exceptional measures to avoid or **mitigate Damage**

provided that

- the impending Damage does not stem from any reasonably foreseeable cause and that Damage would be the natural outcome to be expected in the absence of such measures

- the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken

- the liability of the Company shall not exceed £10,000

C) the costs necessarily and reasonably incurred in the making of **temporary repairs** upon including the expediting of the repair reinstatement or replacement of property consequent upon the Damage provided that the liability of the Company shall not exceed £5,000

D) the **costs of removing debris** being

the costs incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses

1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site

2) arising from pollution or contamination of property not covered by this Policy

Provided that the liability of the Company shall not exceed £5,000

E) the cost of **professional fees** (including Consulting Engineers fees) incurred with the consent of the Company in conducting investigations and if necessary tests into possible repair (whether or not successful) replacement or reinstatement following Damage

F) the costs necessarily and reasonably incurred by the Policyholder in the **reinstatement of programmes** including information

onto fixed disks provided that the liability of the Company shall not exceed £10,000

the undernoted provisions apply

1 **Partial Damage**
Where Damage occurs to only part of the property the Company's liability shall not exceed the amount which the Company would have been liable to pay had the property been wholly destroyed

2 **Reinstatement on Another Site**
The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the Policyholder provided that it does not increase the Company's liability

3 **Insurable Amount**
For the purpose of the Underinsurance Provision the Insurable Amount shall be the day One Reinstatement Value

Day One Reinstatement value shall mean
the total of the insured costs A D E and F in reinstating the Property Insured to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance

4 **Alternative Basis of Settlement**
The Company's liability shall be limited to the Alternative Basis of Settlement (as defined below)

A) until the cost of reinstatement has actually been incurred
B) if the work of reinstatement is not carried out as quickly as is reasonably practicable
C) if at the time of its Damage the property is covered by any other insurance effected by or on behalf of the Policyholder and such other insurance is not on the identical basis of reinstatement defined in cost A
D) if in the Schedule it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the Company will pay the value of the property at the time of its destruction or the amount of the damage including the cost of

- minimising Damage and temporary repairs
- removing debris
- professional fees

as defined in costs B C D E and F above and subject to the provisions and exceptions applying to those costs

For the purpose of the Underinsurance Provision the Insurable Amount shall be the total of the value at the time of the Damage of the Property Insured by the item and the additional costs D E and F

In respect of Computer Systems Records
Notwithstanding Special Condition 1 the Company will pay–

– the value of the materials as stationery
– the clerical labour and computer time expended in reproducing such Computer Systems Records
– the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded provided that the liability of the Company shall not exceed £10,000

but excluding the value to the Policyholder of the information

– the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses

1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
2) arising from pollution or contamination of property not insured by this Policy

The undernoted provision applies

For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of Damage

In respect of Additional Cost of Working

Subject to the provision below the Company will pay as indemnity the expenditure necessarily and reasonably incurred in order to minimise any interruption of or interference with the Business during the Indemnity Period in consequence of the Damage

The following is the provision referred to above **Professional Accountants' charges**

The Company will pay the reasonable charges payable by the Policyholder to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Policyholder's accounts

In respect of **Loss of Gross Revenue**

Subject to the provisions below the Company will pay as indemnity –

A) In respect of Loss of Gross Revenue
the amount by which the Gross Revenue during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Revenue

B) In respect of Increase in Cost of Working
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage

but not exceeding the total of

– the amount of the reduction in Gross Revenue thereby avoided

plus

– 5% of the Sum Insured by the item (but not more than £250,000)

The following are the provisions referred to above

1 **Alternative Trading**
If during the Indemnity Period work shall be done or services rendered elsewhere than at the Premises for the benefit of the Business either by the Policyholder or by others on the Policyholder's behalf the money paid or payable in respect of such work or services shall be taken into account in arriving at the Gross Revenue during the Indemnity Period

2 **Savings**
If any of the charges or expenses of the Business payable out of Gross Revenue shall cease or reduce in consequence of the

Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable

3 **Professional Accountant's Charges**
The Company will pay the reasonable charges payable by the Policyholder to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Policyholder's accounts

4 **Underinsurance**
If the Sum Insured is less than the Insurable Amount the amount payable shall be proportionately reduced

Special Provisions

Underinsurance
If at the time of the Damage
– the Declared Value by the relative item on Computer and Ancillary Equipment
– the Sum Insured by the relative item on Computer Systems Records
is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced

Declared Value shall mean the base value shown in brackets below the Sum Insured such value excluding any provision for inflation but if the loss is settled under the Alternative Basis of Settlement the Declared Value shall be 115% of the base value shown or if no base value is shown it shall be deemed to be the Sum Insured

Reinstatement by the Company
The Company may at its own option reinstate or replace any property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner The Policyholder shall at their own expense produce and provide the Company with all such plans documents books and information as the Company may reasonably require

Extinguishment Expenses
The Company will pay the reasonable costs incurred by the Policyholder in refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured Damage to the Property Insured

Memoranda

Alterations and Additions
If during the Period of Insurance alterations or additions are made to any of the Property Insured or additional Computer or Ancillary Equipment is acquired at any Premises or elsewhere as covered by this insurance and such additional property is not otherwise insured it will be held covered under the relative items of this insurance from the time from which the Policyholder became responsible for it until the next renewal of the insurance at which date specific insurance shall be effected

The Sum Insured (and Declared Value) by the item shall be deemed to be increased for that period only by the value of the additional property insured under the item but by not more than 10% in respect of additional property at any one Premises

All the provisions and Conditions of this insurance (including the Alteration Condition) apply to this extension except as expressly varied

Automatic Reinstatement after a Loss
In the absence of written notice by the Policyholder or the Company to the contrary within 30 days of the occurrence of any Damage the Company's Liability shall not be reduced by the amount of any loss and the Policyholder shall pay the appropriate additional premium for such automatic reinstatement of cover provided that in respect of Damage by Theft (if insured) the automatic reinstatement shall apply on the first occasion only in each Period of Insurance

Additional Computer Rental
The Company will pay the additional rental arising out of the replacement of a lease or hire agreement in respect of the Property Insured by a new contract for similar property consequent upon Damage up to an amount not exceeding £7,500

Incompatibility of Computer Records
The Company will pay
A) the costs of modifying the Computer Equipment or
B) the costs of replacement of Computer Systems Records together with reinstatement of programmes and information thereon

(whichever is less) to achieve compatibility in the event Damage to the Computer Equipment has resulted in undamaged Computer Systems Records being incompatible with the replacement Computer Equipment subject to the Company's liability not exceeding £10,000

Accidental Discharge of Gas Systems
The Company will pay the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property Insured arising out of the accidental discharge of such system provided the liability of the Company shall not exceed £5,000

However the Company shall not be responsible for any costs incurred as a direct result of the gas system being installed commissioned or undergoing any form of testing

Payments on Account
(Additional Cost of Working and Loss of Gross Revenue items only) Payments on account may be made during the Indemnity Period if desired

Special Conditions

1 **Computer Systems Records – Condition Precedent**
It is a condition precedent to any liability of the Company that the Policyholder shall

A) back-up information (other than software programs) at least once every twenty four hours verify and store taking all reasonable precautions in their safe storage

B) at least once every seven days ensure a separate verified back-up copy exists in a location away from the Premises or in a fire proof safe or cabinet on the Premises

2 **Extension of Damage** (Additional Cost of Working and Loss of Gross Revenue Items only)

Damage shall be extended to include
A) accidental loss distortion corruption or erasure of programs and information stored on Computer Systems Records caused by Damage as insured by this Policy
B) Damage in respect of any item due to its own breakdown or derangement if a Maintenance Agreement is not in force on such item
C) the accidental failure or fluctuation of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the premises in which the Property is situated not occasioned by the deliberate act of any supply authority nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property
D) the accidental failure of the electricity supply in the distribution wiring within the premises in which the Property Insured is situated not occasioned by failure as in B) above
E) the accidental failure of any telecommunications system used in connection with the Property Insured not occasioned by
   1) the deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation of the system nor the inability of any such authority to maintain the system due to industrial action by any of its employees
   2) the use by the Policyholder of machinery and equipment which is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system
F) physical loss of or damage to the premises in which the Property is situated or to any contents thereof or to property in the vicinity at the premises

Provided that the liability of the Company in total shall not exceed £250,000 in respect of Damage as detailed in Special Condition 2 paragraphs C to F

3 **Automatic Sprinkler and Fire Alarm Installations – Condition Precedent**
It is a condition precedent to any liability of the Company that if a reduced premium rate is allowed on account of such an installation or if the insurance covers Damage by the accidental escape of water from a sprinkler installation that the Policyholder shall

A) take all reasonable steps to
   (i) prevent frost and other damage to the installations and in so far as it is their responsibility
   (ii) maintain the installations (including the automatic external alarm signal) in efficient working order
   (iii) maintain ready access to the water supply control facilities
B) in the event that changes repairs or alterations to the installations are proposed notify the Company in writing and obtain its prior agreement in writing
C) allow the Company access to the Premises at all reasonable times for the purpose of inspecting the installations
D) carry out the routine tests laid down by the Company and remedy promptly any defect revealed by a test

In the event that alterations or repairs become necessary to the automatic sprinkler installation the Company may at its option suspend any cover which is granted against Damage by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by the Company

Notice of any such action will be given the Company in writing

4 **Fire Extinguishing Appliances**
The Policyholder shall maintain all fire extinguishing appliances in efficient working order

5 **Security Precautions – Condition Precedent**
It is a condition precedent to any liability of the Company in **respect of Damage by Theft** (if insured) that

A) in respect of any Intruder Alarm system required by the Company at the Premises
   1) the Intruder Alarm system is maintained in full and effective working order under a contract to provide both corrective and preventative maintenance with the installer or such other contractor agreed by the Company in writing

   2) the Business Premises are not left unattended
      (i) unless the Intruder Alarm System is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any Alarm Receiving Centre to which the Intruder Alarm System is connected has acknowledged the setting signal
      (ii) if police response to alarm calls has been withdrawn
   without the written agreement of the Company

   3 where the Intruder Alarm System is required or approved by the Company as a condition of cover it is installed in accordance with a specification agreed in writing by the Company

   4 no alteration to or substitution of
      (i) any part of the Intruder Alarm System
      (ii) the procedures agreed by the Policyholder for police or any other response to any activation of or other warning signal pertaining to the Intruder Alarm System
      (iii) the maintenance contract
   shall be made without the written agreement of the Company

   5 no structural alteration of or changes in layout to the Premises that could affect operation of the Intruder Alarm System shall be made without the written agreement of the Company

6 the Policyholder shall maintain secrecy of codes for operation of the Intruder Alarm System and shall not leave details of such codes at the Business Premises when the Business Premises are unattended

7 the Policyholder shall appoint at least two Keyholders and shall record details of the Keyholders with the police and any Alarm Receiving Centre to which the Intruder Alarm System signals

8 any change of Keyholder details shall be notified immediately to the police and any Alarm Receiving Centre to which the Intruder Alarm System signals

9 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 system is set a Keyholder shall attend and allow access to the Business Premises without delay

10 in the event that the Policyholder receives any notification
(i) from the police or alarm installer or maintenance contractor or Alarm Receiving Centre that response to alarm signals or line interruptions from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
(ii) from a local authority or magistrate imposing any requirement for abatement of nuisance
(iii) that the Intruder Alarm System cannot be returned to or maintained in full working order
the Policyholder shall advise the Company as soon as possible and in any event not later than 10am on the Company's next working day and comply with any subsequent requirements stipulated by the Company

B) whenever the Business Premises are left unattended
1) all locks bolts and other protective devices are in full and effective operation
2) all keys (including those relating to any part of the Intruder Alarm System) are removed from the Business Premises

Interpretations

Intruder Alarm System includes all lines and equipment used to transmit the signals to and from the Premises

Keyholder shall mean any person or keyholding company authorised by the Policyholder who is available at all times when the Intruder Alarm System is set to accept notification of faults or alarm signals or messages relating to the Intruder Alarm System

Minimum Standards of Security
(Applicable to any cover granted in respect of Damage by Theft)

It is a **condition precedent** to the Company's liability for Damage that the Policyholder shall have implemented the following security measures by the Effective Date stated in the Schedule or within 8 weeks of commencement of Theft cover if a date is not specified in the Schedule

Business Premises Security

A) The final exit door of the Business Premises must be secured with one of the following:

1) for timber or steel framed doors a mortice deadlock which has 5 or more levers or conforms to British Standard BS3621

2) for aluminium or UPVC framed doors a cylinder operated mortice deadlock or deadlocking multi-point locking system with a minimum of three locking points

3) irrespective of the door construction a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar

B) All external doors and all internal doors giving access to any part of the buildings not occupied by the Policyholder for the purpose of the Business must be secured with either:

1) any of the locking arrangements specified in A) above according to the construction of the doors,or

2) two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door

C) Where any of the doors described in A) or B) above are of double leaf construction:

1) the first closing leaf must be secured with two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door, and

2) the final closing leaf must be secured with either:

(i) any of the locking arrangements specified in A) above according to the construction of the doors, or

(i) two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door

D) All ground floor and basement opening windows including skylights and readily accessible opening windows including skylights on other floors must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security

Readily accessible windows are those that can be reached from the ground without the use of a ladder or via extension balconies downpipes external staircases and fire escapes canopies outbuildings garages walls nearby trees or roofs adjoining or next door premises

This requirement does not apply to windows including skylights which are protected by solid steel bars grilles locked gates shutters expanded metal or weld mesh

Any door or window designated as a fire exit following a fire risk assessment is excluded from these requirements.

Fire exit doors and windows
Fire exit doors and windows must be secured whenever the Business Premises are unoccupied by means of a device suitable for use in emergency escape situations

Portable Electronic Office Equipment
Each item of electronic office equipment designed for mobile or portable use with a replacement value over £2500 must whenever the Business Premises are left unattended be secured in locked cupboards cabinets or security containers the keys to which have been removed from the Business Premises

Section 6 Fidelity Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

Definitions

Acting in Collusion
Shall mean all circumstances where two or more Employees are concerned or implicated together or materially assist each other in committing a Fraudulent Act

Aggregate
Shall mean the maximum aggregate amount (howsoever arising) for which the Company shall be liable in respect of insurance available under the Policy in relation to the applicable Period of Insurance

Any One Claim
Shall mean all loss or losses caused by any Fraudulent Act either resulting from a single act or any number of related acts committed throughout the continuation of this insurance (or any insurance issued in substitution thereof or for which this insurance is substituted) irrespective of whether such acts are committed or caused prior to the inception of the Policy or during the Period of Insurance stated in the Schedule or during any subsequent Period of Insurance

Nothing in this definition will make the Company liable for acts committed prior to the Commencement Date or after the termination date except to the extent that cover is provided under the Previous Insurance section

Commencement Date
Shall mean the date from which insurance in respect of any Employee commenced

Discovery or Discovered
Shall mean when a director partner departmental director senior manager trustee or officer of the Policyholder becomes aware of acts which would cause a reasonable person to assume that a loss covered by this Policy has been or will be incurred even though the exact amount or details of such loss may not then be known

Employee shall mean any person who is
A) under a contract of service or apprenticeship with the Employer or being trained under a Government approved training scheme under the control of the Employer
B) a director employed by the Employer under a contract of service and who controls no more than 5% of the issued share capital of the Employer
C) retired from full time employment with the Employer who is working for the Employer as a consultant under the control and direction of the Employer

in connection with the Business of the Employer whilst in the service of the Employer

Whilst in the service of the Employer shall include the period of 30 days immediately following the termination of service

The term Employee shall include any person supplied by a staff employment agency who by arrangement with such agency is working for the Employer on a temporary or part-time basis in connection with the business to perform the functions and duties of an employee under the control or direction of the Employer but not including persons employed as drivers or in connection with warehouse duties or with computer operations or computer programming unless specifically stated as insured herein

Provided that any Condition relating to the obtaining by the Employer of references shall not apply to the temporary agency staff described above

For these purposes the term Employer shall mean any party included within the definition of the Policyholder

Fraudulent Act
Shall mean any act of fraud or dishonesty committed by any Employee alone or Acting in Collusion with others committed with the clear intent of obtaining an improper personal financial gain (which shall not include salaries fees commission and other earnings in the normal course of employment) for themselves or for any other person or organisation intended by such Employee to receive such gain

Minimum Standards of Control
Shall mean the minimum standards of supervision accounting procedures and for checking the security of Property agreed between the Company and the Policyholder from time to time as set out in the policy

Money
Shall mean currency coins bank note and bullion

Policyholder's Contribution
Shall mean the first part of Any One Claim borne by the Policyholder as specified in the Schedule at the time of the occurrence of the Fraudulent Act (or if a series of related acts the last act in the series) or as otherwise provided for by this Policy

Property
Shall mean Money Securities or goods belonging to the Policyholder or for which they are legally responsible

Securities shall mean
1 share certificates allotment letters bonds or debentures
2 promissory notes except
   a) those issued or purporting to have been issued for use as currency
   b) those secured or purporting to be secured directly or indirectly by assigned accounts or what purports to be assigned accounts
3 deeds of trust mortgages upon real property and upon interests in real property and assignments of such mortgages
4 letters of credit

Terrorism
Shall mean an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

War Risks
Shall mean war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Cover

The Company **will indemnify** the Policyholder up to the Limits of Indemnity in respect of

1 loss of Property as a direct result of a Fraudulent Act committed during the Period of Insurance

2 auditor's fees necessarily incurred with the Company's written consent to substantiate the amount of any loss covered by this Section

3 the reasonable cost of rewriting or amending the software programs or systems where such rewriting or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems the subject of a claim for which liability is admitted under this Section

Exclusions

The **Company shall not** be liable for

1 loss of interest penalties fines or any other loss that arises directly or indirectly

2 the amount of the Policyholder's Contribution under this section of the Policy

3 any loss caused by any Fraudulent Act of any Employee committed prior to the Commencement Date applicable to that Employee

4 any loss Discovered more than 24 months after
   (a) the termination of the Policy or
   (b) such loss was caused or commenced to be caused or
   (c) the resignation dismissal retirement or death of any Employee whose Fraudulent Act gave rise to a claim
   whichever occurs first

5 any loss where proof of the existence of Property or the amount of the loss is dependant solely upon an inventory computation or a profit and loss computation

6 any loss where the Fraudulent Act is committed by an Employee not resident within the Geographical Limits stated in the Schedule

7 any further Fraudulent Act committed by an Employee subsequent to the date of Discovery of a Fraudulent Act for which cover is provided under this Policy

8 any loss or losses caused by the fraudulent use of the telephone or other telecommunication system operated by the Policyholder

9 any loss arising directly or indirectly out of War Risks or Terrorism

10 A) Damage to Data which shall include but shall not be limited to
   1) Damage to or corruption of Data whether in whole or in part
   2) unauthorised appropriation of use of access to or modification of Data
   3) unauthorised transmission of Data to any third parties
   4) Damage arising out of any misinterpretation use or misuse of Data

5) Damage arising out of any operator error in respect of Data

B) Damage to the Property Insured arising directly or indirectly from
1) the transmission or impact of any Virus
2) unauthorised access to a System
3) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication
4) Failure of a System
5) anything described in A) above

but in respect of B) 1) B) 2) B) 3) and B) 4) this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded provided that such Damage does not arise by reason of any malicious act or omission

Definitions

Data
Shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Failure of a System
Shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholder's Business activities

Microchip
Shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly includes integrated circuits and microcontrollers

System
Shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Virus
Shall mean programming code designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not

Special Conditions

Application of the Limits of Indemnity

The Company's liability for loss resulting from a Fraudulent Act will not exceed the amounts stated in the Schedule in respect of

1 Any One Claim

2 The Aggregate for all claims under the Policy

The Limit of Indemnity in respect of Any One Claim shall be the amount stated in the Schedule at the time of the occurrence of the Fraudulent Act (or if a series of related acts then the last act in the series)

Where different Limits of Indemnity are stated in the Schedule to apply to different Employees the Limit of Indemnity Any One Claim where two or more Employees are Acting in Collusion shall be the higher or highest of the Limits of Indemnity applicable to those Employees as stated in the Schedule

Irrespective of the number of premiums which shall be paid or payable and the number of years cover shall continue in force under this Policy (or any other insurance substituted by or issued in substitution for this Policy) the liability of the Company in respect of Any One Claim and in the Aggregate shall not be cumulative whether from one Period of Insurance to another Period of Insurance or otherwise

To the extent that the Aggregate Limit of Indemnity for any one Period of Insurance is not exhausted the unused element of the limit will not be available for any other Period of Insurance

Previous Insurance
If this insurance immediately supersedes a Fidelity Insurance effected by the Policyholder (the "Superseded Insurance") the Company will indemnify the Policyholder in respect of any Fraudulent Act Discovered during the continuation of this insurance but committed during the continuation of the Superseded Insurance if the loss is not recoverable thereunder solely because the period allowed for Discovery has expired

Provided that
1 such insurance had been continuously in force from the time of the loss until inception of this insurance
2 the loss would have been insured by this insurance had it been in force at the time of the loss
3 the liability of the Company shall not exceed whichever is the lesser of
A) the amount recoverable under the insurance in force at the time of the loss or
B) the Limits of Indemnity under this insurance

In any event the total liability of the Company in respect of Any One Claim continuing through both the term of the Superseded Insurance and the continuation of this insurance shall not exceed the Limit of Indemnity for Any One Claim stated in the Schedule

The Company's Liability
For all purposes including but not limited to the application of the Limits of Indemnity and consideration of when and how the Policy will respond all parties included in the definition of the Policyholder in the Schedule shall constitute one Policyholder and there shall be only one contract of insurance between that Policyholder and the Company during the Period of Insurance

Conditions Precedent

Applicable only to Fidelity Insurance
It shall be a condition precedent of any liability of the Company under this Section of the Policy that the Policyholder shall ensure compliance in full with each of the following The Insured shall operate or bring into force the minimum standards of control and shall not make any change to any of the minimum standards unless the Company is advised and its written approval obtained.
All employees shall be instructed as to their duties or responsibilities in respect of the minimum standards and be expected to comply.

1 Termination of Employment

Upon the termination of service of any Employee the Employer shall take all reasonable precautions to prevent a Fraudulent Act by that Employee

For these purposes the Employer shall mean any party included within the definition of the Policyholder

2 References

The Policyholder shall ensure that satisfactory written or verbal references are obtained to confirm the honesty of each Employee who will be responsible for Money Tickets Property computer operations or computer programming engaged after commencement of this Policy

Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the Employee is entrusted without supervision

References need not be obtained in respect of Employees who have satisfactorily and continuously served the Policyholder for at least one year in another capacity before being entrusted with the duties referred to above

In respect of Employees joining directly from school or government sponsored youth training schemes one character reference shall be obtained

A written record of any verbal reference shall be made at the time it is obtained and the original copy of each written reference and the record of any verbal reference shall be retained by the Policyholder and shall be made available for inspection by the Company

3 Minimum Standards of Control General

It is a condition precedent to any liability of the Company under the Fidelity Insurance section that all funds transfers with a value of more than £25,000 shall require two manually applied signatures to be added after the amount has been inserted

No funds transfer instruction shall be signed until one such authorised signatory has examined the supporting documentation

4 Telephone or Facsimile Instructions

It is a condition precedent to any liability of the Company under the Fidelity Insurance section that in the case of telephone or facsimile funds transfers that:

A) transfer instructions will be verified in all cases by password or code
and
B) a unique password or code is used by each individual
or
C) any bank dealing with a transfer of funds is required to confirm with a person authorised by the Policyholder before any transfer is commenced the details of such a transfer The call back should be made to a person who is not authorised to initiate or submit transfer requests

All funds transfer documents must be provided to a person authorised by the Policyholder in order that they may check all relevant details

Such instructions to be contained in the mandate to the bank

5 Messenger Delivered Instructions

It is a condition precedent to any liability of the Company under the Fidelity Insurance section that in the case of messenger delivered instructions that:

A) all funds transfer instructions with a value of more than £25,000 shall be signed by two persons authorised to do so by the Policyholder after a funds transfer figure has been inserted No funds transfer instruction shall be signed until one such authorised signatory has examined the supporting documentation
and
B) transfer instructions be verified in all cases by password or code

Such verification procedures to be contained in the mandate to the bank

The Policyholder's bank should submit a list of the Policyholder's funds transfer transactions received and completed on a daily basis to the Policyholder

Such a list should be verified by the Policyholder on the day (or next working day) they are received from the bank by the Policyholder by a person who is not authorised to initiate or send funds transfer instructions

Any payee and final geographical or electronic destination should be confirmed by the bank

6 EFT Computer Terminals

It is a condition precedent to any liability of the Company under the Fidelity Insurance section that access to any computer system operated by the Policyholder is controlled by password

Additional passwords should be used to control different levels of authority

It is a condition precedent to any liability of the Company under the Fidelity Insurance section that passwords allocated to users with access to any electronic funds transfer system be changed each 30 days

No previously used passwords should be accepted by the funds transfer system operated by the Policyholder unless there has been a minimum of 10 different passwords used before a previously used password can be used again

If the secrecy of any password is called into question it must be changed at once

Passwords must always be changed when staff leave or their authority level changes The Policyholder must immediately block any passwords when a member of staff ceases to be employed by the Policyholder or when a authority level changes

It is a condition precedent to any liability of the Company under the Fidelity Insurance section that operator status users should not be permitted to release transfer authorities to the bank A person of higher authority must then check the detail of the funds transfer before the release of any funds

Data entry relating to funds transfers must be controlled by unique passwords held by each individual

7 Computer Cash Management

It is a condition precedent to any liability of the Company under the Fidelity Insurance section that no funds transfers shall be permitted without the following written verification and authorisation procedures:

Dual controls shall be in place for any release of a funds transfer or movement of funds in excess of £25,000

Those tasked with final approval should hold a position of status in the organisation which reflects the control over the assets they have

It is a condition precedent to any liability of the Company under the Fidelity Insurance section that an end of day settlement report should be produced and reconciled against all payments / transactions carried out by the Policyholder's bank and reconciled by the Policyholder

Such a settlement report should be verified on the day (or next working day) it is received from the Policyholder's bank by a person not authorised or responsible for initiating or releasing the transaction in any way

8 Reconciliation

It is a condition precedent to any liability of the Company under the Fidelity Insurance section that Independently of employees responsible bank statements receipts counterfoils and supporting documents shall be checked at least monthly against the cash book entries and the balance tested with cash and unpresented cheques.

9 Cash Receipts

It is a condition precedent to any liability of the Company under the Fidelity Insurance section that Employees receiving cash and cheques in the course of their duties shall be required to remit all monies received and/or bank in full on the day of receipt or next banking day.

10 Auditors

It is a condition precedent to any liability of the Company under the Fidelity Insurance section that the accounts of the Insured including all subsidiary companies shall be examined by external auditors every twelve months.

Extensions

20/80 Extension

In the event that any claim results from or is contributed to by the failure of any employee or employees to comply with any part of the minimum standards of control provided that the Insured can conclusively demonstrate

a) that they had complied with the conditions stated above and
b) such failure was without their knowledge or consent or that of any responsible official

then the Company will pay any claim resulting therefrom but subject to the Insured bearing

a) in addition to the amount of the Insured's Contribution 20% of the amount for which the Company would otherwise have been liable or
b) £ 2,500 in all

whichever shall be the greater

If the minimum standards are evaded by the actual employee or employees committing the theft without the knowledge of some other

person who is a responsible official or of the Insured the claim will be payable without deduction subject otherwise to the terms of the policy.

Section 7 Legal Expenses Insurance

THIS SECTION HAS BEEN DELETED AND IS OF NO FURTHER EFFECT

Section 8 Terrorism Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

Definitions

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

Damage
Shall means accidental loss destruction or damage

Denial of Service Attack
Shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks or network services or network connectivity or information systems

The definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Great Britain
Shall mean England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987)

Hacking
Shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the Policyholder or not

Nuclear Installation
Shall mean 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 or
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 radiations or
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 course of the production or use of nuclear fuel

Nuclear Reactor
Shall mean 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

Private Individual
Shall mean any person other than

a) a Trustee or body of Trustees where insurance is arranged under the terms of a trust
b) a person who owns Residential Property for the purpose of their business as a sole trader

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the title of

the Policyholder includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured

Residential Property
Shall mean houses and blocks of flats and other dwellings (including household contents and personal effects of every description)

Virus or Similar Mechanism
Shall mean any 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

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

Notwithstanding any provisions to the contrary within this Policy the insurance in respect of all items insured by the Insurances shown as operative in the Terrorism Insurance section of the Policy Schedule is extended to include Terrorism Insurance as specified below

This Policy includes Damage or loss resulting from Damage to the Property Insured and consequential loss resulting therefrom insofar and to the extent that it is insured by this Policy whilst situate within the applicable Territory stated below caused by or resulting from an Act of Terrorism provided always that Terrorism Insurance is

A) subject to Exclusions 1 – 4 below

B) not subject to any other exclusions stated in this Policy

provided also that the Company's liability in any one Period of Insurance shall not exceed

A) in the whole the Total Sum Insured

B) in respect of any item its Sum Insured or any other stated Limit of Liability specified in the Schedule or elsewhere in the Policy

whichever is the lower subject always to the Limit of Liability in respect of the Territory stated below after the application of all the provisions of the insurance including any Policyholder's contribution

Territory	**Limit of Liability**
Great Britain	As otherwise specified in this Policy
Elsewhere in the world	Not Insured

Exclusions

Terrorism Insurance does not cover

1 **Riot Civil Commotion War and Allied Risks**
any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

2 **Electronic Risks**
any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Policyholder or not where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

3 **Nuclear Installation or Nuclear Reactor**
any loss whatsoever or any consequential loss resulting or arising from Damage to 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

4 **Nuclear Risks and Chemical Biological and Radiological Contamination**
in respect of Residential Property insured in the name of a Private Individual
any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
a) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
b) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material

c) chemical and/or biological and/or radiological irritants contaminants or pollutants

Special Conditions

1 Any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance

3 If this Policy is subject to any Long Term Agreement / Undertaking it does not apply to Terrorism Insurance

All the terms Definitions provisions conditions and extensions of the Policy apply except in so far as they are hereby expressly varied

Section 9 Professional Indemnity Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

This is a 'claims made' insurance

This insurance covers only claims or losses notified to the Company **during** the Period of Insurance

The Company will reimburse the Policyholder against liability at law for damages and claimant's costs and expenses in respect of claims arising out of the conduct of the Business made against the Policyholder and notified to the Company during any Period of Insurance for

1 **Breach of professional** duty by reason of any neglect error or omission occurring or committed in good faith by

A) the Policyholder

B) any Employee

C) any Agent

D) the Predecessors

E) any other person firm or company acting jointly with the Policyholder

2 **Dishonesty** arising out of any dishonest or fraudulent act or omission on the part of any Employee or Agent provided that

A) no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to reimbursement

B) if the Company so requests the Policyholder shall take all practicable steps to effect recovery from the person committing or condoning such dishonest or fraudulent act or omission or from the legal representatives of such person

C) the following shall be deducted from any amount payable under this insurance

1) any monies which but for such dishonest or fraudulent act or omission would be due from the Policyholder to the person committing or condoning such act or omission

2) any monies held by the Policyholder and belonging to such person

3) any monies recovered following action as described in 2B) above

D) the Company shall not be liable for any claim arising from any dishonest or fraudulent act or omission committed by

1) any person after the discovery in relation to that person of reasonable cause for suspicion of fraud or dishonesty

2) any director of the Policyholder

3 **Libel and slander** committed in good faith by any partner former partner or principal of the Policyholder or any Agent Employee or the Predecessors

In addition the following insurance will be provided

4 **Loss of or damage to Documents**
Despite Exclusion 3 the Company will in the event of loss of or damage to Documents occurring in the course of the conduct of the Business and advised to the Company during any Period of Insurance reimburse the Policyholder in respect of

A) all sums which the Policyholder shall become liable at law to pay in consequence of such loss or damage
B) all costs and expenses incurred by the Policyholder in replacing or restoring such Documents up to a maximum of £50,000 during any Period of Insurance

Provided that such loss or damage is sustained while the Documents are either in transit or in the custody of the Policyholder or of any person to whom the Policyholder has entrusted them

Limit of Liability applying to Insurance Clauses 1-4

The liability of the Company shall not exceed the Limit of Liability specified in the Schedule Provided that where the Company is liable to reimburse more than one person firm company or body the total amount of reimbursement payable under this insurance shall not exceed the Limit of Liability

5 **Compensation for court attendance**
In the event of the legal advisers acting on behalf of the Policyholder with the consent of the Company requiring any of the Policyholder to attend court as a witness in connection with a claim made against the Policyholder and notified under this insurance the Company will provide compensation at the following rates for each day on which attendance is required

A)	Any principal partner or director of the Policyholder	£200
B)	Any Employee	£100

6 Other costs
The Company will in addition pay all other costs and expenses (other than costs incurred in endeavouring to effect recovery in accordance with provision B) of Insurance Clause 2) which are incurred by the Company or by the Policyholder with the Company's written consent in connection with any claim made against the Policyholder and notified under this insurance

Provided that if the amount of such claim exceeds the amount available under this insurance the liability of the Company for other costs and expenses shall be only that proportion which the amount available bears to the total amount payable to dispose of such claim

The Policyholders Contribution shall not apply to Other costs

Exclusions

The Company shall **not be liable** in respect of

1 the Policyholders Contribution

2 any liability arising out of the death disease or illness of or bodily injury to an Employee arising out of and in the course of his employment for or on behalf of the Policyholder

3 any liability arising out of the death disease or illness of or bodily injury to any other person or loss of or damage to property unless arising out of advice design specification or omission to perform a professional duty

4 any claim arising from the provision of advice design or specification where the Policyholder contracts to

A) manufacture construct erect or install or
B) supply materials or equipment

5 any claim arising from an agreement by the Policyholder to pay penalties or liquidated damages in so far as liability under such agreement exceeds the amount of the Policyholders liability in the absence of such agreement

6 any claim arising from any breach of any obligation owed by the Policyholder as employer to any Employee or former Employee

7 the consequence of any circumstance
A) notified under any policy which was in force prior to the inception of this insurance or
B) known to the Policyholder at the inception of this insurance which might reasonably be expected to produce a claim

8 A) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

B) loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

9 any claim arising out of connected to refunds of any nature.

10 any claim or cost or expense arising out of, or based upon, or attributable to any trading debt or personal debt of the Policyholder

Definitions

For the purposes of Professional Indemnity Insurance only

1 **Policyholders Contribution**
Shall mean the amount for which the Policyholder is responsible under Insurance Clauses 1 2 and 4A) of this insurance in respect of any one claim made against the Policyholder for damages and claimant's costs and expenses All claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one claim

2 **Employee**
Shall mean any person including any trainee or consultant under a contract of service with the Policyholder or the Predecessors at the time of any neglect error or omission giving rise to a claim against the Policyholder

3 **Agent**
Shall mean any person or firm including sub-consultants directly appointed by the Policyholder or the Predecessors to act on their behalf

4 **Predecessors**
Shall mean any person practice or other firm to which the Policyholder has succeeded

5 **The Policyholder**
Shall mean the Policyholder as named in the Schedule The following will be reimbursed in like manner to the Policyholder in respect of claims arising out of the conduct of the Business or that of the Predecessors provided that each shall as though the Policyholder observe and be subject to the terms of this insurance so far as they can apply

A) any partner or former partner of the Policyholder or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of liability at law incurred by such partner or former partner

B) at the Policyholders request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of liability at law incurred by such Employee

6 **Documents**
Shall mean all
A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
B) computer systems records
the property of the Policyholder or for which the Policyholder is responsible

Extensions

The following Extension(s) of Cover is provided only if specified as Insured in the Policy Schedule

Sale of Insurance Extension
In respect of any claim or claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving mediation activities of general insurance for which the Insured has been granted permission by the Financial Conduct Authority or is an Appointed Representative

A. the liability of the Company for damages claimant's costs and expenses and all other costs and expenses incurred by the

Company or by the Insured with the Company's written consent arising out of all claims in the aggregate notified during any Period of Insurance shall not exceed the limit as stated in the Policy Schedule

In the event of any reduction in the Limit of Liability on account of any claim the Limit of Liability shall be automatically reinstated subject to the Company's liability for any one claim not exceeding the Limit of Liability and the maximum payable under this insurance during any Period of Insurance being limited to twice the amount of the Limit of Liability

All claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one claim

B. the Insured's Contribution is as stated in the Schedule

C. the Company shall not be liable in respect of any claims or costs and expenses arising out of
   1. the failure to provide finance
   2. the provision of financial or investment advice
   3. the insolvency or bankruptcy of the Insured any Agent of the Insured or any insurance company

Special Benefits

For the purposes of Professional Indemnity Insurance only

1 In the event of the Company being entitled to avoid this insurance from inception or from the time of any variation in cover (including at renewal) the Company may at its discretion maintain this insurance in full force but exclude the consequences of any matter which ought to have been disclosed at inception or at the time of any variation in cover (including at renewal)

2 In the event of non-disclosure or misrepresentation at any renewal the Company will waive its rights to avoid this insurance provided that
   A) the Policyholder is able to establish to the satisfaction of the Company that such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive
   B) the Premium and terms shall be adjusted at the discretion of the Company to those which would have applied had such circumstances been disclosed
   C) where the Policyholder should have notified during a preceding Period of Insurance either a claim made against the Policyholder or circumstances which could give rise to a claim and the indemnity or cover to which the Policyholder would have been entitled was in any way more restricted than that provided at the date of notification the Company shall be liable only to the extent applicable during such preceding Period of Insurance

   For the purposes of this Special Benefit this insurance shall be considered to be a renewal of any immediately preceding Professional Indemnity policy issued by the Company under which the Policyholder was entitled to indemnity

3 The Company shall not avoid any claim on the grounds of the breach of Conditions 1 or 2 of this insurance subject to provision C) in Special Benefit 2 but where in the opinion of the Company the Policyholder has prejudiced the handling or settlement of any claim the amount payable in respect of such claim (including costs and expenses) shall be reduced to such sum as in the Company's opinion would have been payable in the absence of such prejudice

Claim Conditions

For the purposes of Professional Indemnity Insurance only

1 The Policyholder shall give written notice to the Company (regardless of the Policyholders Contribution) as soon as practicably possible after becoming aware of circumstances which might reasonably be expected to produce a claim against the Policyholder or loss irrespective of the Policyholders views as to the validity of such claim or on receiving information of such a claim for which there may be liability under this insurance Any such claim or loss arising from such circumstances shall be considered to have been made in the Period of Insurance in which such notice has been given

2 Every letter claim writ summons and process shall be forwarded to the Company as soon as practicably possible on receipt No admission offer promise payment or reimbursement shall be made or given by or on behalf of the Policyholder without the written consent of the Company

3 The Company shall be entitled to take over and conduct in the name of the Policyholder the defence or settlement of any claim or to prosecute in the name of the Policyholder for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

4 The Policyholder shall give all such assistance as the Company may require but the Policyholder shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Policyholder and the Company a similar authority) shall advise that such proceedings could be contested with the probability of success

5 In connection with any claims against the Policyholder the Company may at any time pay to the Policyholder the Limit of Liability (after deduction of any sums already paid during the Period of Insurance) or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for costs and expenses for which the Company may be responsible under this insurance in respect of matters prior to the date of such payment

6 If at the time any claim arises under this insurance the Policyholder is or would but for the existence of this insurance be entitled to reimbursement under any other policy or policies the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected

Section 10 Directors and Officers Insurance

THIS SECTION APPLIES ONLY WHERE SHOWN AS INSURED IN THE SCHEDULE

Claim Notification
Conditions that apply to this Section of the Policy and in the event of a claim are set out in this Section. It is important that the Policyholder comply with all policy conditions and the Policyholder should familiarise itself with any requirements. Directions for claim notification are included under Claims Conditions.

This information requested with the Claims Conditions will enable the Insurer to make an initial evaluation on policy liability and claim value. The Insurer may, however, request additional information depending upon circumstances. Sometimes the Insurer, or someone acting on its behalf, may wish to meet with the Policyholder to discuss the circumstances of the claim, or to undertake further investigations.

Initially a notification of any claim should be sent to the Insurer

I. DIRECTORS & OFFICERS LIABILITY

THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE INSURED AND NOTIFIED TO THE INSURER DURING THE POLICY PERIOD OR APPLICABLE DISCOVERY PERIOD

A Directors & Officers Liability Insuring Clauses

1 **Directors and Officers Liability Cover**
The Insurer shall pay, on behalf of any insured Persons, loss arising from claims first made during the Policy Period for which the company has not provided an coverage to that insured Person for such loss.

2 **Company Reimbursement Cover**
The insurer shall pay, on behalf of the company, loss arising from claims first made during the Policy Period if, and to the extent that, the company is legally required and permitted to cover and has provided an reimbursement to an Insured Person for such loss, provided that the insurer shall not be liable for and the company shall be liable to pay any applicable retention.

3 **Employment Wrongful Acts**
The Insurer shall pay, on behalf of any Insured Persons, loss arising from claims first made during the Policy Period for employment Wrongful Acts against the insured Persons. However, the Insurer shall not be liable for loss arising out of any USA claim for an employment Wrongful Act.

B Directors & Officers Limit of Liability

The Limit of Liability purchased as provided in the Policy Schedule shall be the maximum liability of the Insurer for loss arising from all claims and any one claim and any related claims first made during the Policy Period or any applicable discovery period. For the avoidance of doubt a separate Limit of Liability shall apply in respect of Claims under this Directors & Officers Liability Policy section.

(i) The insurers liability for loss sustained or loss arising out of any one claim and any related claims sustained by any or all insured under this Insurance shall not exceed the limit of liability.

C Directors & Officers Extensions

The maximum liability of the insurer during the Policy Period under each Extension shall be subject to the maximum limit as detailed in b. directors & officers limit of liability unless specified otherwise below.

1 **Civil Fines and Penalties**
This Policy will pay any civil fine or penalty imposed upon an Insured Person by any United Kingdom regulator, disciplinary body, criminal authority, government body, government agency, official trade body or any other body that is empowered by United Kingdom statute to investigate the affairs of an Insured, as a direct result of such person acting in their capacity as an Insured Person unless that civil fine or penalty is considered uninsurable under United Kingdom law.

2 **Compensation for Court Attendance**
In the event of the legal advisers acting on behalf of the Insured, with the consent of the Insurer, requiring any director of the Insured to attend any court tribunal, arbitration, adjudication, mediation or other hearing as a witness in connection with a claim made against the Insured and notified under this Policy the Insurer will provide compensation to the Insured at the rate of £250 per person for each day on which attendance is required.

The maximum liability of the Insurer during the Policy Period under this Extension shall be the lesser of 10% of the Limit of Liability or the maximum aggregate sub-limit of £100,000.

3 **Corporate Manslaughter / Homicide Act 2007**
The Insurer shall pay that part of loss on behalf of any Insured which relates to defence costs only incurred by any Insured in respect of any criminal proceedings relating to corporate manslaughter (or other similar or equivalent criminal offence in any jurisdiction in which the company operates) resulting from a wrongful act or investigation.

For the purposes of this Extension defence costs shall not include costs relating to any publicity or remedial orders imposed by any court (or similar or equivalent judicial remedial or punitive measure imposed in any jurisdiction in which the company operates).

4 **Crisis & Regulatory Event**
The Insurer shall pay costs (including for example lawyers' and agents' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of the insured Persons or employees of the company) incurred with its prior written consent in respect of fees incurred by the insured to employ the services of an external public relations consultant, crisis management firm or law firm solely to provide guidance to minimise or limit adverse publicity which is anticipated which may otherwise develop into a claim or investigation.

The Insurer shall not unreasonably withhold its consent to the incurring of costs and expenses under this Extension

The maximum liability of the Insurer during the Policy Period under this Extension shall be the lesser of 10% of the Limit of Liability or the maximum aggregate sub-limit of £100,000.

5 **Deprivation of Assets**
The Insurer shall be liable for deprivation of asset expenses and expenses (other than regular or overtime wages, salaries, fees or benefits of the insured Persons or employees of the company) in excess of the applicable retention under insuring clauses A.1Directors & Officers Liability. or A.2. Company Reimbursement Cover incurred with its prior written consent.

The maximum liability of the Insurer during the Policy Period under this Extension shall be the lesser of 10% of the Limit of Liability or the maximum aggregate Sub-limit of £100,000.

6 **Emergency Costs and Expenses**
In the event that the Insured are unable to reasonably obtain the Insurer's prior written consent to incur defence costs the Insurer shall retrospectively approve such costs, less any applicable retention, provided such costs are notified to the insurer as soon as practicably possible after they are incurred.

The maximum liability of the Insurer during the Policy Period under this Extension shall be the lesser of 10% of the Limit of Liability or the maximum aggregate sub-limit of £50,000.

This Extension shall not apply in addition to any other Extension for any loss, claim or related Claim.

7 **Investigation Defence Costs**
The Insurer shall pay that part of loss which relates to defence costs only on behalf of any Insured Person incurred by any Insured Person in defending themselves due to any notice of an investigation commenced by the filing of a notice of charge, formal investigative order, questionnaire or similar document.

The Insurer shall not pay under this Extension any remuneration of any Insured Person, for the cost of their time, or any costs or overheads incurred by any company, except for those provided for under this Extension.

8 **Management Buy-Outs**
In the event of a subsidiary of the company ceasing to be owned by the company as a result of a buy-out by existing management the Insurer agrees to maintain this Policy in respect of such subsidiary for a period of 30 days from the date of the buy-out for Wrongful Acts committed subsequent to the buy-out. This Extension shall be excess of any other insurance in force which provides cover in respect of such Wrongful Acts and shall apply to existing directors of the original subsidiary only.

The maximum liability of the Insurer during the Policy Period under this Extension shall be the lesser of 10% of the Limit of Liability or the maximum aggregate sub-limit of £100,000.

9 **Mental Anguish or Emotional Distress**
The Insurer shall pay that part of loss which relates to defence costs only on behalf of any Insured Person, subject to the maximum aggregate Sub-limit specified in the Policy Schedule incurred by any Insured Person in defending themselves in relation to any actual or alleged mental anguish or emotional distress caused by an Insured Person in their capacity as a director or officer against a past, present or prospective employee or non-executive director of the company for any employment Wrongful Act.

10 **Outside Directorship / Entities**
The Insurer shall pay loss on behalf of any Insured Person and any employee of the company, who at the specific request of the company was, is, or becomes during the Policy Period a director, officer, trustee, governor or occupies a position of equivalent status, of any outside entity, for claims against them in respect of a Wrongful Act committed or attempted by such Insured Persons or employees in their respective capacities as directors, officers, trustees, governors or positions of equivalent status, of such outside entity.

This Extension shall be excess of any coverage provided by the outside entity and any valid and collectible directors and officers liability insurance in respect of the outside entity.

This extension shall not apply to USA claims.

11 **Personal Liability for Unpaid Taxes following Insolvency**
The Insurer shall pay on behalf of the Insured Persons that part of loss arising from their personal liability for unpaid taxes where the company has become insolvent except to the extent such liability arises from improper personal financial gain, fraud and dishonesty or wilful intent of the Insured Person to breach any statutory duty governing the payment of taxes.

The maximum liability of the Insurer during the Policy Period under this Extension shall be the lesser of 10% of the Limit of Liability or the maximum aggregate Sub-limit of £100,000.

12 **Pollution**
The Insurer shall pay that part of loss which relates to defence costs only on behalf of any Insured incurred by any Insured in defending themselves against criminal or regulatory proceedings in respect of Pollution of any kind which results from a wrongful act.

This Extension shall not apply to any USA claim.

13 **Retired and Former Directors**

(a) In the event that any Insured Person retires as a director or officer from the company prior to the expiry of the Policy Period such insured Person shall be entitled to a free discovery Period for a period of 72 months after the expiry of the Policy Period, provided always that this Discovery Period shall not apply where the Policyholder renews or replaces this Policy (whether with the Insurer or otherwise) or where a discovery Period has been activated in accordance with Policy Condition G. Discovery Period, of this Policy.

(b) In the event that any Insured Person ceases to be a director or officer during the Policy Period for reasons other than retirement excluding:

(i) disqualification from holding the office of director;
(ii) being dismissed from their position;
(iii) due to the acquisition, merger or winding up of the Policyholder as detailed under Policy Condition N. Transactions Changing Coverage; or
(iv) due to the Policyholder being wound up,

such Insured Person shall be entitled to a free discovery Period of 180 days after the expiry of the Policy Period, provided always that this Discovery Period shall not apply where the Policyholder renews or replaces this Policy (whether with the Insurer or otherwise) or where a discovery Period has been activated in accordance with Policy Condition G. Discovery Period, of this Policy.

14 **Shareholder Action deriving from Pollution**

The Insurer shall pay loss on behalf of the Insured Persons in respect of civil proceedings brought by any shareholder or bondholder of the company, either directly or derivatively, alleging loss in the value of the share capital of the company by reason of Pollution of any kind which results from a Wrongful Act, unless on or before the original inception date any Insured Person or any employee of the company whose responsibilities include environmental control or compliance knew or should reasonably have foreseen that a circumstance existed which could have given rise to a claim against the company or any Insured Person.

This Extension shall not apply to any USA claim

15 **Shareholder Claim Cover**

The Insurer shall pay, on behalf of the company, costs (including for example lawyers' and agents' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of the Insured Persons or employees of the company) incurred by a shareholder in pursuing a claim in the name of the company against a director or officer and which the company is liable to pay in accordance with an order of court, provided such claim was first made during the Policy Period.

Any costs and expenses incurred by a shareholder under this Extension shall be considered as loss for the purposes of applying any exclusion.

The Insurer shall not unreasonably withhold its consent to the incurring of costs and expenses under this Extension.

16 **Spouses**

If a claim against an Insured Person includes a claim against the Insured Person's Spouse solely by reason of;

(i) such Spouse's legal status as a Spouse of the Insured Person; or
(ii) such Spouse's ownership interest in property which the claimant seeks as recovery for claims made against the Insured Person,

all loss which such spouse becomes legally obliged to pay by reason of such claim shall be treated for the purposes of this Policy as loss which the Insured Person becomes legally obliged to pay on account of the claims made against the Insured Person.

All terms and conditions of this Policy, including without limitation the retention, applicable to loss incurred by such Insured Person in the claim shall also apply to such spousal loss. This coverage does not apply to the extent the claim alleges any Wrongful Act or omission by the insured Person's Spouse.

D **Directors & Officers Exclusions**

The Insurer shall not be liable for loss:

1 **Insured vs Insured Exclusion** (USA Claims)

in respect of any USA claim made or instigated against an Insured Person (whether in the name of the company or not) by another Insured Person, provided that this Exclusion (Insured vs Insured Exclusion (USA Claims) shall not apply to:

(a) any claim brought by any Insured Person solely for a contribution or cover in respect of a claim brought against such other Insured Person and which is otherwise covered under this Policy;
(b) any claim brought by an Insured Person who, at the date of instigating such claim, is a former director, officer or employee of the company;
(c) any claim brought in the name of the company as a shareholders' derivative action, provided that such claim is not solicited or assisted by any Insured Person; or
(d) any claim brought in the name of the company by a liquidator, administrator, administrative receiver or receiver, provided that such claim is not solicited or assisted by any Insured Person;
(e) defence costs.

II. CORPORATE LIABILITY

A **Corporate Liability Insuring Clause**
The Insurer shall pay, on behalf of the company, loss arising from claims first made during the Policy Period.

B **Corporate Liability Limit of Liability**
The Limit of Liability purchased as provided under II. Corporate Liability in the Policy Schedule shall be the maximum aggregate liability of the Insurer for loss arising from all claims and all related claims first made during the Policy Period or any applicable Discovery Period. For the avoidance of doubt a separate aggregate Limit of Liability shall apply to this Policy section.

(i) The Limit of Liability shall not apply separately for each insured.

(ii) The Insurer's liability for loss sustained or loss arising out of any one claim and all related claims sustained by any or all Insureds shall not exceed the amount for which the insurer would have been liable had all such loss been suffered by any one Insured.

C **Corporate Liability Extensions**
The maximum liability of the Insurer during the Policy Period under each Extension shall be subject to the maximum aggregate limit as detailed in B. Corporate Liability Limit of Liability unless specified otherwise below:

The Insurer shall pay on behalf of the company:

1 **Contractual Liability Defence Costs**
Defence costs arising from or in connection with a Wrongful Act.

The maximum liability of the Insurer during the Policy Period under this Extension shall be the lesser of 10% of the Limit of Liability or the maximum aggregate Sub-limit of £100,000.

2 **Corporate Manslaughter / Homicide Act 2007**
The Insurer shall pay that part of loss on behalf of any Insured which relates to defence costs only subject to the aggregate Sub-limit specified in the Policy Schedule incurred by any Insured in respect of any criminal proceedings relating to corporate manslaughter (or other similar or equivalent criminal offence in any jurisdiction in which the company operates) resulting from a Wrongful Act or investigation.

For the purposes of this Extension, defence costs shall not include costs relating to any publicity or remedial orders imposed by any court (or similar or equivalent judicial remedial or punitive measure imposed in any jurisdiction in which the company operates).

3 **Emergency Costs and Expenses**
In the event that the Insured are unable to reasonably obtain the Insurer's prior written consent to incur defence costs the Insurer shall retrospectively approve such costs, less any applicable retention, provided such costs are notified to the Insurer as soon as practicably possible after they are incurred.

The maximum liability of the Insurer during the Policy Period under this Extension shall be the lesser of 5% of the Limit of Liability or the maximum aggregate sub-limit of £50,000.

4 **Pollution**
The Insurer shall pay that part of the loss which relates to defence costs only on behalf of any Insured, incurred by any Insured in defending themselves against criminal or regulatory proceedings in respect of Pollution of any kind which results from a Wrongful Act. This Extension shall not apply to any USA claim.

5 **Social Media Public Relations Consultancy Fees**
The Insurer shall pay the costs and expenses for public relations consultancy fees incurred by a company directly to mitigate the adverse effect or potentially adverse effect on that company's reputation due to negative publicity regarding alleged business practices posted on internet based social media platforms or websites.

The maximum liability of the Insurer during the Policy Period under this Extension shall be the lesser of 10% of the Limit of Liability or the maximum aggregate Sub-limit of £100,000.

The Insurer shall not unreasonably withhold its consent to the incurring of costs and expenses under any of the above Extensions.

D **Corporate Liability Exclusions**
The Insurer shall not be liable for loss:

1 **Contractual Liability**
for any actual or alleged contractual liability of any company under any express, oral, written or implied contracts or agreements provided, however, that this Exclusion shall not apply in respect of such defence costs provided by Extension C.1. Contractual Liability Defence Costs;

2 **Employment Wrongful Act**
for any actual or alleged liability relating to or arising out of in any way an employment wrongful act;

3 **Pension Trusteeship or Administration**
directly or indirectly based on, arising out of, or in any way involving the trusteeship or administration by any insured of any pension plan, programme or scheme or other employee benefit programme or any insured acting in a fiduciary capacity in respect thereof, including any obligation incurred under the Pensions Act 1995, Pensions Act 2004, or for any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (USA) or any regulations promulgated there or within any similar or equivalent law or regulation, provided that this Exclusion shall not apply to loss arising from a claim for retaliation.

4 **Pollution**
directly or indirectly based on, arising out of, or in any way involving:

(a) Pollution;
(b) any direction or request that any Insureds test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, or any voluntary decision to do so, including without limitation any claim for financial loss to the company, its shareholders, bondholders or its creditors based on, arising out of, or in any way involving the matters described in this Exclusion.

5 **Professional Services**
arising out of professional services undertaken by or on behalf of the company.

6 **Unfair Trade Practices**
for any actual or alleged violation of any law, whether statutory, regulatory or common law, with respect to any of the following activities: anti-trust, business competition, unfair trade practices or tortious interference in another's business or contractual relationships.

7 **Workers Compensation**
for any actual or alleged liability relating to workers compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits, pension benefits or any similar law or obligation whatsoever.

III. EMPLOYMENT PRACTICES LIABILITY

A **Employment Practices Liability Insuring Clause**
The Insurer shall pay, on behalf of the company, loss arising from claims first made during the Policy Period for employment wrongful acts against the company where such claim is brought by:

1 an employee or prospective employee;
2 a partner or prospective partner of the insured;
3 a director, non-executive director or officer or prospective director, prospective non-executive director or prospective officer of any company;
4 a natural person at work (whether self employed or employed by an organisation other than the company) provided such natural person is providing services to the company on premises owned and occupied by the company;
5 (in respect of an investigation) the Equal Opportunities Commission, the Commission for Racial Equality, the Disability Rights Commission or any other officially recognised regulatory, professional, or trade body, or any similar or equivalent body.

However, the insurer shall not be liable for loss arising out of any USA claim for an employment Wrongful Act.

B **Employment Practices Limit of Liability**
The Limit of Liability purchased as provided under Employment Practices Liability in the Policy Schedule shall be the maximum aggregate liability of the Insurer for loss arising from all claims and all related claims first made during the Policy Period or any applicable discovery Period. For the avoidance of doubt a separate aggregate Limit of Liability shall apply to this Policy section.

(a) The Limit of Liability shall not apply separately for each company;
(b) The Insurer's liability for loss sustained or loss arising out of any one claim and all related claims sustained by any or all companies shall not exceed the amount for which the Insurer would have been liable had all such loss been suffered by any one company

C **Employment Practices Liability Exclusions**
1 Exclusions applicable to all **Loss**

The insurer shall not be liable for loss:

(a) **Pension Trustee liability**
directly or indirectly based on, arising out of or in any way involving the trusteeship or administration by an Insured of any pension, profit share or other employee benefit programme or an Insured acting in a fiduciary capacity in respect thereof including any obligation incurred under the Pensions Act 1995 or Pensions Act 2004;

(b) **Strikes, Collective Redundancies, Labour Disputes**
directly or indirectly based on, arising out of or in any way involving any claim incurred as a result of strikes, obligations to consult representatives and employees in relation to collective redundancies, lockouts, trade union disputes, labour disputes or negotiations or other similar actions including for example disputes in respect of recognition;

(c) **Violation of Health & Safety, Workers' Compensation or Similar Law**
directly or indirectly based on, arising out of or in any way involving an actual or alleged violation of the responsibilities, obligations or duties imposed by any law governing health and safety, workers' compensation, unemployment insurance, social security, disability benefits or similar law

provided however that Exclusions C.1.(b), and C.1.(c) above shall not apply, and cover shall be provided under Employment Practices Liability Insuring Clause, where a claim relates to any actual or alleged retaliatory treatment of the claimant by the company arising from the claimant's exercise of rights in accordance with any of the regulations or activities set out in Exclusions C.1.(b).

2 **Exclusions Applicable to Loss, Other Than Defence Costs**
The Insurer shall not be liable for loss other than defence costs, directly or indirectly based on, arising out of, or in any way involving:

(a) **Accommodation for Disabled Persons**
costs incurred by the company to make any reasonable accommodation for any disabled person in respect of working practices or otherwise;

(b) Breach of Employment Contract, Breach of Minimum Wage Legislation for Benefits Due to Employees

Liability for:

(i) payment of wages or any other form of payment due under a contract of employment or otherwise, (including compensation payable in respect of contractual or statutory notice periods and contractual or statutory payments due on redundancy) or liability for awards of damages for breach of, or for the payment of a debt under, an employee's contract of employment, provided that this Exclusion shall not apply to the extent that any breach of an employee's contract of employment relates to a breach of any disciplinary or grievance procedures or equal opportunities policy;

(ii) repayment of deductions wrongfully made from salary, wages or Benefits or from any other form of payment due under the contract of employment;

(iii) breach of any obligation in accordance with any minimum wage legislation, save that this Exclusion shall not apply, and cover shall be provided under Insuring Clause A. Employment Practices Liability Insuring Clause, where a claim relates to any actual or alleged retaliation in connection with such breach; or

(iv) payment of Benefits due to an employee from the Insured or otherwise or to become due or the equivalent value of such Benefits, provided that this Exclusion shall not apply to the extent that such loss relates to a USA claim and:

(a) constitutes the value of any actual or alleged wrongfully denied family or medical leave; or

(b) is on account of any claim for actual or alleged wrongful dismissal, discharge or termination of employment.

IV. EXCLUSIONS

A exclusions applicable to all insuring clauses

The Insurer shall not be liable for loss:

1 **Bodily Injury/Property Damage**
for bodily injury, mental anguish or emotional distress, illness, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof.

2 **Dishonesty or Illegal Profits**
directly or indirectly based on, arising out of, or in any way involving:

(a) **Fraud or Dishonesty**
any dishonesty or fraud found by way of any judgment or other final adjudication to have been committed by any insured;

(b) **Illegal Profit or Advantage**
any insured found by way of judgment or other final adjudication to have gained any profit or advantage or to have received any remuneration to which he was not legally entitled.

The provisions of Claims Condition B. Allocation shall apply to this Exclusion to the extent that the application of this Exclusion shall establish that defence costs are not covered under this Policy.

B **Severability of Exclusions**
No fact pertaining to or knowledge possessed by any insured shall be imputed to any other insured for the purposes of applying any Exclusions.

V. CONDITIONS

A **Acquisition or Creation of Subsidiary**

(a) Subject to Policy Condition A. (b), if any company creates or acquires, during the Policy Period, a new subsidiary (either directly or indirectly), the new subsidiary shall be automatically covered under this Policy in relation to Wrongful Acts committed or alleged to have been committed after the date the new subsidiary was created or acquired by the company subject to the provisions of Policy Condition A.(c).

The company shall not have to provide the Insurer with any particulars of the new subsidiary until the next renewal date following creation or acquisition of the subsidiary, provided always that if such new subsidiary employs any person in USA, then the provisions of Directors and Officers Exclusion D.1. shall apply.

(b) Automatic coverage in accordance with Policy Condition A.(a) above shall not apply where a new subsidiary created or acquired by any company:

(i) has gross consolidated assets that increase the gross consolidated assets of the company by more than fifty per cent (50%) (by reference to the company's most recent consolidated annual accounts); or

(ii) is a financial institution; or

(iii) has any of its securities listed on any exchange; or

(iv) is situated outside of the United Kingdom and in a country in which the company does not already hold a subsidiary; or

(v) has increased the number of employees by more than 50% in the Policy Period.

(c) If any company acquires or creates a subsidiary that falls within the parameters specified in Extension A.(b), then cover shall be extended to such new subsidiary in relation to wrongful acts committed or alleged to have been committed after the date the new subsidiary was created or acquired by the company, provided that, and as an important condition to such cover being provided, the Insured:

(i) gives the insurer written notice of any such creation or acquisition as soon as practicably possible, together with such additional information as the insurer may require;

(ii) accepts any notified alteration in the terms of this Policy; and

(iii) pays any additional premium required by the Insurer.

Subject to these important conditions having been met, the Insurer shall include the new subsidiary within the scope of this Policy by way of endorsement.

In the event of breach of this condition, the Insurer shall have no liability under this policy, unless the Insured shows that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

The Insurer may consider the provision of retroactive cover for any new subsidiary in respect of Wrongful Acts committed or alleged to have been committed prior to the date of any such acquisition or creation upon specific request.

If the Insurer, at its absolute discretion, agrees to provide such cover it shall be recorded by way of endorsement.

B **Alteration and Assignment**
No change in, modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy and issued by the Insurer.

C **Acquisitions Prior to the Policy Period**
If a new subsidiary has been acquired by the company prior to the Policy Period, such subsidiary shall be covered under this Policy only for loss in relation to Wrongful Acts committed or alleged to have been committed after the date on which such subsidiary was acquired by the company, and committed during the Policy Period.

D **Arbitration**
Any dispute arising out of or in connection with this Policy shall be referred to a sole arbitrator, who shall be a Queen's Counsel specialising in insurance law. The sole arbitrator shall be appointed by agreement between the parties or, failing such agreement within 30 days of one party receiving written notice of a nomination being made by the other party, by the Chairman for the time being of the Bar Council. The arbitration shall be held in London and in the English language.

E **Authorisation Clause**
It is an important condition of this Policy that the Policyholder shall act on behalf of all Insureds with respect to the giving and receiving of notice of any claim or circumstance, the payment of premiums and the receiving of any return premiums that may become due under this Policy, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this Policy (except the giving of notice to apply for the discovery Period), and the insureds agree that the Policyholder shall so act on their behalf. In the event of breach of this condition, the Insurer shall have no liability under this policy, unless the Insured show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

F **Defence Costs**
Defence costs incurred by the Insurer, or by the Insured with the written consent of the Insurer, are part of and not in addition to the applicable Limit of Liability and the payment by the Insurer of defence costs reduces such Limit of Liability.

G **Discovery Period**
The purchase of any discovery Period shall not increase or reinstate the applicable Limit of Liability, which shall be the insurers maximum liability for the Policy Period and discovery Period, combined.

The Insured Persons or the Policyholder shall be entitled to elect a discovery Period on the terms set out below if:

(a) the Insurer declines to offer any terms for renewal of this Policy; or
(b) the Policyholder makes a specific written request to the Insurer for such discovery Period, which is accepted by the Insurer.

The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute the Insurer declining to renew.

The standard terms of the iscovery Period shall be 12 months for one hundred per cent (100%) of that part of the full annual Premium payable in respect of this Policy.

Options to purchase up to 72 months may be available but shall be at the Insurers sole discretion.

The application to elect any Discovery Period must be received by the Insurer within 30 days of the expiry of the Policy Period, and payment of the premium, if applicable, must be made within 30 days of the expiry of the Policy Period (such premium being non-refundable). For the avoidance of doubt, any time delay between the expiry of the Policy Period and the election of any Discovery Period shall be part of and not in addition to the Discovery Period elected.

If a merger takes place, the Policyholder shall not be entitled to purchase a Discovery Period on the terms set out in this Extension, however the Policyholder within 30 days

of the expiry of the Policy Period may request a quotation from the Insurer for a Discovery Period. The Insurer shall consider such request and may, at its absolute discretion, offer a Discovery Period on such terms as the Insurer may reasonably consider appropriate.

During the 30 day application period referred to above and during any Discovery Period and without prejudice to VI. Claims Condition A.2., the Insured Persons and the Policyholder may continue to notify claims to the Insurer but only in respect of Wrongful Acts committed prior to the expiry of the Policy Period.

H **Interpretation of Legal References**

Any legal references within this Policy shall include any equivalent legal provision in the jurisdiction of ordinary residence of the Policyholder or location of the risk Insured, provided that such jurisdiction falls within the territorial scope of this Policy.

I **Partial Invalidity**

Should any provision of this Policy be, or become, invalid or unenforceable in accordance with the law to which this Policy is subject, such provision shall be considered to be deleted and all other terms and conditions of this Policy shall remain in full force and effect.

2 **Severability**

(a) Other than with respect to sub-section 2.(b) below, the Proposal shall be construed as a separate application for cover by each of the Insureds with respect to the statements, representations and declarations contained therein. No fact relating to, or statement of, or knowledge possessed by, any Insured shall be imputed to any other Insured for the purpose of determining the availability of cover.

(b) The Insureds agree that in the event that any statements or representations made in the Proposal are inaccurate or incomplete, the Insurer shall be entitled to avoid the relevant Insuring Clause with respect to any of the following insureds:

(i) any natural person insured or any executive officer of the insured who knew the facts that were not fully and accurately disclosed in the Proposal; or

(ii) any Insured that is a corporation, partnership or sole trader, where any partner, member or principal respectively who knew the facts that were not fully and accurately disclosed in the Proposal.

3 **Waiver of Rights**

The Insurer confirms that this Policy will not be rescinded for any misrepresentation or non-disclosure however, in the event of any such misrepresentation or non-disclosure then any insured Persons who knew of such misrepresentation or non-disclosure shall have no cover under this Policy. Furthermore no cover will be provided for the company where the company has a requirement, legally or otherwise, to cover such Insured Persons whom had such knowledge of misrepresentation or non-disclosure.

J **Retentions**

(a) The Insurer's liability under this Policy for loss arising from any single claim and all related claims shall apply only to that part of such loss which is excess of the applicable retention stated in this Policy Schedule. The insured shall bear at their own risk the amount of any applicable retention in respect of each and every claim and related claim.

(b) Any USA retention (if applicable) shall apply to each and every USA claim.

(c) If the company is permitted or required to cover the Insured Persons in respect of any loss suffered by them but fails to do so, the Insurer shall pay such loss directly to the Insured Persons on behalf of the company, provided that the company shall be liable to pay any applicable retention.

(d) Any retention borne by an insured in respect of any claim shall be reimbursed by the insurer if final judgment or adjudication is given in favour of an insured by a court or tribunal of competent jurisdiction. For the purposes of this condition, final judgment or adjudication shall only be adjudged to have been given when all rights of appeal to higher courts or tribunals have been foregone or exhausted.

(e) Any retention does not form part of the Limit of Liability and it shall be payable by the Insured before the application of the Limit of Liability.

K **Territory**

Unless otherwise endorsed, cover under this Policy shall extend worldwide.

L **Transactions Changing Coverage**

1 **Acquisition, Merger or Winding Up of the Policyholder**

Unless otherwise agreed in writing by the Insurer, this Policy shall terminate for all Insureds upon:

(a) the acquisition of the entire issued share capital of the Policyholder or of all or substantially all of its assets, by another entity, or the merger or consolidation of the Policyholder into or with another entity such that the Policyholder is not the surviving entity; or

(b) the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of the directors of the Policyholder; or

(c) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, trustee or other similar insolvency appointee or fiduciary in respect of the Policyholder;

(d) winding-up of the Policyholder (but not, for this purpose, any subsidiary).

Following termination, the Policyholder may continue to notify circumstances during the Policy Period or discovery Period or

circumstances or claims first made against the insured during the Policy Period provided that:

(i) cover shall only apply to loss or that part of any loss occurring prior to the event described in (a) or (b) above; and

(ii) this Policy has not been replaced by a similar policy of insurance issued by the Insurer or by another Insurer irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

2 **Disposal or Winding Up of Subsidiary Companies**
Unless otherwise agreed in writing by the Insurer, this Policy shall terminate for a subsidiary upon;

(a) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, trustee, or other similar insolvency appointee or fiduciary in respect of such subsidiary; or

(b) falling outside of the definition of subsidiary.

Following termination, the Policyholder may continue to notify circumstances or claims first made against the Insured during the Policy Period provided that cover shall only apply to loss or that part of loss occurring prior to the event described in (a) or (b) above.

VI CLAIMS CONDITIONS

A Claims Notification

1 The Policyholder shall give to the insurer written notice as soon as practicably possible after receipt of notice of any claim or after the Policyholder becomes aware of any circumstances and in any event notice shall be given to the Insurer:

(a) during the Policy Period or any applicable Discovery Period; or

(b) (in respect of any claim) within 60 days after the end of the Policy Period or any applicable Discovery Period

except in respect of any director or officer, who may in the event that the Policyholder fails or refuses to give notice under Claims Condition A.1. give written notice of a claim direct to the insurer, however all other terms and conditions of Claims Condition A.1 shall otherwise apply.

2 Notification of any claim or circumstance must be sent to the Insurer. Each notification shall so far as possible provide full details of the claim or circumstance including, for example

(a) the identity of the claimant or potential claimant;
(b) the nature of the claim;
(c) the likely quantum of the claim; and
(d) the Policyholder's preliminary views (if any) on the merits of such claim and the Policyholder shall provide the insurer with such further information and documentation (where appropriate documentation includes evidence of invoices, receipts, proof of payments and the like) as it may reasonably require.

3 Any claim arising from any notification of circumstances shall be considered to have been made in the Policy Period (including any applicable Discovery Period) in which the circumstances were first notified to the insurer.

B Allocation

1 If an Insured incurs both loss covered by this Policy and loss not covered by this Policy (either because a claim is made against both insured Persons and the company or because a claim includes both loss which is covered and that which is not) the Insurer shall negotiate in good faith with the Insured to determine a fair and reasonable allocation of the loss taking into account the relative legal exposures of the parties with respect to covered and uncovered loss.

Whilst the claim is ongoing the insurer shall advance all defence costs whilst any Insured Persons are named in such action, such defence costs will not be included in any allocation of the loss.

2 If the Insured and the Insurer cannot agree on an allocation in respect of loss, the Insured and the Insurer agree to submit the issue of allocation to a Queen's Counsel, (whose identity shall be agreed between the parties and failing agreement within 30 days of one party receiving written notice of a nomination being made by the other party, shall be chosen by the Chairman for the time being of the Bar Council) whose decision shall be binding. The Queen's Counsel shall be directed to apportion all costs of the determination and shall act as an expert and not as an arbitrator.

3 All references to Queen's Counsel in this Policy include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status. Reference to the Chairman for the time being of the Bar Council or his nominee include, where proceedings have been commenced in jurisdictions outside England and Wales, a similar or equivalent appointee.

C Defence and Cooperation

1 The Insurer shall have the right but is not obliged to conduct in the name of the insured the defence and settlement of any claim covered by this Policy, and to appoint lawyers or other representatives for this purpose even if any of the allegations against the insured are groundless, false or fraudulent. The Insurer's right to defend shall cease upon exhaustion of the Limit of Liability applicable to this Policy.

2 With respect to any claim or circumstance notified:

(a) the Insured shall execute all papers required and shall do everything necessary to defend such claim and provide the Insurer with all information, documentation, assistance and co-operation as the Insurer reasonably requests; and

(b) the Insurer shall advance defence costs excess of any applicable retention, provided that if and to the extent it is finally established that any such defence costs are not covered under this Policy, the Insureds, severally according to their interests, hereby agree to repay the Insurer such non-covered defence costs.

3 The Insured shall not settle or offer to settle any claim, incur any defence costs or otherwise assume any contractual obligation or admit any liability with respect to any claim, without the Insurer's prior written consent. The Insurer shall not be liable for, and any applicable retention shall not be depleted or exhausted by, any settlement, loss or defence costs, assumed obligation or admission to which the insurer has not consented.

The Insurer shall not unreasonably withhold any consent referred to in Claims Condition C.3.

4 The Insured agrees that in the event of a claim the Insured shall do nothing that shall prejudice the Insurer's position or its potential or actual rights of recovery. The Insured shall at all times use reasonable endeavours to do, and concur in doing, all such things as are reasonably practicable to avoid or diminish any loss and to assist with the defence or settlement of any claim. The Insurer may make any investigation it considers necessary.

Reasonable endeavours in this context shall include self reporting to any regulator an actual or suspected material breach of a company's or an Insured Person's legal or regulatory duties where the company or Insured Person is required to give notice of such an actual or potential breach. The cost of any such steps will constitute defence costs. For the avoidance of doubt, any self reporting shall not constitute an admission of liability with regard to any claim.

D **Disputes as to Contesting Legal Proceedings**

1 Subject to the provisions of Claims Condition D.2., in the event of a disagreement arising between the Insurer and the Insured as to whether or not to contest or settle legal proceedings or proceed with appeals, the issue shall be remitted to a Queen's Counsel whose decision on the probability of successfully defending the claim or the acceptability of the proposed terms of settlement or the probability of succeeding on appeal shall be final. The identity of such Queen's Counsel shall be agreed by the parties or, failing such agreement within 30 days of one party receiving written notice of a nomination being made by the other party, by the Chairman for the time being of the Bar Council.

2 In the event that Queen's Counsel or Junior Counsel is instructed in connection with the defence of a claim, the parties shall submit any issue between them to the said Counsel as to whether or not to contest or settle legal proceedings or proceed with appeals.

3 Any appointment under the provisions of Claims Condition D. shall be as expert and not as arbitrator.

4 The costs of the said expert determination shall be considered to form part of the defence costs.

5 All references to Queen's Counsel and Chairman of the Bar Council include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status or equivalent appointee.

E **Other Insurance**

This Policy shall be specifically excess of any other valid and collectible insurance (including for example any insurance which is stated to be primary, contributory, excess, contingent or otherwise), unless such other insurance is specifically excess of this Policy.

If at the time of loss there is any other insurance effected by or on behalf of any insured covering the same loss as covered by this Policy, the liability of the Insurer for loss under this Policy will be limited to its rateable portion of such loss, subject always to the Limit of Liability and appropriate Extensions.
For the avoidance of doubt, a loss which is covered partly by this Policy and partly by another policy (including policies of which this is a renewal) issued by the Insurer to the Insured for which any previous applicable Discovery Period has not expired, shall be limited to the larger amount of cover under the previous Policy or this Policy and shall on no account be cumulative.

F **Related Claims**

All related claims shall be considered one claim, and such claim shall be considered to be first made on the date the earliest of such claims is first made, regardless of whether such date is before or during the Policy Period or the Discovery Period.

G **Subrogation and Recoveries**

1 In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery. The Insured shall do everything necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable the Insurer effectively to bring proceedings in the name of the Insured.

2 Provided however that in no event shall the Insurer exercise its rights of subrogation against an Insured Person except where such Insured Person has been fraudulent, committed a criminal act or obtained any profit or advantage to which the Insured Person was not legally entitled.

3 All recoveries obtained by the Insured from other parties shall be allocated, after the settlement of any claim under this Policy as follows:

(a) firstly, to the benefit of the Insured to reduce or extinguish the amount of the Insured's loss to the extent that it would have been paid under this Policy but for the fact that such loss exceeds the Limit of Liability together with any retention where applicable;

(b) secondly, to the benefit of the Insurer for all sums paid in settlement of loss arising under this Policy;
(c) thirdly, to the benefit of the insured for the amount of the retention under this Policy.

All recoveries shall be applied as herein only after deduction of the cost of obtaining such recovery. All recoveries made prior to settlement of any claim under this Policy shall be held for the benefit of the insurer and applied as stated herein after settlement if any is made.

H **Disposal of Claims**
In connection with any claim against the Insured the Insurer may at any time pay to the Insured the Limit of Liability (after deduction of any sums already paid) or less any amount for which such claim can be settled and thereupon the insurer shall relinquish the control of such claim and be under no further liability.

VII SECTION DEFINITIONS

The following defined terms (arranged in alphabetical order) apply to the whole of this Policy (unless specified otherwise) wherever these terms appear in capital letters.

A **Benefits** means perquisites, fringe benefits, amounts due or payments made in connection with an employee benefit plan or pension scheme, share or stock options or any other right to purchase, acquire or sell shares or stock, and any other obligation or payment, made to or for the benefit of an employee other than salary (including bonus) or wages.

B **Circumstance** means an incident, occurrence, fact, matter, act or omission which is likely to give rise to a claim under this Policy.

C **Claim** means:
1 service of a Claim Form, counterclaim, related claim, Application notice, Notice of appeal, Witness summons or similar legal document including an application for any related injunction served upon any insured in respect of a wrongful act;
2 any arbitration proceeding or request to nominate an arbitrator served upon any insured in respect of a wrongful act;

3 any written communication (including electronic communications), whether or not containing a demand for compensation or damages, received by any insured threatening commencement of proceedings in respect of a wrongful act, and any written demand against any insured Person for monetary damages, reinstatement or other non-monetary relief;

4 any criminal prosecution of an insured Person resulting from a wrongful act;

5 any notice of an investigation commenced by the filing of a notice of charge, formal investigative order, questionnaire or similar document:

(a) into the affairs of the company or the affairs of an outside entity as provided in Directors & Officers Liability Extension C.11 and where an insured Person is required to attend or give evidence; or
(b) involving a wrongful act alleged to have been committed by an insured Person or in respect of which an insured Person is required to attend or give evidence by reason of his acting in the capacity of a director or officer;

6 proceedings brought against any insured Person during the Policy Period by any official body seeking:

(a) extradition of an insured Person where the allegations from which the extradition proceedings result arise from a wrongful act by reason of his acting in the capacity of a director or officer
(b) confiscation, assumption or ownership and control, suspension or freezing of rights of ownership of real property or personal assets of any insured Person;
(c) a charge over real property or personal assets of such insured Person;

(d) a temporary or permanent prohibition on such insured Person from holding the insured Person from performing the function of a director or officer of the company;
(e) restriction of such insured Person's liberty to a specified domestic residence or an official detention;
(f) deportation of an insured Person following revocation of otherwise proper, current and valid immigration status for any reason other than an insured Person's conviction of a crime,

provided that such allegation is first made against, or received by, any insured Person during the Policy Period.

D **Company** means the Policyholder and its subsidiaries

E **Defence Costs** means that part of loss consisting of costs, charges, fees including for example lawyers' and agents' fees and expenses (other than regular or overtime wages, salaries, fees or benefits of the directors, officers or employees of the company) incurred by the insurer or (with the insurer's prior written consent) the insured:

1 in defending, investigating or settling claims or assisting the insurer in investigating, defending or settling claims (including the premiums paid for any insurance instruments or bonds which may be required in certain jurisdictions to institute an appeal or enter an appearance but without any obligation to apply for or furnish any such insurance instruments or bonds);

2 in respect of the attendance or giving of evidence by any insured Person at an investigation into the affairs of the company or the affairs of an outside entity as provided in Directors & Officers Liability Extension C.11; or

3 in respect of any investigation involving a wrongful act alleged to have been committed by an insured Person or relating to which an insured Person is required to attend or give evidence by reason of his acting in the capacity of a director or officer.

F **Deprivation of assets expenses** shall mean the payment of the following services directly to the provider of such services in the event of an interim or interlocutory order confiscating or suspending rights of ownership over personal assets or real property of the insured Persons during the Policy Period:

(a) Schooling
(b) Housing
(c) Utilities
(d) Personal Insurances

Such expenses shall only be payable provided a personal allowance has been directed by the court to meet such payments and such personal allowance has been exhausted.

G **Director** means any natural person who was, is, or becomes:

1 a director of the company including a shadow director (as defined under section 251 of the Company 2006 Act or any equivalent provision in the jurisdiction in which the company is incorporated) including any person named in any prospectus issued by the company as a prospective Director; or

2 a shadow Director of any company directly as a result of his activities as a director or officer of the company; or

3 a member of a Limited Liability Partnership as formed under the Limited Liability Partnership (LLP) Act 2000.

Director shall not include, without the insurer's prior written consent, any insured Person who ceases to be a director or officer prior to commencement of the Policy Period for the following reasons;

(i) disqualification from holding the office of director; or

(ii) being dismissed from their position.

H **Discovery Period** means the period immediately following the expiry of the Policy Period during which the Policyholder may continue to notify claims or circumstances but only in relation to wrongful acts committed prior to the expiry of the Policy Period. Any claim made during the discovery Period shall be considered to have been made during the immediately preceding Policy Period.

I **Employee** means any natural person who was, or is, or becomes during the Policy Period:

1 an employee of the company, (which shall include trainees, casual, part-time, seasonal, temporary, voluntary and work experience personnel) acting in such capacity; or

2 seconded to the company and acting in such capacity

J **Employment Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by any one or more insureds in their capacities as such against any past, present or prospective Employee, director or partner of the Policyholder, in connection with any actual or alleged:

1 wrongful, unlawful or unfair dismissal, discharge or termination of employment;

2 breach of any written or oral employment contract or quasi-employment contract;

3 employment-related misrepresentation;

4 violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin, sex, sexual orientation, religion, maternity, pregnancy, age and disability);

5 violation or non-compliance with legislation regulating working hours;

6 wrongful failure to employ or promote;

7 wrongful demotion;

8 wrongful discipline;

9 wrongful deprivation of a career opportunity;

10 failure to grant tenure;

11 failure to adopt adequate workplace or employment policies and procedures;

12 retaliatory treatment of whistleblowers and others;

13 negligent evaluation;

14 employment-related invasion of privacy;

15 employment-related breach of data protection legislation;

16 employment-related libel, slander, humiliation and defamation;

17 failure to furnish accurate job references;

18 employment-related wrongful infliction of mental anguish or emotional distress; or

19 breach of any obligation which has been transferred to the company by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the EC Acquired Rights Directive, save for any obligation which existed at or prior to the date of transfer.

K **Financial Institution** shall mean any entity whose principal business activity is as a clearing bank, deposit/lending bank, building society, foreign exchange broker or trader, merchant bank, stockbroker, securities broker, commodity trader or broker, derivative trader or broker, hedge fund, insurance broker, insurance company (general or life), financial advisor (including independent financial advisors), asset management company, investment trust, Independent Saving Account, unit trust or other financial investment provider, credit provider or currency exchange operation or any other similar entity.

L **Full Annual Premium** means the annual premium payable by the Policyholder, including any additional premium which becomes payable immediately prior to the expiry of the Policy Period in question.

M **Identity** means publicly available data held by an official registry or any other party which relates to the formation and identity of the insured, such data being relied upon by investors or vendors in establishing the financial standing and credit worthiness of the insured.

N **Insured** means:

1 the insured Persons; and

2 the company or any subsidiaries;

3 the Policyholder

declared to the insurer prior to the commencement of the Policy Period or as acquired and created during the Policy Period under the terms of Policy Condition A. Acquisition or Creation of a Subsidiary.

O **Insured Persons** means;

1 any natural person who was, is, or becomes during the Policy Period, a director, manager or officer; and

2 any natural person falling within the definition of insured in accordance with Definition G (Director) who is incompetent, incapacitated, bankrupt or deceased and against whose estates, heirs, executives or other legal representatives claims are being pursued which would, absent such incompetence, incapacity, bankruptcy or death be covered by the Policy.

3 in connection with employment wrongful acts only, any employee of the company or any natural person (whether self-employed or employed by an entity other than the company) who is contracted to and supervised by the company provided that:

(a) the contract between that person and the company provides for the company to indemnify that person in respect of any claim and the company has agreed to do so; and

(b) the insurer agrees to provide such cover and each such individual is added to the Policy schedule by written endorsement.

P **Insurer** means XL Catlin Insurance Company UK Limited.

Q **Investigation** means any formal or official investigation (other than the company's own internal investigation), examination, dawn raids, site raids, regulatory interviews or other proceedings made or commenced during the Policy Period by a governmental body, professional body or other institution duly authorised to carry out such investigations.

R **Limit of Liability** means the limit specified in the Policy schedule. Any reference to limit of liability shall mean an aggregate limit for all claims or loss under each Policy section, save for Directors & Officers Liability, as applicable.

S **Loss**

1 Loss means

(a) damages, compensation, contributions, judgments or (if concluded with the insurer's prior written consent) settlements;

(b) claimant's legal costs and expenses;

(c) punitive, exemplary and aggravated damages, except for:

(i) such damages awarded in respect of an employment wrongful act;

(ii) such damages awarded in respect of any usa claim;
(iii) that which is defined under Definition S.2 below.

(d) all other costs and expenses ordered by a court or other legally authorised tribunal, or incurred with the insurer's prior written consent; and

(e) defence costs, in respect of a claim made against, or received by, any insured, jointly or severally;

(f) in respect of an employment wrongful act only, the cost to the insured of paying wages (but not benefits) to an employee for the period from the date of the purported dismissal or termination to the date on which the court or Tribunal of first instance delivered its judgment to the parties.

The insurer shall advance defence costs in accordance with Claims Condition C (Defence and Cooperation)

2 Loss and any defence costs associated therefrom, shall not include;

(a) taxes;
(b) fines except for as provided in Directors & Officers Liability Section C extension 1;
(c) penalties except for as provided in Directors & Officers Liability Section C extension 1;
(d) any other form of loss which is uninsurable under the law of the state or country to which the claim is subject;
(e) the multiple portion of any multiplied damage award;
(f) any amount which the insured is not legally liable to pay; and
(g) in respect of an employment wrongful act only:
(i) any amount not indemnified by the company for which the insureds are absolved from payment by reason of any covenant, agreement or court order;
(ii) the value of any share or stock options or any other right to purchase, acquire or sell shares or stock;
(iii) taxes, fines or penalties imposed by law or the multiple portion of any multiplied damage award;
(iv) the cost of complying with any injunctive or other non-monetary relief or any agreement to provide any such relief; or
(v) matters uninsurable under the law in accordance with which this Clause is construed or such claim is adjudicated,

provided however that loss shall include aggravated, punitive or exemplary damages to the extent such damages are insurable under the laws of the united Kingdom, Channel Islands or Isle of Man.

T **Member** means a member of a Limited Liability Partnership as defined under the Limited Liability Partnership Act 2000.

U **Merger** means the occurrence of either of the following events:

1 the Policyholder consolidating with or merging into or selling all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or

2 any person or entity, whether individually or together with any other person or entity, acquiring an amount of share capital representing more than fifty per cent. (50%) of the voting power for the election of directors of the Policyholder, or acquiring the voting rights for such an amount of the shares.

V **Officer** means:

1 any natural person who was, is, or becomes during the Policy Period an officer of the company, other than its external auditor, liquidator, administrator, receiver or solicitor;

2 any employee of the company whilst acting in a managerial or supervisory capacity, including any employee of the company who at the specific written request of the company is appointed to a managerial or supervisory position within any entity established for the sole purpose of any profit sharing, share option, sporting, social or welfare purpose and which exists predominantly for the benefit of any or all of the insured Persons and employees of the company and their families and dependants;

3 any employee of the company who is named as a co-defendant in respect of a claim made against a director or officer (and for the purpose of definition V.3. officer shall bear the meaning set out in definitions V.1. and V.2.);

4 in respect of an employment wrongful act, any employee of the company.

W **Official Detention** means confinement of an insured Person in secure custodial premises, operated by or on behalf of a governmental or judicial agency in connection with a claim against such insured Person and either without charge or without a judicial finding of culpability or liability in that claim.

X **Original Inception Date** means the date from which the company has maintained uninterrupted directors and officers liability cover with an insurer, whether under this Policy or any preceding Policy.

Y **Outside Entity** means any company or non-profit organisation (other than a subsidiary) unless it is either:

1 registered (for any purpose), domiciled or incorporated in North America; or

2 has any of its securities listed on any exchange in North America,

provided however that in the case of a company or non-profit organisation falling within this definition, such entity

shall constitute an outside entity and be covered under this Policy if:

(a) the insurer agrees to provide such cover and such entity is listed as an outside entity in the Policy schedule by written endorsement; and
(b) the Policyholder holds share capital in such entity.

Z **Policy** means, collectively the Policy schedule, the Proposal, each Policy section and the Terms and Conditions of the policy (including any endorsements thereto).

AA **Policyholder** means the organisation designated in the Policy schedule.

BB **Policy Period** means the period of time specified in the Policy schedule.

CC **Policy Schedule** means the Management Liability Policy Schedule attaching to this Policy.

DD **Pollutants** means any air emission, odour, waste water, oil or oil products, infectious or medical waste, biological contaminants, asbestos or asbestos products, electric or magnetic or electromagnetic fields and noise, and any ionising radiations or contamination by radioactivity. Pollutants shall also mean any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or a country, state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials.

EE **Pollution** means the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of Pollutants into or on real or personal property, water or the atmosphere.

FF **Principal** means any serving director (other than a non-executive director) of the insured;

(a) whose details have been notified to Companies House in accordance with Section 162 of the Companies Act 2006 or any statutory amendment modification or re-enactment of such Act or Regulations where the insured is a company registered in the United Kingdom; or
(b) who sits on the insured's board of directors where the insured is a company registered outside of the United Kingdom; or
(c) who is a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000.

GG **Proposal** means, the signed proposal form, statement of fact and declaration completed in respect of this Policy, including any renewal declaration, and any information supplied by or on behalf of any insured in addition to or in connection with or in substitution therefore.

HH **Public Relations Consultancy Fees** means fees incurred by the insured to employ the services of an external public relations consultant solely to provide advice to minimise adverse publicity following loss covered by this Policy.

II **Related claims** means all claims based on, arising out of, attributable to, or in any way involving the same or related facts, circumstances, situations, transactions or events or series of or the same or related facts, acts, circumstances, situations, originating cause, transactions or events shall be regarded as one Claim.

JJ **Retaliation/Retaliatory** means a wrongful act of an insured relating to, or alleged to be in response to, the treatment of any employee less favourably than others, or the victimisation of that person, because that person threatens to bring proceedings, give evidence or information, take any action or make any allegation concerning the insured with reference to legislation relating to sex, race, or disability discrimination, whistle blowing and, subject to the provisions of this Policy, any employment protection law generally or where the insured has already done any of the foregoing.

KK **Retention** means that part of each and every claim or loss, as applicable, which is payable by the insured, the amount of which is specified in the Policy.

LL **Retires/retirement** means the act of any insured Person voluntarily relinquishing their position from the company with a resulting state of retirement whereby such insured Persons do not subsequently resume or assume the position of director, officer or employee in any company thereafter.

MM **Securities** means any note, stock, bearer instrument, derivative, bond, debenture, evidence of indebtedness, depositary receipt, share or other equity or debt security of any Insured, and shall include any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or purchase, voting certificate relating to, certificate of deposit for, or other interest in any of the foregoing.

NN **Spouse** means a lawful spouse, civil partner or any person deriving similar status by reason of the common law.

OO **Statement of fact** means the information contained in any document provided by the Policyholder to the insurer relating to the cover applied for and assumptions that the insurer has made about factual circumstances relevant to the cover and which are accepted by the Policyholder as true and correct.

PP **Sub-limit** means the maximum aggregate liability of the insurer from all claims or related claims first made during the Policy Period or any applicable discovery Period, arising from an Extension to an insuring clause under this Policy. Sub-limits shall be part of and not in addition to the limit of liability attaching to the applicable Insuring Clause.

QQ **Subsidiary** means any entity in which the Policyholder:
1 holds directly or indirectly more than fifty per cent (50%) of the voting rights; or
2 has the right to appoint or remove a majority of the board of Directors; or
3 holds more than half of the issued share capital,
and where the Policyholder is a partnership, an entity shall be a subsidiary of the partnership where such holding or right is held for the benefit of the partnership.

RR **Terrorism** means an act of any person acting on behalf of or in connection with any individual or organisation which

carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government whether legally established or not.

SS **Tribunal** means a tribunal constituted in accordance with the Employment Tribunals (Constitution and Rules of Procedures) Regulations 1993, and any statutory amendment or successor thereto.

TT **United Kingdom** shall mean the United Kingdom of Great Britain and Northern Ireland.

UU **USA** means the United States of America I and in each case its territories and possessions and any state or political sub-division thereof.

VV **Wrongful act** means in respect of:

1 an Insured Person

any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty, breach of trust, libel, slander, breach of contract, breach of warranty of authority, wrongful trading as set out in section 214 of the Insolvency Act 1986 (or any equivalent situation in any jurisdiction in which the company is incorporated), employment wrongful act or other act actually or allegedly committed or attempted by any insured Person in their duties or capacity as:

(a) a director or officer; or

(b) a director, officer, trustee, governor or incumbent of a position of equivalent status of any outside entity; or

2 the company

any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty, breach of trust, breach of warranty of authority, or other act actually or allegedly committed or attempted by the company.

Section 11 – Business Travel

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

Assistance Services Supporting This Policy

This Section is supported by Healix a third party service provider approved by the Company who are specialists in the provision of Medical Assistance services

The advice and assistance provided by Healix can be accessed as follows:

Telephone:	+44(0)20 3667 8997
Fax:	+44(0)20 8481 7826
E-mail:	catlin@healix.com

The services can be accessed 24 hours a day 365 days a year

For your protection telephone calls may be recorded or monitored

Travel and Medical Assistance from Healix
Healix employs a multilingual team of highly skilled and experienced professionals who provide travel and medical assistance services required by today's traveller.

We have customised the services Healix provide to protect the health of all travellers insured under this Policy

When a traveller falls ill or suffers an accident whilst overseas or requires any other travel or medical-related help, Healix's dedicated in-house teams of doctors, nurses and case managers are on hand 24/7.

Their highly experienced specialists provide travellers with the highest quality of advice, support and assistance and an immediate response including emergency evacuation and repatriation.

To access a wider range of services from Healix at exclusive rates for our Policyholders please contact them quoting your Policy Number.

Healix Emergency Medical Assistance
In an emergency a Policyholder or Insured Person can obtain immediate assistance by telephoning Healix. The 24/7 operations centre has

- in house doctors and nursing staff
- a network of doctors and nurses throughout the world
- multilingual assistance case managers
- specialist travel agencies for immediate repatriation arrangements in the event of a medical emergency

Business Travel Definitions

Accident
A sudden unexpected unforeseen and identifiable incident

Baggage
Clothing and personal effects suitcases trunks and other similar containers lap top computers dictaphones calculators personal organisers mobile telephones and trade samples accompanying the Insured Person on the Insured Journey or acquired by the Insured Person during the Insured Journey

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

Business
The Business description as detailed in the Schedule

Child
Any person who is
A unmarried and dependent and
B under 18 years of age or under 25 years of age if in full-time education

Detention
Unlawful prevention of an Insured Person from returning to Britain or country of residence

Director (including Partners and Members)

A A serving director (other than a non-executive director) of the Insured

i) whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment of such Act or Regulations where the Insured is a company registered in the United Kingdom
ii) who sits on the Policyholder's Board of Directors where the Policyholder is a company registered outside of the United Kingdom

B a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000

C any person who has signed the partnership deed of the Insured

Employee
Any person under a contract of service or apprenticeship with the Policyholder excluding any Director

External Journey
Any journey undertaken by the Insured Person on the Business of the Policyholder (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel from the Insured Person's normal country of residence

The duration of an External Journey shall not exceed 12 months duration unless otherwise agreed in writing with the Company

Insurance operates from the departure of the Insured Person from the Insured Person's residence or place of business in their normal country of residence (whichever occurs first) until arrival back at such residence or place of business (whichever occurs last) at the end of the journey

Hijack/Hijacked
Unlawful seizure of an aircraft or other conveyance in which the Insured Person is travelling

Hospital
Any institution which meets fully every one of the following criteria

A maintains permanent and full time facilities for the care of overnight resident patients and

B has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and

C continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and

D is not other than incidentally an institution which provides full time facilities for

i) mentally ill or mentally handicapped persons
ii) nursing or convalescing
iii) aged persons of 70 years or more
iv) drug addicts
v) alcoholics

Incident
All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place

Policyholder
As detailed in the Schedule

Insured Journey
As detailed in the Schedule

Insured Person
Any person or category of persons as detailed in the Schedule Cover applies until the expiry of the Period of Insurance in which the Insured Person attains the age of 75 years

Internal Journey
Any journey undertaken by the Insured Person on the Business of the Policyholder (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel within the Insured Person's normal country of residence but only if the journey requires the Insured Person to obtain overnight accommodation away from their normal residence or involves flying as a passenger where the flight has been booked before commencing the journey

Insurance operates from the departure of the Insured Person from the Insured Person's residence or place of business in their normal country of residence (whichever occurs first) until arrival back at such residence or place of business (whichever occurs last) at the end of the journey

Kidnap
Unlawful seizure of an Insured Person

Medical Practitioner
Any legally qualified medical practitioner other than
A an Insured Person
B a member of the immediate family of an Insured Person
C an Employee of the Policyholder

Money and Credit Cards
Coins bank and currency notes cheques postal and money orders travellers cheques travel tickets and petrol and other coupons which have current monetary value and any credit charge cheque bankers or cash card issued in Britain or country of residence to the Policyholder or the Insured Person provided that such money and credit cards had been obtained for travel accommodation meals and personal spending during the Insured Journey and belonged to the Insured Person at the time of the loss

Nuclear Chemical or Biological Cause
Use of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical agent and/ or Biological agent

Biological agent shall mean any pathogenic micro-organism and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins

Spouse
The spouse of an Insured Person or any other person who is not a Child who the Insured consents to be covered by this Policy

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

War
War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Holiday Travel
Any journey undertaken by the Director and their accompanying Spouse or Child which commences during the Period of Insurance and involves:

A travel within the Insured Person's normal country of residence but only if the journey requires the Insured Person to obtain overnight accommodation away from their normal residence or involves flying as a passenger where the flight has been booked before commencing the journey

or

B travel from the Insured Person's normal country of residence where the duration of the Insured Journey shall not exceed 31 days duration unless otherwise agreed in writing with the Company

Insurance operates from the departure of the Insured Person from the Insured Person's residence in their normal country of residence until arrival back at such residence at the end of the journey

Business Travel Conditions

Acquisition Clause
If during the Period of Insurance the Insured acquires or creates any new office branch subsidiary or Associated Company either directly or through one of its subsidiaries cover shall automatically apply from such date of acquisition or creation (provided either the wageroll or number of Insured Persons or travel pattern does not increase by more than 10% of the estimate provided at inception or renewal) at no additional charge

Otherwise the Company agrees to provide cover from the date of creation or acquisition for a period of 30 days during which time the Policyholder shall provide any additional information and pay any additional premium as may be reasonably required by the Company

Associated Companies
Where this Policy covers associated companies a list of these companies shall be provided to the Company and shall be detailed in the schedule

Cancellation of Terrorism or War Risks Cover
The Company may cancel any insurance provided by this Section of the Policy against War or Terrorism by giving 7 days notice to the Insured at the Policyholder's last known registered address The insurance in respect of any journey involving travel outside the Insured Person's country of residence which commences before the expiry of such notice shall not be affected

Financial or Trade Sanctions
The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Section of the Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the Policy period the Insured or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known registered address

Business Travel Claims Conditions

Assignment
The Company will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Section of the Policy

Claims Notification
The Company will have no liability under this Section of the Policy in respect of any matter which the Policyholder does not notify to the Company in accordance with the requirements of this condition

As a condition precedent to the Policyholder's right to be indemnified under this Policy the Policyholder must provide written notification to the Company **no later than 90 days** of the occurring of any Accident Incident event or circumstance which may give rise to a loss which is covered under this Policy except as provided herein

Evidence Required
The Policyholder must produce for the Company at the Policyholders own expense all the detailed particulars and evidence relating to the cause and amount of the loss damage or expenses if the Company considers it necessary each Insured Person must also agree to have a medical examination (which the Company will pay for) as often as the Company may require in connection with any claim

Foreign Currency
Claims involving foreign currency will be converted into the appropriate currency at the selling rate of exchange published on www.oanda.com on the day nearest to the date of the loss or as otherwise paid via documented credit or debit card transaction or as agreed in advance in writing with the Company

Interest
Interest will not be added to any amount paid

Other Insurances
If at the time of any event giving rise to a claim there is any other insurance policy in force in the Policyholder's name which also covers the Policyholder or the Insured Person concerned for the same expense loss damage or liability then the Company will only pay a proportion of the claim such proportion being determined by reference to the cover provided under each of the relevant policies Personal Accident Benefits will be payable in full subject to the Maximum Incident Limit (and inner limits where applicable)

Other Interests
The Policyholder's receipt shall discharge the Company's liability to pay any amount in respect of a claim

The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Company If the Policyholder comprises more than one party having an interest in the Insured Person or the property insured the settlement made by the Company shall represent the total amount payable in respect of that Insured Person or property for all interests covered by this Section of the Policy

Reasonable Care
The Policyholder and each Insured Person must take all reasonable steps to avoid or minimise any loss or damage and must also make every effort to recover any property which has been lost or stolen

Business Travel Exclusions

The Company will not pay any claim under this Section of the Policy which is directly or indirectly as a result of or contributed to by

1 the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury

2 the Insured Person engaging in flying of any kind other than as a passenger

3 War in Britain or the Insured Person's country of residence

4 War or Terrorism occasioned by any Nuclear Chemical or Biological Cause

5 radioactive contamination whether arising directly or indirectly

Baggage Insurance
Sub-Section

The Cover
If during an Insured Journey an Insured Person's Baggage is lost damaged stolen or destroyed the Company will indemnify the Policyholder on behalf of the Insured Person concerned for the cost of repair or replacement

The Company will pay
the cost of replacement as new (or at the Company's option will replace as new) except for items that can be economically repaired (including clothing) where the cost of repair will be paid up to the appropriate Sum Insured shown in the Schedule in respect of any one Insured Person less any amount recoverable from the transport provider

Special Extensions applying to this Sub-Section

Delayed Baggage
In the event of the Insured Person's Baggage being lost for more than 4 hours the Company will reimburse the Policyholder on behalf of the Insured Person up to £750 towards the cost of purchasing emergency replacement clothing toilet requisites and similar items Any amount paid under this extension will be deducted from any subsequent amount payable under the Baggage Insurance Sub-Section for the same loss

Loss of Keys
If during an Insured Journey the keys to the external doors safes or alarms of the Insured Person's home or car keys are lost damaged stolen or destroyed the Company will indemnify the Policyholder on behalf of the Insured Person concerned for the replacement of the lock mechanisms up to £500 subject to this not being insured under a more specific insurance where a valid claim can be made

Automatic reinstatement of Sum Insured after a loss
In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

Exclusions to this Sub-Section
The Company will not pay

1 more than £1,000 or 25% of the appropriate Sum Insured whichever is the greater in respect of any one item pair or set

2 for loss or damage theft or destruction of
   a) Money and Credit Cards bonds negotiable instruments securities of any kind
   b) contact lenses
   c) sports equipment while in use

3 for loss or damage or destruction of caused by
   a) wear and tear depreciation moth vermin atmospheric or climatic conditions or any other gradually operating cause
   b) any process of cleaning dyeing repairing or restoring
   c) delay confiscation or detention by order of any Government or Public Authority

4 for mechanical or electrical breakdown or derangement

5 for loss damage theft or destruction of trade samples exceeding £1,000 in total or where insured under a more specific insurance where a valid claim can be made

6 for any Baggage that is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading

Cancellation Curtailment Replacement Rearrangement and Change of Itinerary

Insurance Sub-Section applying to Internal Journey and External Journey

The Cover

If the Policyholder or the Insured Person is forced to

A Cancel an Insured Journey

B Curtail an Insured Journey

C Replace an Insured Person on an Insured Journey

D Rearrange to resume an Insured Journey

E Change the itinerary of a pre booked Insured Journey

as a direct and necessary result of any cause outside the Policyholder's or the Insured Person's control the Company will indemnify the Policyholder for

A deposits and advance payments (on a proportionate basis in respect of Curtailment)

B charges for transport

C charges for accommodation and sustenance

D any other charges

reasonably and necessarily incurred and that are forfeit under contract or are not otherwise recoverable

The Company will pay
up to the cost of the Insured Journey including those trips on the Policyholder's Business funded wholly or in part by air miles but not exceeding the appropriate Sum Insured in respect of any one Insured Person subject to the Incident Limit as detailed in the Schedule

Exclusions to this Sub-Section

The Company will not pay
in respect of any claim as a result of

1 disinclination to travel

2 redundancy of the Insured Person or any of the Policyholder's Directors or Employees

3 the Policyholder's financial circumstances
4 the financial failure or omission or neglect of any provider (or their agent) of transport or accommodation
5 regulations made by any Government or public authority

6 withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of any Port Authority or the Civil Aviation Authority or any similar body in any country

7 strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked

8 mechanical breakdown or failure of the means of transport on which the Insured Person is travelling or intends to travel unless it has been delayed by at least 2 hours

9 circumstances involving a person who is travelling or intending to travel against the advice of a Medical Practitioner or for the purpose of obtaining treatment

Cancellation Curtailment and Change of Itinerary

Insurance Sub-Section applying to Holiday Travel

The Cover

If the Policyholder or the Insured Person is forced to

A Cancel an Insured Journey

B Curtail an Insured Journey

C Change the itinerary of a pre booked Insured Journey

as a direct and necessary result of:

A Bodily Injury following an Accident to, or illness or death of, the Insured Person, a relative, close friend or any person with whom the Insured Person intends to travel, stay or transact business during the Insured Journey

B the Insured Person or any person with whom the Insured Person intends to travel, stay or transact business on the Insured Journey being placed in quarantine, being summoned for jury service, being called as a witness in a court of law or being hijacked

C the Insured Person being declared redundant within the terms of the Employment Protection Act or any subsequent employment legislation

D the Insured Person's home being rendered uninhabitable following accidental damage

E the Insured Person being required by the Police to remain at home or to return home following theft at the Insured Person's home or place of business

F the ship or aircraft on which the Insured Person intends to travel on the Insured Journey being delayed by at least 24 hours as a direct result of strike, industrial action, adverse weather, natural disaster or mechanical breakdown of the ship or aircraft concerned

G the Insured Person being pregnant or giving birth but only if necessitated by

i) bodily injury following an Accident
ii) pregnancy related illness or complications requiring emergency treatment

the Company will indemnify the Insured for:

A deposits and advance payments (on a proportionate basis in respect of Curtailment)

B charges for transport

C charges for accommodation and sustenance

D any other charges

reasonably and necessarily incurred and that are forfeit under contract or are not otherwise recoverable

The Company will pay

up to the cost of the Insured Journey but not exceeding the appropriate Sum Insured in respect of any one Insured Person subject to the Incident Limit as detailed in the Schedule

Exclusions to this Sub-Section

The Company will not pay

in respect of any claim as a result of:

1 disinclination to travel

2 redundancy notified to the Insured Person or of which warning had been given on or before the date of booking.

3 the Insured Person's financial circumstances

4 the financial failure or omission or neglect of any provider (or their agent) of transport or accommodation

5 regulations made by any Government or public authority

6 withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of any Port Authority or the Civil Aviation Authority or any similar body in any country

7 strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked

8 mechanical breakdown or failure of the means of transport on which the Insured Person is travelling or intends to travel unless it has been delayed by at least 2 hours

9 circumstances involving a person who is travelling or intending to travel against the advice of a Medical Practitioner or for the purpose of obtaining treatment

10 any claim arising from bodily injury following an Accident illness or Death caused by or contributed to by any Insured Person

i) having taken a drug unless it was taken on proper medical advice and not for the treatment of drug addiction

ii) committing or attempting to commit suicide

iii) being pregnant, unless the pregnancy involves an unforeseen medical complication arising more than 12 weeks before the expected date of confinement and which necessitates Cancellation Curtailment Replacement Rearrangement or Change of Itinerary

Medical Repatriation and Emergency Travel Expenses

Insurance Sub-Section

The Cover
If during an Insured Journey an Insured Person falls ill or sustains bodily injury following an Accident or dies the Company will indemnify the Policyholder in respect of Medical Repatriation and Emergency Travel Expenses which are necessarily incurred as a direct result

The Company will pay
up to the appropriate Sum Insured shown in the Schedule for all Medical Repatriation and Emergency Travel Expenses incurred in respect of any one Insured Person

Special Definitions applying to this Sub-Section

Medical Expenses
The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all Hospital nursing home and ambulance charges

A incurred on an External Journey and within two years of the date that the need for treatment first arises

B incurred within the Insured Person's normal country of residence on return from an External Journey for an amount not exceeding £20,000 per Insured Person and incurred within three months of the Insured Person's return to their normal country of residence

Dental and optical expenses are included only if necessitated by bodily injury following an Accident or incurred for emergency treatment

Pregnancy or childbirth expenses are included but only if necessitated by

i) bodily injury following an Accident or

ii) incurred for pregnancy related illness or complications requiring emergency treatment

Emergency Travel Expenses
The additional costs incurred on an Insured Journey (less any saving by or recovery available to the Insured Person concerned) of travel accommodation rescue and Repatriation incurred upon the recommendation of Healix in respect of the Insured Person or of any business colleague relative or friend (up to a maximum of two persons) who has necessarily to travel to or remain with or escort the Insured Person

Repatriation
The necessary cost of transporting the body or ashes and the Insured Person's Baggage to their normal country of residence

Special Extensions applying to this Sub-Section

Funeral Expenses
If during the course of an External Journey the Insured Person dies the Company will pay up to a maximum of £10,000 for the necessary cost incurred with the Company's prior consent of funeral expenses

Hospitalisation Benefit
If during the course of an External Journey the Insured Person is admitted to a Hospital on the recommendation of a Medical Practitioner the Company will pay £50 per full 24 hours up to a maximum of 52 weeks while the Insured Person is a Hospital in-patient

Exclusions to this Sub-Section
The Company will not pay

1 for any Medical Repatriation and Emergency Travel Expenses incurred in Britain or the country where the Insured Person is normally resident other than as provided under Special Definition Medical Expenses B above

2 if the Insured Person has taken a drug unless it was taken on proper medical advice or instruction and not for treatment of drug addiction

3 any claim if the Insured Person is travelling against medical advice given by a Medical Practitioner or for the purpose of obtaining treatment

4 any claim handled by Healix where it is subsequently found that the person receiving treatment or incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Policyholder

Money and Credit Cards

Insurance Sub-Section

The Cover
The Company will reimburse the Policyholder on behalf of the Insured Person concerned if during

A an Insured Journey or the 120 hours immediately preceding its commencement or subsequent to its completion an Insured Person loses Money

B an Insured Journey an Insured Person suffers financial loss solely as a result of a Credit Card being stolen or lost and subsequently used by any person other than the Insured Person or a member of the Insured Person's family

The Company will pay
up to the appropriate Sum Insured detailed in the Schedule in respect of any one Insured Person

Special Conditions applying to this Sub-Section

Automatic reinstatement of Sum Insured after a loss
In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

Exclusions to this Sub-Section
The Company will not pay

1 for loss from any vehicle unless at the time of the loss the Money or Credit Cards were in a locked glove box or a locked boot which is self-contained and separate from the passenger compartment

2 for losses exceeding £1,000 in respect of coin bank and currency notes

3 for losses of coin bank and currency notes in the Insured Person's country of residence in the 120 hours immediately subsequent to an Insured Journey

4 for shortages or loss due to error omissions depreciation in value or confiscation or detention by customs or other lawful officials or authorities

Claims Settlement Condition
The Policyholder and each Insured Person will take all reasonable care to prevent loss and in the event of a loss all losses will be reported to the police or similar authority within 48 hours of discovery of the loss

Personal Liability
Insurance Sub-Section

The Cover
The Company will indemnify the Policyholder on behalf of the Insured Person in respect of legal liability for damages arising from accidental

A Injury to any person

or

B loss of or damage to material property happening during an Insured Journey

The Company will pay

A up to £2,000,000 for damages in respect of any one Event and

B claimant's costs and expenses for which the Insured Person is legally liable in connection with the Event giving rise to the claim and

C all other costs and expenses incurred with the written consent of the Company

Special Definitions applying to this Sub-Section

Event
One occurrence or all occurrences of a series consequent on or attributable to one source or original cause

Injury
Bodily injury mental injury death disease or illness

Insured Person
The Insured Person detailed in the Schedule or the Insured Person's personal representatives

Claims Settlement Conditions applying to this Sub-Section

Admission of Liability
No admission offer promise payment or indemnity may be made or given by or on behalf of the Insured or the Insured Person without the written agreement of the Company

Final Settlement
The Company may at any time pay the Insured Person the amount for which a claim can be settled up to a limit of £2,000,000 (less any sums already paid as damages) The Company will then be under no further liability in respect thereof other than for costs and expenses incurred prior to the Company making such a payment

Notification
The Company will have no liability under this Policy in respect of any matter which the Policyholder does not notify to the Company in accordance with the requirements of this condition

As a condition precedent to the Policyholder's right to be indemnified under this Policy the Policyholder shall give to the Company immediate written notice with full particulars of any claim or occurrence which may give rise to a claim

Every letter claim form writ summons and process must be forwarded to the Company immediately The Policyholder shall notify the Company immediately upon becoming aware of any prosecution inquest or inquiry in connection with any occurrence which may give rise to a claim

Rights of Recovery
The Company shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the Insured Person for the Company's own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim

Exclusions to this Sub-Section
The indemnity will not apply to legal liability

1 arising out of

a) the Insured Person's profession trade or business

b) the ownership possession or use by or on behalf of the Insured Person of any caravan mechanically propelled vehicle aircraft or other aerial device hovercraft or water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

c) War

2 in respect of loss of or damage to any property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured Person This Exception shall not apply to loss or damage to premises including their fixtures and fittings leased or rented to the Insured Person where such legal liability has not been accepted by agreement

Travel Delay

Insurance Sub-Section

The Cover

A If the departure (both original and subsequent) of the means of transport on which the Insured Person is booked to travel on an Insured Journey is delayed because of strike industrial action adverse weather or mechanical breakdown

or

B If the Insured Person is compelled to travel on a later departure due to over-booking by the transport provider concerned

the Company will compensate the Policyholder on behalf of the Insured Person concerned for the inconvenience caused subject to the Incident Limit as detailed in the Schedule

The Company will pay £50 after 4 hours and a further £50 for each additional consecutive 4 hours up to a maximum of £500 in respect of any one Insured Person

Exclusions to this Sub-Section

The Company will not pay if

1 the delay is due to strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked

2 the delay is due to the withdrawal from service temporarily or permanently of any means of transport on
the orders or recommendations of any Port Authority or the Civil Aviation Authority or any similar body in any country

3 the Policyholder or the Insured Person decides to cancel the Insured Journey and a claim is paid under the Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance Sub-Section of this Policy

4 the Insured Person has received any compensation from the airline concerned in respect of over booking of seats (seat bumping)

Travel Document

Insurance Sub-Section

The Cover

If during an Insured Journey the Insured Person loses or damages their passport visa travel tickets or other essential travel documents the Company will reimburse the Policyholder for the necessary additional cost of travel and accommodation incurred to enable the Insured Person to obtain replacements

The Company will pay up to £2,000 any one Insured Person

Exclusions to this Sub-Section

The Company will not pay if the loss has not been reported to the consular representative of the relevant issuing country within 24 hours of discovery

Section 12 – Crisis Public Relation Consultants Fees (Crisis Plus)

Definitions

1 Disaster

An event which involves :

a) death, or

b) serious injury which is life threatening (involving emergency hospitalisation), or

c) kidnap or hijack

and where the Policyholder considers there to be a risk to their business as a consequence of adverse publicity.

2 Public Relations Consultancy Fees
Public Relations Consultancy Fees shall mean fees, costs and expenses payable to the Public Relations Consultants solely to provide guidance to minimise any adverse publicity following a Disaster

3 Public Relations Consultants
Kennedys Law LLP or their appointed advisers acting on authority of Kennedys Law LLP

Insurance

In the event of a Disaster and the Company being liable for claims under:

a) Employers' Liability or

b) Public/Products Liability or

c) Directors & Officers Liability

the Company shall pay reasonable costs and expenses with its prior written consent (such consent not to be withheld unreasonably) in respect of Public Relations Consultancy Fees necessarily incurred by the Policyholder to employ the services of the Public Relations Consultants solely to provide guidance to minimise adverse publicity following such disaster

The liability of the Company for all Public Relations Consultancy Fees necessarily incurred by the Policyholder under this Section of the Policy during any Period of Insurance shall not exceed the amount stated in the Schedule.

Policyholder's Contribution

The Policyholder shall be responsible under this Section of the policy for the first £100 of each and every claim

Complaints notice

If the Insured has any questions or concerns about this insurance or the handling of a claim, please contact the broker/intermediary named in the Schedule through whom this insurance was arranged.

If the Insured wishes to make a complaint, the Insured can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London EC3V OBG
United Kingdom

Email: axaxlukcomplaints@axaxl.com
Telephone Number: +44 (0) 20 7743 8487

XL Catlin Services SE acts on the Company behalf in the administration of complaints.

If the Policyholder remains dissatisfied after the Complaints Department has considered the complaint or a final decision has not been received within eight (8) weeks, the Policyholder can refer the complaint to the Financial Ombudsman Services at:
Financial Ombudsman Service
Exchange Tower
London E14 9SR
United Kingdom

Email: complaint.info@financial-ombudsman.org.uk
FOS web address: http://www.financial-ombudsman.org.uk/

From within the United Kingdom

Telephone Number:
0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)
0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom
Telephone Number: +44 (0) 20 7964 1000
Fax: +44 (0) 20 7964 1001
Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

Insurance Guarantee Scheme
XL Catlin Insurance Company UK Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: http://fscs.org.uk

Fair Processing Notice

How Touchstone Underwriting Limited use your Information
Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are
Touchstone Underwriting Limited are a Managed General Agency who underwrite risks on behalf of Insurance carriers
You are giving your information to Touchstone Underwriting Limited, which is a member of the Seventeen Group Limited group of companies (the Group). In this information statement, we us and our refers to the Group unless otherwise stated.

How your information will be used and who we share it with
Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider.

We may use and share your information with other members of the Group to help us and them:
- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:
- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.
We will not keep your information for longer than is necessary.

Sensitive Information
Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

How to contact us
On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Seventeen Group, 5 Lloyds Avenue, London, EC3N 3AE.

How XL Catlin Insurance Company UK Limited use your Information
For more information about how XL Catlin Insurance Company UK Limited process your personal information, please see our full privacy notice at: https://axaxl.com/privacy-and-cookies.

If you have questions or concerns regarding the way in which your personal information has been used, please contact: legalcompliance@axaxl.com.

Regulatory Information

(a) **XL Catlin Insurance Company UK Limited**

XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG.

Registered in England Number 5328622.

(b) **XL Catlin Services SE**

XL Catlin Services SE acts on behalf of XL Catlin Insurance Company UK Limited in the administration of complaints. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered office is XL House, 8 St Stephen's Green, Dublin 2 Ireland.

Registered in Ireland No. 659610

(c) **Touchstone Underwriting Limited**

Touchstone Underwriting Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference No.477614)

Registered Office is 156 South Street, Dorking, Surrey RH4 2HF

Registered in England No. 02264985

Underwritten and arranged by

Touchstone Underwriting

5th Floor
Meridian House
71 Clarendon Road
Watford WD17 1DS

Touchstone Underwriting is a trading name of Touchstone Underwriting Limited Authorised and regulated by the Financial Conduct Authority.
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