



INSIGNIA
underwriting

**Insurance for Charitable, Commercial and
Voluntary Heritage/Archaeological
Businesses**

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Introduction

This **Policy** wording, together with **Your** schedule and any endorsement(s) applied to **Your** schedule forms **Your** Insurance **Policy** and sets out the conditions of the contract of insurance between **You** and **Us**.

The **Policy** is designed to cover Charitable, Commercial and Voluntary Heritage/Archaeological businesses.

Please read **Your Policy** wording carefully and keep it, together with **Your** schedule, in a safe place.

Please contact Insignia Underwriting if this **Policy** wording is not correct or **You** would like to ask any questions.

The **Policy** and the schedule, including any **Policy Clauses** and **Endorsements**, should be read together and form the contract of insurance between **You** and **Us**.

The declaration or statement of fact, whether verbal or written, is the basis of the contract.

- **You** should understand what the insurance covers and does not cover.
- **You** should understand **Your** duties under the insurance, as the Policyholder.

Definitions

Wherever the following words or phrases appear in this policy wording, they will have the meaning shown below:

Asbestos Risks

- a. the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos;
- b. exposure to asbestos, asbestos fibres or materials containing asbestos;
- c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

Bodily Injury

Bodily injury by violent and visible means which, directly and independently of any other cause, results in death or disablement.

Buildings

Unless otherwise stated in the schedule the buildings should be:

- 1) constructed of brick, stone or concrete;
- 2) roofed with slates, tiles, concrete, metal or asbestos;
- 3) occupied for the sole purpose of the Business.

Business

The activity, activities or business conducted by **You** that are declared and agreed in the schedule and including non-publicly funded activities and non-duty activities.

Computers and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Damage

Theft or attempted theft, malicious damage, accidental loss or destruction of or damage to the property insured and used by the insured in connection with the business.

Data

All information which is:

- 1) electronically stored;
- 2) electronically represented;
- 3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data, including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Date Recognition

Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.

Employee

Any person who is:

- 1) under a contract of service or apprenticeship with **You**;
- 2) borrowed by or hired to **You**;
- 3) a labour master or supplied by a labour master;
- 4) employed by labour only sub-contractors;
- 5) self-employed;
- 6) under a work experience or training scheme;
- 7) regarded as being in **Your** employment under the terms of any contract or agreement;
- 8) a voluntary helper while working under **Your** control in connection with the Business;
- 9) an outworker or homeworker when engaged in work on **Your** behalf;
- 10) any other person delegated to handle funds and/or stock.

Endorsement(s)

A change to the terms of the **Policy**.

Excess

The amount **You** must bear as the first part of each agreed claim.

Geographical Limits

The geographical area as shown in the schedule.

Money

- 1) current legal tender;
- 2) crossed cheques;
- 3) crossed national giro payment orders;
- 4) crossed bankers' drafts;
- 5) VAT purchase invoices;
- 6) postal orders and money orders;
- 7) national savings certificates and premium bonds;
- 8) credit card and debit card vouchers;
- 9) unused franking machine units.

Nuclear Risks

- a. any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- b. any products or services which include, involve or relate in any way to anything in (a) above, or the storage, handling or disposal of anything in (a) above;
- c. all operations carried out on any site or premises on which anything in (a) or (b) is located.

Period of insurance

The time for which this **Policy** is in force as shown in the schedule.

Policy

This insurance document and the schedule, including any endorsements.

Sum Insured

The Limit of Indemnity for each section as shown in the schedule.

Terrorism

An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that;

- a. is committed for political, religious, ideological or similar purposes;
- b. is intended to influence any government or to put the public, or any section of the public, in fear;
- c.
 - i) involves violence against one or more persons;
 - ii) involves damage to property;
 - iii) endangers life other than that of the person committing the action;
 - iv) creates a risk to health and safety of the public or a section of the public;
 - v) is designed to interfere with or to disrupt an electronic system.

Virus

A piece of unauthorised executable code which propagates itself through **Your** computer system or network.

War

War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

We/Us/Our/Insurers

Arch Insurance (Europe) Limited, its staff and designated agents.

You/Your/Insured

A Charitable, Commercial or Voluntary Heritage/Archaeological business or other person(s) named in the schedule.

Areas Covered

Section A1/A2 – Own Equipment and Other Property

The schedule will state whether this section is insured or not insured

Special Definitions for this Section

Own Equipment and Other Property

Tools and equipment used in connection with the business belonging to the **Insured** for which **You** are legally responsible including computer equipment, machinery and site huts.

What is Covered

We will insure **You** against damage occurring during the period of insurance to:

- a. **Your** own equipment and other property contained in the location;
- b. **Your** own equipment and other property temporarily elsewhere, including while in transit.

Additional Cover

We will also pay for:

Glass Breakage

The necessary and reasonable costs **You** incur following breakage or **damage** to glass, which belongs to **You** or for which **You** are responsible, for:

- a. temporary boarding up;
- b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;

Additions to Contents

Damage to any newly acquired contents to a maximum of £ 1,000, provided **You** tell us the additional values within 3 months of the acquisition and pay any appropriate premium.

Lock Replacement

The costs **You** incur to replace locks and keys necessary to maintain the security of the premises or safes following theft of keys involving force and violence.

Rent

The amount of any rent for the location that **You** must pay for any period during which the location or any part of it is unusable as a result of damage insured by this section.

Building Damage by Theft

The cost of repairing damage to the location buildings caused by theft or attempted theft and for which **You** are legally liable.

What Is Not Covered

We will not make any payment for:

1. **Damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the damage is caused by storm or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. alterations, maintenance, repairs or any process of cleaning or restoring;
 - f. faulty workmanship, defective design or the use of faulty materials;
 - g. delay, confiscation or detention by order of any government or public authority;
 - h. counterfeit, substitute or foreign coins;
 - i. theft from an unattended vehicle unless the item is out of sight in a locked boot;
 - j. frost, other than damage due to water leaking from burst pipes forming part of the permanent internal plumbing provided the location is occupied and in use;
 - k. date recognition;
 - l. any computer virus.
2. loss or distortion of information resulting from computer error or malfunction;
3. the value to **You** of any lost or distorted information;
4. damage to any electrical or mechanical plant or directly resulting from its own breakdown, explosion or collapse;
5. unexplained loss or disappearance or inventory shortage;
6. consequential or financial losses of any kind;
7. pollution or contamination except damage to insured property which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured damage covered under this section;
 - b. damage which would otherwise be covered under this section which itself was caused by pollution or contamination.
8. damage directly or indirectly caused by, resulting from or in connection with terrorism or any action taken to control, prevent or respond to terrorism;
9. war, confiscation and nuclear risks.
10. the excess (if any) shown in the schedule.

How Much Will We Pay

We will pay up to the amount insured shown in the schedule unless limited below.

Debris Removal

We will pay the necessary and reasonable costs and expenses **You** incur to remove debris of contents from the premises or the area immediately adjacent, following damage insured by this section.

Stock

We will pay up to the original purchase price in respect of claims for stock.

Under Insurance

If, at the time of damage, the amount insured is less than 85% of the total value of the contents, the amount we pay will be reduced in the same proportion as the under insurance.

Your Obligations

We will not make any payment under this section unless **You** notify us promptly of any damage which might be covered. If **You** think a crime has been committed, **You** must also report it to the police.

In the case of the loss or theft of any computer and ancillary equipment while it is temporarily removed from the office, we will not make any payment unless **You** report the loss to the police within 48 hours after **You** become aware of it.

You should arrange for urgent repairs to be done immediately. Before any other repair work begins **We** have the right to inspect the damaged property. **We** will tell **You** if **We** want to do this.

Claims Basis

Indemnity Basis

Contents that are insured on an Indemnity basis will be repaired or replaced by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such property is only partially destroyed, **We** will pay for repair or replacement of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, **We** will not pay more than **We** would have done if the property had been completely destroyed.

New for Old Basis

Contents that are insured on a New for Old basis will be replaced with new equivalents provided the sum insured is adequate.

Agreed Value Basis

Contents that are insured on an Agreed Value will have:

- a. the agreed value paid in the event of total loss or destruction; or
- b. will be repaired to a condition as good as but not better than its condition prior to when the Damage occurred.
However, **We** will not pay more than 75% of the insured value of that item.

An agreed value is a value equal to or less than the actual or potential market value or, where possible, the cost of replacement or reproduction of any item taking into account the individual and/or unique nature of that item.

Section A3 – Hired in Plant

The schedule will state whether this section is insured or not insured

Special Definitions for this Section

Hired in Plant

Tools and equipment, site huts and other temporary accommodation hired by the **Insured** and for which **You** are responsible under the terms of their hiring agreement or otherwise but not plant on hire purchase or subject to a lease agreement or on free loan.

What is Covered

We will insure **You** against damage occurring during the period of insurance to:

- a. hired in plant contained in the location;
- b. hired in plant temporarily elsewhere, including while in transit.

What Is Not Covered

We will not make any payment for:

1. **Damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the damage is caused by storm or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. the use of crane(s) unless lifting operation complies with the requirements of BS7121 or any other British or International standard which may replace it;
 - f. vehicles which require a Road Fund Licence or Certificate of Motor Insurance;
 - g. tyres caused by punctures or bursts or the application of brakes;
 - h. bands, belts, cables, flexible hoses or non-metallic linings unless requiring replacement as a result of damage to other parts of the insured property;
 - i. clothing and personal effects;
 - j. abandonment or any damage caused as a result of abandonment;
 - k. alterations, maintenance, repairs or any process of cleaning or restoring;
 - l. faulty workmanship, defective design or the use of faulty materials;
 - m. delay, confiscation or detention by order of any government or public authority;
 - n. theft from an unattended vehicle unless the item is out of sight in a locked boot;
2. damage to any electrical or mechanical plant or directly resulting from its own breakdown, explosion or collapse;
3. unexplained loss or disappearance or inventory shortage;
4. consequential or financial losses of any kind;
5. damage directly or indirectly caused by, resulting from or in connection with terrorism or any action taken to control, prevent or respond to terrorism;
6. war, confiscation and nuclear risks.
7. the excess (if any) shown in the schedule.

Section B – Buildings

The schedule will state whether this section is insured or not insured

Special Definitions for this Section

Buildings

The buildings, including outbuildings and annexes, at the premises shown in the schedule, which belong to **You** or for which **You** are legally responsible, including:

- a. landlord's fixtures and fittings, fixed fuel tanks;
- b. walls, gates and fences, car parks, yards, private roads, pavements and paths, at the premises;
- c. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.

The land at the premises is not included within this definition.

Construction and Occupation of the Buildings

A building shall mean a construction of brick, stone or concrete, roofed with slates, tiles, concrete, metal or asbestos and occupied for the sole purpose of the Business, unless otherwise stated in the schedule.

What is Covered

We will pay for damage to the buildings occurring during the period of insurance.

Additional Cover

Trace and Access

We will pay for the necessary and reasonable costs **You** incur with **Our** consent to locate any damage to cables, underground pipes and drains, or the source of a gas leak or of any escape of water from permanent internal plumbing, and to make good any subsequent damage.

Additions to Buildings

We will pay for damage to any additions or improvements to the buildings after they are complete and become **Your** responsibility, provided **You** tell **Us** the additional values as soon as possible and pay the appropriate premium.

Selling the Buildings

If **You** are selling the buildings, this **Policy** will cover the buildings for the buyer from the time **You** exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, **You** must make the buyer aware of this obligation to comply with the terms of this **Policy**.

What Is Not Covered

We will not make any payment for:

1. Damage caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. normal settlement or bedding down of new structures;
 - c. settlement or movement of made up ground;
 - d. coastal or river erosion;
 - e. collapse or cracking, other than damage to the main building resulting from subsidence, ground heave or landslip;
 - f. subsidence, ground heave or landslip:
 - i) to walls, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time;
 - ii) to solid floors unless the walls are physically damaged at the same time;
 - g. demolition, building work or groundwork on the premises;
 - h. a rise in the water table;
 - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - j. storm or flood to gates or fences;
 - k. frost, other than damage due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
2. damage to any electrical or mechanical plant or equipment directly resulting from its own breakdown, explosion or collapse.
3. misuse, faulty workmanship, defective design or the use of faulty materials.
4. the cost of maintenance or routine redecoration.
5. consequential or financial losses of any kind.
6. pollution or contamination except damage to insured property which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured damage covered under this section, or;
 - b. damage which would otherwise be covered under this section which itself was caused by pollution or contamination.
7. damage directly or indirectly caused by, resulting from or in connection with terrorism or any action taken to control, prevent or respond to terrorism;
8. war, confiscation and nuclear risks.
9. the excess (if any) shown in the schedule.

How Much Will We Pay

We will pay up to the amount insured shown in the schedule unless limited below, but **We** will not pay more than the amount insured in total for the cost of rebuilding or repair and other costs combined.

Rebuilding and Repair

We will pay the cost of rebuilding or repairing the building to a condition equal to but not better or more extensive than its condition when new, provided **You** carry out the rebuilding or repair and do so without unreasonable delay.

Other Costs

We will pay the following necessary and reasonable costs and expenses **You** incur in rebuilding or repairing following damage insured by this section:

- a. the cost of removing debris of the buildings from the premises or the area immediately adjacent;
- b. the cost of dismantling, demolishing, shoring up or propping up any part of the buildings;
- c. the cost of complying with any statutory or local authority requirement regarding the damaged part of the buildings, unless notice of such requirement was served before the damage and provided the buildings were originally built according to any government and local authority regulations in force at that time.
- d. the fees of architects, surveyors or consulting engineers.

We will not pay for the cost of preparing a claim.

Special Rebuilding Conditions

You may rebuild or replace a building which is totally destroyed in any manner suitable to **Your** requirements and/or on another site provided this does not increase the cost.

If, at the time of damage, the amount insured is less than 85% of the total rebuilding cost of the buildings including an allowance for additional costs, the amount **We** pay will be reduced in the same proportion as the under insurance.

Your Obligations

We will not make any payment under this section unless **You** notify **Us** promptly of any damage to the buildings. If **You** think a crime has been committed, **You** must also report it to the police.

You should arrange for urgent repairs to be done immediately. Before any other repair work begins **We** have the right to inspect the damaged property. **We** will tell **You** if **We** want to do this.

Unoccupancy

You must tell **Us** immediately if the buildings will be left unoccupied or will not be used for more than 30 consecutive days. If **You** do not, **We** will not make any payment for damage occurring while the buildings are unoccupied.

Section C – Employers’ Liability

The schedule will state whether this section is insured or not insured

Special Definitions for this Section

Defence Costs

Costs incurred with **Our** prior written agreement to investigate, settle or defend a claim against **You**.

What is Covered

Claims Against You

If any employee brings a claim against **You** for bodily injury caused to them during the period of insurance arising out of their work for **You**, **We** will indemnify **You** against the sums **You** have to pay as compensation.

The amount **We** pay will include defence costs but **We** will not pay costs for any part of a claim not covered by this section.

Criminal Proceedings

If any governmental, administrative or regulatory body brings any criminal action against **You** during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, **We** will pay the costs incurred with **Our** prior written consent to defend such an action against **You**.

What is Not Covered

We will not make any payment for:

1. Any claim or loss directly or indirectly due to:
 - a. any act, breach or omission **You** deliberately or recklessly commit, condone or ignore.
 - b. any bodily injury caused to any of **Your** employees while they are offshore. An employee is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
 - c. any bodily injury to any employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **You** are entitled to indemnity from any other source.
2. Any claim brought against **You** in any court, or legal proceedings in any country which operate under the laws of:
 - a. United States of America or its territories or possessions or Canada;
 - b. China;or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part unless otherwise stipulated in the schedule.

How Much Will We Pay

We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their defence costs which arise from the same accident or event.

Special Limits

- a. The most **We** will pay for claims and their defence costs arising from terrorism is the amount shown in the schedule. If **We** decide that this limit applies to a claim, it is **Your** responsibility to prove that the claim does not arise from terrorism.
- b. **We** will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **You** during the period of insurance.

Your Obligations

We will not make any payment under this section:

1. unless **You** notify **Us** promptly of any claim or threatened claim against **You**.
2. unless **You** notify **Us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **Your** employee or a third party, **You** admit that **You** are liable for what has happened or make any offer, deal or payment, unless **You** have **Our** prior written agreement.

Control of Defence

We have the right, but not the obligation, to take control of and conduct in **Your** name, the investigation, settlement or defence of any claim. If **We** think it necessary **We** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **Your** own solicitor but on a similar fee basis as **Our** solicitor and only for work done with **Our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory Insurance Clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **We** make which **We** would not have been liable to pay in the absence of such law.

Section D – Public & Products Liability

The schedule will state whether this section is insured or not insured

Special Definitions for this Section

Defence Costs

Costs incurred with **Our** prior written agreement to investigate, settle or defend a claim against **You**.

Denial of Access

Nuisance, trespass or interference with any easement or right of air, light, water or way.

Personal Injury

False arrest, detention, or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.

Pollution

Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

Products

Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by **You**.

Property Damage

Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.

Tool of Trade

Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.

You/Your

Also includes any person who was, is or during the period of insurance becomes **Your** partner or director or senior manager in actual control of **Your** operations.

What is Covered

Claims Against You

If, as a result of **Your** business, any party brings a claim against **You** for:

- a. bodily injury or property damage occurring during the period of insurance;
- b. personal injury or denial of access committed during the period of insurance,

We will indemnify **You** against the sums **You** have to pay as compensation.

This includes a claim against any employee or volunteer worker of yours when they are acting on **Your** behalf in whatever capacity.

We will also pay defence costs but **We** will not pay costs for any part of a claim not covered by this section.

Claims Against Others

If, as a result of **Your** business, any party brings a claim, which falls within (a) above, against **Your** client or customer, or a distributor of **Your** products and **You** are liable for that claim, **We** will treat such claim as if made against **You** and make the same payment to the client, customer or distributor that **We** would have made to **You**, provided that the party to be indemnified:

- a. has not, in **Our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **We** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **We** are notified of it;
- d. gives **Us** the information and co-operation **We** reasonably require for dealing with the claim.

Criminal Proceedings

If any governmental, administrative or regulatory body brings any criminal action against **You** during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, **We** will pay the costs incurred with **Our** prior written consent to defend such an action against **You** or any employee of yours.

What is Not Covered

We will not make any payment for any claim or loss directly or indirectly due to:

1. loss of or damage to any property belonging to **You** or which at the time of the loss or damage is in **Your** care, custody or control. This does not apply to:
 - a. employees' or visitors' vehicles or effects while on **Your** premises;
 - b. premises, including their contents, which are not owned or rented by **You**, where **You** are temporarily carrying out **Your** business;
 - c. premises rented to **You**, for loss or damage not insurable under property insurance policies and for which **You** would not be liable other than by the lease or other agreement.

2. the ownership, possession, maintenance or use by **You** or on **Your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. This does not apply to:
 - a. any tool of trade;
 - b. the loading or unloading of any vehicle off the highway.
3. bodily injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **You**.
4. Pollution:
 - a. any pollution of buildings or other structures or of water or land or the atmosphere;
 - b. any bodily injury or property damage directly or indirectly caused by pollution unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance;
 - c. any pollution occurring in the United States of America or Canada.
5. transmission of a computer virus.
6. designs, plans, specifications, formulae, directions or advice prepared or given by **You** for a fee.
7. the costs of repairing, reconditioning or replacing any product or any of its parts.
8. Products:
 - a. any of **Your** products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;
 - b. any of **Your** products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including groundhandling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **Your** products.
9. any act, breach, omission or infringement **You** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
10. **Your** liability under any contract which is greater than the liability **You** would have at law without the contract.
11. date recognition.
12. war, terrorism or nuclear risks.
13. asbestos risks.

We will not make any payment for:

1. that part of any claim where **Your** right of recovery is restricted by any contract.
2. fines and contractual penalties, punitive or exemplary damages.
3. any claim, including arbitration, brought outside the countries set out in the schedule under Applicable Courts. This applies to proceedings in the Applicable Courts to enforce, or which are based on, a judgment or award from outside the Applicable Courts.

How Much Will We Pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below.

We will also pay for defence costs. However, if a payment greater than the limit of indemnity has to be made for a claim

Our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **Your** work will be regarded as one claim.

Special Limits

- a. For claims arising from **Your** products, the most **We** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for defence costs for those claims until the limit of indemnity has been exhausted. **You** must pay any relevant excess shown in the schedule.
- b. For claims arising from pollution, the most **We** will pay is a single limit of indemnity for the total of all such claims and their defence costs, including any claims forming part of a series of other claims regarded as one claim under this section. **You** must pay any relevant excess shown in the schedule.
- c. For claims brought in the United States of America or Canada, the most **We** will pay is a single limit of indemnity for the total of all such claims and their defence costs. **You** must pay any relevant excess shown in the schedule.
- d. The most **We** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **You** during the period of insurance.

Paying Out The Limit of Indemnity

At any stage **We** can pay **You** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay defence costs already incurred at the date of **Our** payment. **We** will then have no further liability for those claims or their defence costs.

Your Obligations

We will not make any payment under this section:

1. unless **You** notify **Us** promptly of any claim or threatened claim against **You**.
2. unless **You** notify **Us** as soon as practicable of, if, when dealing with **Your** client or a third party, **You** admit that **You** are liable for what has happened or make any offer, deal or payment, unless **You** have **Our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **You** had to give these details in negotiating a contract with **Your** client or have **Our** prior written agreement.

Correcting Problems

We will not make any payment for products claims if **You** fail to take reasonable steps to remedy or rectify, at **Your** expense, any defect or failure in the goods or services **You** have supplied to a client, customer or distributor.

Control of Defence

We have the right, but not the obligation, to take control of and conduct in **Your** name, the investigation, settlement or defence of any claim. If **We** think it necessary **We** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **Your** own solicitor but on a similar fee basis as **Our** solicitor and only for work done with **Our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Section E – Charity & Charity Trustees Indemnity

The schedule will state whether this section is insured or not insured

Special Definitions for this Section

Bail Costs

Costs incurred with **Our** prior written agreement to pay for a bond or other financial instrument to guarantee an insured person's bail or equivalent in any other jurisdiction.

Claim

Any written demand or civil, criminal, regulatory or arbitration proceeding made against an insured person seeking monetary damages or other legal relief alleging a wrongful act.

Defence Costs

Costs incurred with **Our** prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any claim made against an insured person or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any claim.

Employee

Any person under a contract of service with **You** or any person directly engaged by **You** with or without payment including any volunteer solely whilst under **Your** control in connection with **Your** business.

Employment Claim

A claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, invasion of privacy or any other claim as a result of the employment or non-employment by **You** of any current, former or potential employee.

Extradition Proceeding

Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.

Health and Safety/Manslaughter Claim

Any claim against any insured person alleging involuntary, constructive or gross negligence manslaughter or any claim under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.

Insured Person

1. Any natural person who was, is or during the period of insurance becomes a trustee, committee member, volunteer, director or officer of **You**.
2. Any de facto director whilst acting in such capacity for **You**.
3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.
4. Any employee of **You**.
5. The lawful spouse, civil or unmarried partner of any person within 1, 2, 3 and 4 above solely because of their spousal, civil or unmarried partner relationship following a claim against that person.
6. Any trustee of any pension or employee benefit scheme operated or administered by **You**.
7. The estates, heirs or legal representatives of any person in 1, 2, 3, 4 or 5 above who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person.

Insured Person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.

Investigation

An official examination, official enquiry or official investigation into **You** or any insured person conducted by any regulator, government department or other body legally empowered. Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation which is not solely related to **Your** or any insured person's conduct.

Legal Representation Costs

Reasonable and necessary legal costs, fees, charges and expenses for which any insured person is legally liable, incurred with **Our** prior written consent (not including remuneration of any insured person or other additional costs of yours) for legal representation directly in relation to an investigation.

Loss

The amount any insured person becomes legally liable to pay in respect of a claim including defence costs, legal representation costs, awards of damages (including punitive and exemplary damages where legally permissible), awards of costs, settlements with **Our** prior written agreement (which shall not be unreasonably withheld). Loss does not include:

- a. any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits;
- b. punitive and exemplary damages in relation to an employment claim;
- c. the multiplied portion of any damages award unless awarded for defamation.

Pollutant

Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).

Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify or neutralise any pollutant.

Retired Trustee

Any insured person no longer acting in such capacity.

Subsidiary

Any entity in which **You**:

1. own directly or through one or more of **Your** subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or
2. control a majority of its voting rights under a written agreement with other shareholders or members.

If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim against **You** or an insured person arising from a wrongful act committed before it ceased to be a subsidiary.

Wrongful Act

Any actual or alleged act, error or omission committed or attempted by an insured person arising from the performance of the insured person's duties in their capacity as **Your** trustee, committee member, volunteer, director, officer or employee including:

1. breach of any duty, including fiduciary or statutory duty;
2. breach of trust;
3. negligence, negligent misstatement, misleading statement or negligent misrepresentation;
4. defamation;
5. wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation);
6. breach of warranty of authority;
7. any other act, error or omission attempted or allegedly committed or attempted by an insured person solely because of their status as a director, officer or employee of **You**.

You/Your

Also includes:

1. a subsidiary, and any subsidiary created or acquired during the period of insurance provided that the newly created or acquired subsidiary:
 - a. is not domiciled in the United States of America; or
 - b. does not trade any of its securities on any United States of America exchange;
2. any pension or employee benefit scheme or trust fund,

but only for a claim against an insured person arising from a wrongful act committed after the date of creation or acquisition of such subsidiary.

What is Covered

Claims Against an Insured Person

We will pay on behalf of any insured person the loss arising from a claim first made during the period of insurance against any insured person for any wrongful act within the geographical limits.

Charity/'Not for Profit' Body Reimbursement

We will pay on **Your** behalf the loss which **You** are legally obliged or permitted to pay on behalf of an insured person arising from a claim first made during the period of insurance against an insured person for a wrongful act within the geographical limits. **You** must pay the excess (if any) shown in the schedule.

If **You** are permitted or obliged to provide such payment but fail to do so for any reason other than **Your** insolvency, **We** will pay the amount of the claim regardless of whether **You** advanced payment or indemnified an insured person for such loss.

Employment Claims

We will pay on behalf of an insured person the loss arising from an employment claim first made against an insured person during the period of insurance brought by a current, former or potential employee of yours.

This cover does not apply if the insured person is covered under the Employment practices liability section of this **Policy**.

Extradition Proceedings

We will pay on **Your** behalf the loss arising from any extradition proceeding against any insured person during the period of insurance.

Health and Safety/Manslaughter

We will pay on **Your** behalf loss which **You** are legally obliged or permitted to pay on behalf of an insured person arising from a health and safety/manslaughter claim against an insured person for a wrongful act within the geographical limits.

Pension/Employee Benefit Schemes Claims

We will pay on **Your** behalf loss in respect of a claim arising from an insured person's operation or administration of any pension or employee benefit scheme or trust fund.

Pollution Claims

We will pay on **Your** behalf loss in respect of a claim arising from pollution.

Representation Costs

- a. **We** will pay on behalf of any insured person the legal representation costs arising from an investigation where **Your** or an insured person's attendance is required during the period of insurance;
- b. **We** will pay on **Your** behalf the legal representation costs arising from an investigation where an insured person's attendance is required which **You** are legally obliged or permitted to pay on behalf of the insured person first notified as being required during the period of insurance.

Bail Costs

We will pay on behalf of any insured person bail costs arising from a claim against an insured person for a wrongful act within the geographical limits. The limit provided under this cover shall be 10% of the total limit shown on the schedule or £250,000 whichever is the lesser. This limit shall form part of the total aggregate limit for this section shown in the schedule.

Crisis Containment Costs

We will pay on behalf of any insured person the crisis containment costs arising from a claim. The limit provided under this cover shall be limited to a maximum of £25,000 per **Policy**. This limit shall be in addition to the total aggregate limit for this section shown in the schedule.

What Is Not Covered

We will not make any payment for any claim, loss or investigation:

1. based upon, attributable to or arising out of:
 - a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person;
 - b. an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled.
 - c. an act intended to secure or which does secure a profit for any other company where an insured person is a director, officer or employee of such company. This exclusion will only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur.
2. based upon, attributable to or arising out of an act which an insured person knew, or must be assumed to have known, was not in the interests of the charity or where the insured person did not care whether it was in **Your** best interests or not.
3. based upon, attributable to or arising out of any claim, investigation or circumstance which **You** were aware of, or that has been reported under any **Policy** existing or expired, prior to the start of the period of insurance.
4. based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an insured person or **You** initiated prior to the date shown under the prior and pending litigation date in the schedule.
5. based upon, attributable to or arising out of an insured person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.
6. based upon, attributable to or arising out of any wrongful act committed or attempted in the United States of America.
7. based upon, attributable to or arising from mental or emotional distress (except an employment claim), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property unless arising directly from any designs, plans, specifications, formulae, directions or advice prepared or given by **You**. This exclusion shall not apply to any health and safety/manslaughter claim.
8. based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person after **You** merge or consolidate with another company. In the event of a subsidiary ceasing during the period of insurance to be a subsidiary cover under this section shall be amended to apply solely to loss arising out of any claim for a wrongful act committed by an insured person prior to the effective date of sale or dissolution.

How Much Will We Pay

The most **We** will pay for the total of all claims and their defence costs and all legal representation costs is the limit of indemnity shown in the schedule irrespective of the number of claims made.

Each claim shall be treated as first made when **We** receive notice of the first claim. Legal representation costs shall be treated as first made when attendance of an insured person is first notified as being required at an investigation.

You must pay the relevant excess shown in the schedule.

Paying Out The Limit of Indemnity

At any stage of a claim, **We** can pay the insured person the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any claim or loss.

Your Obligations

1. **We** will not make any payment under this section unless **You** notify **Us** promptly of the following within the period of insurance or at the latest within 45 days after it expires:
 - a. the insured person's first awareness of any wrongful act. If **We** accept the insured person's notification **We** will regard any subsequent claim as notified to this insurance.
 - b. any claim or threatened claim against the insured person or the insured person's lawful spouse, civil or unmarried partner.
 - c. any investigation into **You**.
 - d. the start of any disqualification proceedings against any insured person.
 - e. any threat to start proceedings against any insured person for pollution.
2. **You** may notify **Us** of any circumstance **You** reasonably expect to give rise to a claim giving reasons for such expectation and including full particulars as to the dates and persons involved.
3. If any insured person prior to the period of insurance had knowledge of a material misstatement in or omission from the information provided to **Us** upon which **We** agreed to insure **You**, that insured person will have no cover under this section.

Control of Defence and Payment of a Claim

You and any insured person must give **Us** the information and co-operation which **We** may reasonably require and take all reasonable steps to defend any claim. **You** and the insured person should not do anything which may prejudice **Our** position.

Any insured person may with **Our** prior written approval appoint legal representation. However, where a claim is made against more than one insured person the same legal representative should be used unless there is a material conflict of interest between insured persons.

If it is not possible to obtain **Our** consent prior to incurring defence costs **We** will give retrospective consent provided **Our** consent is obtained within 14 days of first incurrance of such defence costs.

We shall have the right to participate fully in the defence of any claim including negotiation of any settlement. **We** shall have the right to defend any claim brought by **You**.

Where there is a dispute between **Us** and **You** and/or any insured person over cover, proposed settlement or continuing the defence of a claim, **You** or **We** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **Us** and **You** and any insured person and will establish whether **Policy** cover exists, defence of said claim will continue or settlement will be agreed. The costs of such opinion shall be met by **Us**.

We shall pay defence costs above any excess and covered by this section on an ongoing basis prior to the final resolution of any claim. **You** and/or any insured person must reimburse **Us** for any defence costs paid where it is determined there is no entitlement under this section.

If a claim is made which is not wholly covered by this section and/or is also made against **You** and any other person who is not an insured person, **We**, **You** and the insured person shall use **Our** best endeavours to agree a fair allocation between loss that is covered and loss not covered by this section.

Section F – Money & Assault

The schedule will state whether this section is insured or not insured

Special Definitions for this Section

Business Hours

You normal working hours and any other period during which **You** or any employee entrusted with money is on the premises in connection with the business.

Insured Person

You, Your staff or an Employee.

Loss of Limb

A severance at or above the wrist or ankle or total and permanent loss of use of a hand, arm, foot or leg.

The Premises

The room or rooms occupied during Business Hours and any other rooms falling within the same lockable part of the building.

Safe/Strongroom

An item being of substantial construction with key and/or combination locks and manufactured for the secure storage of cash and/or documents. This does not include cash boxes, tills, filing cabinets or any item constructed of sheet metal whether lockable or not.

Money

What Is Covered

1. loss of money, that belongs to **You** or for which **You** are legally responsible in connection with the business, including loss of money from machines operated by coin, note or token;
2. loss or damage to personal possessions owned by members of the staff, or employees as a result of theft, or attempted theft away from the premises;
3. damage to any safe as a result of theft, or attempted theft of money for which **You** are legally responsible.

What Is Not Covered

1. shortages due to clerical or accounting errors;
2. any loss due to lack of integrity of any of the Insured's employees not discovered within fifteen working days;
3. where a more specific insurance is in force, except for any amount in excess of that insurance;
4. loss of money from vehicle(s) when such vehicle(s) are left without an authorised occupant.

How Much Will We Pay

We will pay up to the limits of indemnity shown in the schedule.

Your obligations

We will not make any payment under this section:

1. unless **You** keep a complete record of money in a secure place other than in a safe, or strongroom containing money;
2. unless all keys and duplicate keys for safes, strongrooms and alarms are removed from the premises when they are closed, or left unattended;
3. unless all transits of money are escorted by a minimum of two persons at all times.

Assault

What Is Covered

We will pay compensation to **You** for:

1. bodily injury to an Insured Person caused by the theft or attempted theft, which happens in the course of the Business and results in:

(a) death	£	25,000
(b) loss of one or more limbs and/or sight of one or both eyes;	£	25,000
(c) Permanent Total Disablement (PTD);	£	25,000
(d) Temporary Total Disablement (TTD);	£	200*
(e) Temporary Partial Disablement (TPD);	£	100*

* per week during such disablement.

Contingency (a) – occurring within 24 months of bodily injury;

Contingency (b) – occurring within 24 months of bodily injury;

Contingency (c) – prevents an Insured Person from pursuing any occupation after 24 months of the bodily injury;

Contingency (d) – prevents the Insured Person from pursuing their normal occupation within 24 months of the bodily injury;

Contingency (e) – prevents the Insured Person from pursuing their normal occupation within 24 months of the bodily injury;

2. the cost of cleaning, repairing or replacing lost or damaged clothing or personal effects of the Insured Person up to £500.

What Is Not Covered

We will not make payment for:

1. any amount for weekly compensation (for temporary total disablement) until the total amount has been ascertained and agreed; any such payments shall be deducted from any sum subsequently paid under Assault, item 1 above;
2. weekly payments following any single disablement which exceed the period of that disablement or 104 consecutive weeks from the date of disablement, whichever is the less.

How Much Will We Pay

We will pay up to the limits of indemnity shown in the schedule.

Your obligations

We will not make any payment under this section:

1. if an insured persons refuses to undergo a medical examination at **Our** request and expense;
2. if **You** or **Your** legal representative fail to supply **Us** with certificates, information or evidence in the format we require at **Your** expense.

Section G – Fidelity Guarantee

The schedule will state whether this section is insured or not insured

What is Covered

We will pay for the direct loss of money or contents by **You** sustained by **You** during the period of insurance as a result of any dishonest, fraudulent or criminal act of any of **Your** employees whether committed by the employee alone or in collusion with other persons.

With **Our** written consent and to establish the amount of loss, **We** will also pay for professional fees necessary to undertake an audit to a maximum sum of £ 2,500. This payment will be in addition to the fidelity guarantee limit shown on the schedule.

What is Not Covered

We will not pay for:

1. any loss arising out of the activities of any employee who, to the knowledge of the Insured, has committed any dishonest or fraudulent act unless such loss occurred prior to the Insured obtaining such knowledge;
2. any loss arising out of the activities of an employee occurring subsequent to the date upon which knowledge of any previous act insured against was committed by whichever employee shall have come to the Insured's (or to any representative of the Insured) notice;
3. any loss arising out of activities of any employee who **You** do not have the right to supervise and direct;
4. any consequential loss;
5. any penalties or fines;
6. any loss covered elsewhere under this **Policy**;
7. any loss of public money or property;
8. any money, salary, bond, deposit or any other property in **Your** possession belonging to or in respect of an employee who is the subject of a claim;
9. any loss discovered by **You** and reported to us later than 180 days from the end of the period of insurance.

How Much Will We Pay

The maximum **we** will pay in respect of all acts of fraud or dishonesty committed by any one employee, or employees acting in collusion, will not exceed the limit stated in the schedule. Furthermore all acts of fraud or dishonesty committed by any one employee or employees acting in collusion, during more than one period of insurance shall be deemed as one claim and **Our** liability will not accumulate. The most **We** will pay for all acts no matter in what period of insurance they were committed will be as stated in the schedule.

Your obligations

1. **You** must:
 - a. obtain and retain for **Our** inspection at least two written or fully documented verbal references confirming the honesty and good character of **Your** civilian employees;
 - b. ensure that all cheques issued by **You** with a value exceeding £5,000 must be signed by two authorised signatories who will verify the invoices and any other vouchers against the cheque;
 - c. ensure that all money received will be paid into **Your** bank account within three working days of receipt;
 - d. ensure **Your** records of money received and expended must be reconciled with bank statements, stamped paying-in slips, receipt counterfoils, vouchers, cash in hand and un-presented cheques to produce a balance at least monthly and independently of the employees responsible;
 - e. ensure all stocks will be subject to independent physical checks at least quarterly against verified stock records.
2. **You** must, if and when requested by **Us**, use all diligence in prosecuting any employee or other person suspected of any dishonest, fraudulent or criminal act in consequence and of which a claim shall have been made under this section.
3. **You** must give immediate notice in writing to **Us** of any act insured against, committed by an employee, immediately after the same shall have come to **Your** knowledge (or the knowledge of any representative of yours) stating the method by which the said acts insured against were committed, the nature and extent of the loss so far as then ascertained, and the last known address of such employee.
4. Full details, as required by **Us**, of every claim shall be provided to **Us** at least within three months of the notice mentioned in condition 2. above.
5. **We** shall be entitled, at **Our** own expense and for **Our** own benefit, in **Your** name or otherwise to pursue all claims and exercise all rights of action deemed appropriate against any civilian employee in respect of any act insured against in connection with payment **We** may have made under this section. Furthermore **You** will give to **Us** all such information and assistance as **We** may reasonably require for maintaining any such claims or rights.

Section H – Business Interruption

The schedule will state whether this section is insured or not insured

Special Definitions for this Section

Income

The total income of the business carried out from **Your** location.

Indemnity Period

The period beginning at the date of the insured damage, or the date the restriction is imposed, and lasting for the period during which **Your** income is affected as a result of such insured damage or restriction, but for no longer than the number of months shown in the schedule.

Insured Damage

Damage to property provided that:

- a. the damage is not otherwise excluded by the Buildings or Contents section of this **Policy**; and
- b. payment has been made or liability admitted by the insurer under any insurance covering such damage.

Specified Working Expenses

Purchases less applicable discounts, and bad debts.

What Is Covered

We will pay for **Your** loss of income or loss of gross profit and additional expenses, as specified in the schedule, resulting solely and directly from an interruption to **Your** business caused by insured damage to **Your** contents or to any other property used by **You** at the location.

We will also pay for **Your** loss of income or loss of gross profit and additional expenses up to the limit stated in the schedule as applicable resulting solely and directly from an interruption to **Your** business caused by the following:

- a. insured damage to property in the vicinity of the location which prevents or hinders **Your** access to the location;
- b. any of **Your** outstanding debts which **You** are unable to recover as a direct result of insured damage to **Your** accounting records.
- c. insured damage at the premises of one of **Your** suppliers operating and based in the European Union, other than water, gas, electricity or telecommunications services;
- d. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union to the office for more than 24 consecutive hours caused by insured damage to any property;
- e. **Your** inability to use the location due to restrictions imposed by a public authority following:
 - i) a murder or suicide;
 - ii) an occurrence of a notifiable human disease;
 - iii) injury or illness of any person traceable to food or drink consumed on the premises;
 - iv) vermin or pests at the premises.

What Is Not Covered

We will not make any payment:

1. for any interruption to **Your** business directly or indirectly caused by, resulting from or in connection with terrorism;
2. under this section if **Your** business is discontinued permanently or if a liquidator or receiver is appointed.

How Much Will We Pay

We will pay up to the amounts shown in the schedule for each of the following items.

If **You** are accountable to the tax authorities for Value Added Tax, the amount **We** pay will be exclusive of such tax. The amount **We** pay for each item will be calculated as follows:

Loss of Income

The difference between **Your** actual income during the indemnity period and the income it is estimated **You** would have earned during that period or, if this is **Your** first trading year, the difference between **Your** income during the indemnity period and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **You** pay out of **Your** income during the indemnity period.

Additional Expenses

The necessary and reasonable additional costs and expenses **You** incur in order to continue **Your** business during the indemnity period.

Accountant's Charges

The amount **We** will pay for loss of income, or loss of gross profit if applicable, includes the reasonable charges you pay to **Your** professional accountant for producing information **We** require in support of a request for settlement under this section.

Special Limit for Additional Covers

Where one of the additional covers applies, **We** will not pay more than the amount shown in the schedule for that additional cover.

Under Insurance

If **Your** actual income, or **Your** actual gross profit if applicable, during the 12 months immediately preceding the date of the damage or restriction is less than 85% of the amount insured, the amount **We** pay will be reduced in the same proportion as the under insurance.

Your obligations

We will not make any payment under this section unless **You** notify **Us** promptly of any damage or event which might prevent or hinder **You** from carrying on **Your** business.

Property Insurance

Where the damage involves property **You** own or are legally responsible for, **We** will not make any payment unless **You** have property insurance in force covering the damage and payment has been made, or liability admitted, under that insurance for the damage.

With regard to breakdown damage to computers and ancillary equipment, this requirement is satisfied if **You** have in force a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of breakdown.

Accounts Records

We will not make any payment for outstanding debts unless **You** keep a record of all amounts owed to **You** and keep a copy of the record away from the office.

You must notify **Us** immediately **You** become aware of:

1. a change in the tenancy or management of a premises;
2. a transfer or proposed transfer of a licence;
3. a complaint against a premises or the control of a premises;
4. any action against the:
 - a. a licence holder;
 - b. a Manager;
 - c. a tenant or other occupier of a premises for any breach of the licensing law or any other matter where the integrity of the person concerned is brought into question.
5. objection to renewal of the licence or other reasons which could endanger the licence or its renewal.

In the event of loss of licence **You** must inform **Us** in writing within 24 hours.

Cooling Off Period

You can cancel this **Policy** by contacting Insignia Underwriting, Cross Keys House, 22 Queen Street, Salisbury, Wiltshire, SP1 1EY within 14 days of either:

- the date **you** receive **Your** insurance **Policy** or
- the start of the **Period of Insurance**, whichever is the later.

If **You** have not made any claims during the "cooling off period", **We** will refund the premium paid to **Us**.

Cancellation

You can cancel this **Policy** at any time by contacting, Insignia Underwriting, Cross Keys House, 22 Queen Street, Salisbury, Wiltshire, SP1 1EY. Telephone +44 (0) 1722 597980.

You may be entitled to a refund of premium for the unexpired **Period of Insurance** provided that **You** have not made a claim during the **Period of Insurance**.

We can cancel this **Policy** by giving **You** 30 days' notice in writing to **Your** last known correspondence address.

You shall immediately return to **Us** any effective Certificate(s) of Employers Liability Insurance.

Peace of Mind

Arch Insurance Company (Europe) Limited are members of the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. Information about the Compensation Scheme arrangements is available from:

FSCS: www.FSCS.org.uk

Precision Underwriting (UK) Limited is registered in England & Wales under company number 07889205, and is an appointed representative of UK General Insurance Limited who are authorised and is regulated by the Financial Conduct Authority.

Arch Insurance Company (Europe) Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The company is registered in England and Wales under registered no 4977362 and its registered office is at 6th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ.

Data Protection

You should understand that any information **You** have provided will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

Language Used

The English language will be used for all communications, the contractual terms and conditions and any other information **We** are required to supply **You** before and during the contract.

How to Make a Claim

For all claims please contact Insignia Underwriting Cross Keys House, 22 Queen Street, Salisbury, Wiltshire, SP1 1EY or telephone +44 (0) 1722 597980 quoting the **Policy** reference shown on the schedule.

Claims Procedure

You will:

- a) tell **Us** immediately of any event or occurrence which may result in a claim;
- b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves;
- c) at **Your** expense, provide **Us** with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim, within:
 - i) 30 days of **You** becoming aware of the event or occurrence;
 - ii) 7 days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons or such further time that **We** may allow;
- d) provide **Us** with all information and help **We** require in respect of the claim;
- e) pass to **Us** unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this **Policy**;
- f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this **Policy** without **Our** written agreement.

Policy Conditions

1. **Basis of Insurance**

Because of its importance, all information which **You** or anyone on **Your** behalf provided before **We** agreed to insure **You** is incorporated into and forms the basis of this. All facts and matters which might be relevant to **Our** consideration of **Your** proposal must be disclosed **Policy** and all material representations made to **Us** must be true, otherwise **We** are entitled to treat this insurance as if it had never existed.

2. **Terrorism**

Notwithstanding any provisions to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. **Change of Circumstances**

You must tell **Us** as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this **Policy**. (A material fact or circumstance is one which might affect **Our** decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this **Policy**.

4. **Fraud**

We will avoid the **Policy** from the date of the loss or alleged loss:

- a) if a claim made by **You** or anyone acting on **Your** behalf to obtain a **Policy** benefit is fraudulent or intentionally exaggerated; or
- b) a false declaration or statement is made in support of a claim.

5. **Reinstatement**

When **We** decide, or are required to reinstate or replace any property **You** will, at **Your** expense provide;

- a) plans;
 - b) documents;
 - c) books;
 - d) information;
- which **We** require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow. The maximum amount **We** will pay in respect of one item is the Sum Insured.

6. **Average**

Where a Sum Insured is subject to Average, if at the time of loss, destruction or damage, the Sum Insured is less than the total value of the property, **You** will:

- a) be responsible for the difference;
- b) bear a proportionate share of the loss.

7. **Contribution**

Applicable to Public Liability Section and Employers Liability Section

- a) If the insurance provided by these Sections is also covered by another **Policy** (or would but for the existence of these Sections), **We** will only indemnify **You** in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this policy

- b) where any loss, destruction, damage or liability covered by the **Policy** is also covered by another **Policy**, (or would be but for the existence of this **Policy**), **We** will only pay a rateable share of the loss;
- c) if the other insurance is subject to a condition of Average and this **Policy** is not, this **Policy** will become subject to the same condition of Average;
- d) if the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment **We** make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

8. **Discharge of Liability**

We may at any time pay:

- a) the Limit of Indemnity; or
- b) the Sum Insured; or
- c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

9. **Our Rights**

If loss, destruction or damage occurs which may lead to a claim **We** may:

- a) enter or take possession of the building or premises;
- b) take possession of, or require to be delivered to **Us**, Property Insured which **We** will deal with in a reasonable manner without incurring liability or reducing **Our** rights.

We will not pay for loss, destruction or damage if **You** or anyone acting on **Your** behalf:

- i) do not comply with **Our** requirements;
- ii) hinder or obstruct **Us**.

You are not entitled to abandon property to **Us**.

10. **Subrogation**

Anyone making a claim under this **Policy** must, at **Our** request and expense, do everything **We** reasonably require to:

- a) enforce a right or remedy; or
- b) obtain relief or indemnity from other parties to which **We** will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require **You** to carry out such actions before or after **We** make any admission of or payment of a claim.

11. **Arbitration**

Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

12. **Reasonable Precaution**

You will:

- a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair;
- b) take all reasonable precautions to prevent:
 - i) loss, destruction or damage to Property Insured;
 - ii) accident or injury to any person or loss, destruction or damage to their property;
- c) comply with all legal requirements and safety regulations and conduct the Business in a lawful manner;
- d) keep books with a complete record of purchases and sales.

13. **Due Diligence**

You must take reasonable steps to prevent accident or injury and to protect **Your** property against loss or damage. **You** must keep any property insured under this **Policy** in good condition and repair.

14. **Premium Payment**

We will not make any payment under this **Policy** unless **You** have paid the premium.

15. **Other Insurance**

This **Policy** does not cover any loss or claim where **You** would be entitled to be paid under any other insurance if this **Policy** did not exist.

16. **Aggregate Limit**

Where this **Policy** specifies an aggregate limit, this means **Our** maximum payment for all relevant claims or losses covered under the **Policy** during the period of insurance. If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **Policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.

17. **Rights of Third Parties**

You and **Us** are the only parties to this **Policy**. Nothing in this **Policy** is intended to give any person any right to enforce any term of this **Policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Our Service to You

Our goal is to give excellent service to all **Our** customers but **We** recognise that things do go wrong occasionally. **We** take all complaints **We** receive seriously and aim to resolve all of **Our** customer's problems promptly. To ensure that **We** provide the kind of service **You** expect **We** welcome **Your** feedback. **We** will record and analyse **Your** comments to make sure **We** continually improve the service **We** offer.

What will happen if You complain?

- (1) **We** will acknowledge **Your** complaint within 2 working days.
- (2) **We** aim to resolve complaints following assessment and investigation as quickly as possible.

Most of **Our** customer's concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **We** will contact **You** with an update and give **You** an expected date of response. This will not be beyond 10 working days from when **You** first made **Your** complaint.

If **You** remain unhappy with the decision **You** receive **You** may write to the Chief Operating Officer.

If **You** are dissatisfied with **Our** final decision, **You** can refer the matter to the Financial Ombudsman Service (FOS). The FOS will only consider **Your** complaint if **You** have given **Us** the opportunity to resolve it and **You** are a private policyholder or a business with a group turnover of less than £1 million. If, however, **We** do not resolve **Your** complaint within 40 working days, the FOS will accept a direct referral.

Please follow the steps below.

Whilst **We** are bound by the decision of the FOS, **You** are not. Following the complaint procedure does not affect **Your** right to take legal action.

What should I do?

The steps **You** should take if dissatisfied.

Step 1 - Seek resolution by Insignia Underwriting

If **You** are disappointed with any aspect of the handling of **Your** insurance **We** would encourage **You**, in the first instance, to contact the manager concerned. **You** can write or telephone, whichever suits **You**, and ask **Your** contact to review the problem.

Step 2 - Refer Your complaint to Precision Underwriting (UK) Ltd

If **You** remain unhappy with the decision **You** receive, please write with full details including **Policy** number and/or claim number, to:-

Chief Operating Officer
Precision Underwriting (UK) Ltd
150 The Minories
London
EC3N 1LS

A review of the matter will then be carried out at a senior level and a final decision given.

Step 3 - Refer Your complaint to the Financial Ombudsman Service.

If after making a complaint to **Us** **You** are still unhappy and **You** feel the matter has not been resolved to **Your** satisfaction, please contact the FOS at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR.

Insignia Underwriting,
Cross Keys House,
22 Queen Street,
Salisbury,
Wiltshire,
SP1 1EY

T: +44 (0) 1722 597980

E: admin@insigniaunderwriting.co.uk

W: www.insigniaunderwriting.co.uk