

Harmonic⁺ insurance

POLICY DOCUMENT

UNDERWRITTEN BY



ARRANGED BY



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Introduction

Welcome to your Newmoon Harmonic+ policy.

Fund raising events and special activities

Under this policy, we provide cover for the normal activities of a brass band, orchestra or music group. This includes practising, performing and travelling to and from performances. We also assume a normal level of fundraising such as coffee mornings, barbeques or table top sales. However, please let us know before the event if you are contemplating the use of bouncy castles or other inflatables, or any other potentially hazardous activity. We will confirm if we can provide cover and whether any additional premium is required.

Policy information

The policy is divided into a number of sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell us.

How Newmoon will use your data

This policy document details below insurers standard data uses, applying across their entire product range. Newmoon have provided specific instructions to insurers over the data use for our customers.

Newmoon will only contact you in relation to any product you purchase or ask for a quote from us. Newmoon will not pass any of your information to third parties other than to our insurers with the restriction that this information will only be used for issue and administration of your policy (in rare cases a loss adjuster may be appointed by insurers in the event of a claim). Your data will not be used by insurers for cross selling of other products by them or passed on to third parties except if instructed by law (all Newmoon clients have been opted out of all marketing communication by the insurer).

Your data will be held by Newmoon in the UK and we have requested that notice is given to us/you should insurers need to transfer data outside the European Economic Area.

In the setting up of your policy and in the event of a claim you will only be asked relevant information in relation to this product.

Newmoon will contact you regarding your renewal, new business, mid term adjustment etc by letter, email and phone. At inception and after payment of renewal premium or a mid term change, Newmoon will issue revised policy documents to you.

How Ecclesiastical will use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy or contact our Data Protection Officer at Beaufort House, Brunswick Road, Gloucester GL1 1JZ or on **0345 6073274** or email compliance@ecclesiastical.com.

Claims service and contact numbers

At Ecclesiastical, we like to keep claims simple.

When you claim, we'll look at your cover to see how we can best help you. We'll work swiftly, and deal with your claim fairly. If we can resolve your claim when you first contact us, we will. But if it's a little more complicated, we'll make sure you always know what's going on. We'll also give you direct access to the expert claims handler dealing with your claim, who will be able to make key decisions about your claim.

We'll take a proactive approach to protecting your interests against third party legal liability claims, and we'll always consult you before making any admission of liability.

Claims promise

Our claims promise

- We're here to help when you need to make a new claim – 24 hours a day, 7 days a week
- You can claim by telephone, by email or online
- For new property claims we will respond quickly and within a maximum of one working day
- New personal injury claims will be reviewed and a considered response provided to you within a maximum of 3 working days
- We will give you the name and direct contact details of the specialist who is handling your claim, so you always know who to talk to for help, advice and support
- We will keep it as simple as possible, guiding and assisting you through your claim
- We have carefully chosen our suppliers, working with proven specialists to provide you with the support you need in resolving your claim
- We will pay your claim within one working day of agreeing the settlement amount
- We will defend claims made against you for personal injury robustly, where we have the evidence to do so

We will look for cover and will not hide behind the small print, paying you exactly what you are entitled to, quickly and without fuss

Making your claim

For new claims and enquiries about existing claims please contact Newmoon Insurance Services within office hours from Monday to Friday 9am to 5.30pm:

(0)1892 506884

Or email on nminfo@newmooninsurance.com

To make a new claim outside of office hours please call Ecclesiastical Insurance Group:

0345 603 8381

The action to be taken by the policyholder in the event of any incident which may give rise to a claim is shown in the Claims conditions.

Emergency glass replacement

0345 600 0148

- If you suffer glass breakage you can call upon the services of our selected specialist provider who will effect a rapid repair.
- If you are covered for glass breakage under this policy they will issue two separate invoices, an invoice for you to cover the amount of any policy excess and recoverable VAT and an invoice which is sent directly to us for the remaining costs.
- If the glass is not insured you will be solely responsible for the entire cost of repairs.

General information

Complaints procedure

We pride ourselves on providing a first class, reliable and efficient service to all of our customers. Complaints are key to monitoring our service and wherever possible, we seek to take action to prevent recurrence of a problem.

We define a complaint as any expression of dissatisfaction, whether oral or written, and whether justified or not, about a service or activity provided by us.

If you have a complaint, please contact Newmoon Insurance in the first instance:

Newmoon Insurance Services
The Pantiles Chambers
85 High Street
Royal Tunbridge Wells
Kent
TN1 1XP

Telephone: **+44 (0)1892 506884**
Fax: 01892 547120
Email: complaints@Newmooninsurance.com

Alternatively, you can complain in writing or verbally to Ecclesiastical Insurance Office at any time to:

Ecclesiastical Insurance Office plc
Beaufort House,
Brunswick Road,
Gloucester,
GL1 1JZ

Tel: **0345 777 3322**
Email: complaints@ecclesiastical.com

Ecclesiastical - Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially.
- Keep you informed of the progress of the investigation.
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: **0800 0 234 567**
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website <http://ec.europa.eu/consumers/odr/>, which has been set up by the European Commission.

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

The Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by Government, which gives you your money back if your authorised* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street,
London EC3A 7QU.

Tel: **0207 741 4100** or **0800 678 1100**

Fax: 0207 741 4101

Email: enquiries@fscs.org.uk

* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

General definitions

Each time any of the following words or phrases appear in this policy in bold italic type they will take the specific meaning shown below unless specifically defined in a policy section

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Act of terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any 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

Aircraft

means aircraft and other aerial devices dropped from them

Asbestos

means asbestos or asbestos fibres or any derivatives of asbestos including any product containing any asbestos asbestos fibres or any derivatives of asbestos

Authorised volunteers

means voluntary workers normally resident in the ***geographical limits*** acting under ***your*** authority whilst engaged in ***your business***

Business

means the business of the ***Insured*** as stated in the schedule

Company/we/our/us

means Ecclesiastical Insurance Office plc

Condition precedent to liability

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by ***us*** shall be repaid to ***us***

Damage

means physical loss destruction or damage including theft

Earthquake

means earthquake including fire as a result of earthquake

Escape of oil

means accidental escape of oil from any fixed oil fired heating installation or storage tank caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the ***period of insurance***

Escape of water

means escape of water from any tank apparatus or pipe including ***damage*** to any water tank apparatus or pipe itself caused by freezing of water but excludes water discharged or leaking from an installation of automatic sprinklers

Excess

means the amount ***you*** must bear as the first part of each agreed claim as shown in the schedule

Fire

means fire by any cause other than **earthquake** and includes any losses arising from lightning or explosion

Flood

means the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam or inundation from the sea

Geographical limits

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

Heave

means upward movement of the ground beneath the site on which the **premises** stand as a result of the soil expanding

Impact

means impact by any road or rail vehicle or animal

Insured/you/your

means the Insured shown in the schedule

Landslip

means downward movement of sloping ground at the site on which the **premises** stand

Loaned

means the temporary transfer of **musical equipment** with a single article limit of £25,000 or less into the care custody or control of any person with **your** permission

Malicious persons

means intentional and wilful **damage** not caused by thieves

Period of insurance

means the period of insurance stated in the schedule

Premises

means that part of the buildings and grounds at the addresses shown in the schedule owned or occupied by **you** in connection with the **business**

Restricted peril(s)

means **fire earthquake aircraft riot malicious persons storm flood impact escape of water**

Riot

means riot civil commotion strikers locked out workers or persons taking part in labour disturbances

Settlement

means downward movement as a result of the

- (a) normal settlement or bedding-down of structures
- (b) settlement or movement of made-up ground

Sprinkler leakage

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

Storm

means a period of violent wind rain snow or hail but excluding **damage** caused by **flood**

Subsidence

means downward movement of the ground beneath the site on which the **premises** stand and includes any losses arising from **heave** or **landslip**

Theft

means theft or attempted theft

Unoccupied

means vacant untenanted unfurnished empty or no longer in active use for a period exceeding 30 consecutive days

Vermin

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

Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document

In consideration of payment of the premium **we** will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this policy or any section of this policy) occurring or arising in connection with **your business** during the **period of insurance** or any subsequent period for which **we** agree to accept a renewal premium

General exclusions

This policy does not cover the following

1 Excess

Any **excess**

2 Other insurances

Property more specifically insured under another policy

3 Radioactive contamination

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

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **you** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended
- (e) any chemical biological bio-chemical or electromagnetic weapon

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

This exclusion does not apply to Cover 1 of the Liabilities section except in respect of liability of any principal and liability assumed by agreement

4 War risks

Loss or damage directly or indirectly occasioned by happening through or in 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

This exclusion does not apply to Cover 1 of the Liabilities section

5 Terrorism

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

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

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

This exclusion does not apply to Cover 1 of the Liabilities section

6 Date recognition

Definition specific to this exclusion

Computer

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

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

- (a) to correctly recognise any date as its true calendar date
- (b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
- (c) to save or correctly process any data on or after any date

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **restricted peril** or **theft**

For the purposes of this exclusion **theft** means theft or attempted theft involving entry to or exit from the buildings of the **premises** by forcible and violent means or following actual or threatened assault or violence

This exclusion does not apply to the following sections: The assault extension of the Money section Liabilities and Trustees' and management liability

7 Electronic risks

Damage caused by electronic risks as set out below

Definitions specific to this exclusion

Data

means 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

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

Microchip(s)

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

System(s)

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

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

Cover excludes **damage** to

- (a) **data** which shall include but shall not be limited to
 - (i) **damage** to or corruption of **data** whether in whole or in part
 - (ii) unauthorised appropriation of use of access to or modification of **data**
 - (iii) unauthorised transmission of **data** to any third parties
 - (iv) **damage** arising out of any misinterpretation use or misuse of **data**
 - (v) **damage** arising out of any operator error in respect of **data**
- (b) any items insured arising directly or indirectly from
 - (i) the transmission or impact of any **virus**
 - (ii) unauthorised access to a **system**
 - (iii) interruption of or interference with electronic means of communication used in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - (iv) **failure of a system**
 - (v) anything described in (a) above

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

This exclusion does not apply to the following sections: Liabilities and Trustees' and management liability

8 Pollution or contamination

Damage caused by pollution or contamination but this shall not exclude **damage**

- (a) to the property insured caused by pollution or contamination which itself results from a **restricted peril** or **theft** or **escape of oil**
- (b) to the property insured caused by a **restricted peril** or **theft** or **escape of oil** which itself results from pollution or contamination
- (c) as insured under the Loss of oil gas or water extension of the Property damage section

For the purposes of this exclusion **theft** means theft or attempted theft involving entry to or exit from the buildings of the **premises** by forcible and violent means or following actual or threatened assault or violence

This exclusion does not apply to the following sections: Money with assault extension Liabilities and Trustees' and management liability

General conditions

1 Policy voidable

You must ensure that a fair presentation of the risks to be insured is made to **us**

In the event of misrepresentation misdescription or non-disclosure of any material fact or circumstance **we** may void the policy and retain any premium paid where such misrepresentation misdescription or non-disclosure is deliberate or reckless

Where such misrepresentation misdescription or non-disclosure is not deliberate or reckless **we** may at **our** option

- (a) void the policy and refund to **you** any premium paid if **we** would have not entered into this policy on any terms had clear representation description and disclosure been made
- (b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium
The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had clear representation description and disclosure been made
- (c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had clear representation description and disclosure been made
We may apply these additional terms to **your** policy with effect from inception

2 Reasonable care

It is a **condition precedent to liability** that **you** shall

- (a) take all reasonable precautions to prevent **damage** accident illness and disease
- (b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
- (c) maintain the **premises** works machinery and plant in sound condition

3 Alteration of risk

If after the commencement of this insurance

- (a) there is any alteration of risk which increases the risk of **damage** accident or liability
- (b) the **premises** are undergoing alterations or repairs where the contract value exceeds £100,000
- (c) **your** interest ceases except by will or operation of law
- (d) an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement
- (e) there is any other material change in use of the **premises**

you must give notice to **us** as soon as is reasonably possible

Upon any alteration described above **we** shall be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium

This condition does not apply where buildings become **unoccupied** as this is dealt with under the 'Unoccupied buildings' general condition

4 Multiple insurances

(a) All sections except those detailed separately below

If at the time any claim arises under this policy there is any other insurance in force whether effected by **you** or not covering the same **damage** loss expense or liability **we** shall not be liable for more than **our** rateable proportion

If such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner

(b) Money (excluding the assault extension) Liabilities and Trustees' and management liability sections

If at the time of any claim arising under this policy **you** are or would but for the existence of this policy be entitled to indemnity under any other policy or policies **we** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected

5 Fraudulent claims

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

- (a) repudiate the claim
 - (b) recover any payments already made by **us** in respect of the claim
 - (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date
- If **we** cancel the policy **we** will notify **you** in writing by special delivery to **your** last known address

6 Unoccupied buildings

It is a **condition precedent to liability** that

- (a) when a building or part of a building insured by this policy becomes **unoccupied** or when an **unoccupied** building or part of a building is again occupied **you** must tell **us** as soon as is reasonably possible

Upon any alteration as described above **we** may at **our** option

- (i) amend the terms and conditions that apply to such buildings and charge an additional premium
 - (ii) cancel the cover for any affected buildings
 - (iii) cancel the policy in accordance with the Cancellation condition
- (b) in respect of any building or part of a building which becomes **unoccupied**
 - (1) **you** must turn off electricity gas and water supplies at the mains and drain down all water systems other than those required to maintain intruder alarm fire alarm and sprinkler installations or other fire suppression security or other risk protection systems or devices
 - (2) **you** must remove all waste and unfixed combustible materials both internally and externally from such buildings
 - (3) **you** must maintain in full and efficient working order and keep operational all alarms sprinkler installations fire suppression systems locks and all other protective and security devices including perimeter security protection at the **premises**
 - (4) where there is a sprinkler installation **you** must maintain the central heating system to prevent freezing and
 - (i) the system should be inspected to ensure it is operating correctly whenever such buildings are inspected
 - (ii) the temperature throughout the building must be maintained at not less than 7 degrees Centigrade (45 degrees Fahrenheit)
 - (iii) the system must be serviced and maintained at least annually by an appropriately qualified engineer

- (5) **you** must undertake an internal and external inspection of such buildings at least every 7 days and rectify as soon as is reasonably possible any defects in the fabric of the building or the security or fire protection installations

A record of inspections including remedy of any defects must be maintained

- (6) **you** must permanently seal shut the letterbox
Where the letterbox cannot be sealed shut **you** must fit a metal box or cage to the inside of the letterbox aperture and remove the post from it whenever such buildings are inspected
- (7) **you** must tell **us** as soon as is reasonably possible if such buildings are to be occupied by contractors for any alterations renovations conversions or repair
- (8) in addition to the Claims condition that requires **you** to tell **us** as soon as **you** become aware of an incident that may result in a claim **you** must also tell **us** as soon as **you** become aware of any illegal entry to the **premises** whether or not any **damage** has occurred
- (9) **you** must review and update **your** risk assessment (including the fire risk assessment) of such buildings to reflect the change in risk

Unless otherwise agreed by **us** in writing

7 Fire extinguishing appliances

Where **you** are required to provide fire extinguishing appliances to comply with the Regulatory Reform (Fire Safety) Order 2005 (applicable in England and Wales) or the Fire Scotland Act (2005) and/or any similar or replacement legislation or **you** have otherwise provided fire extinguishing appliances upon which others may rely **you** must have all such appliances inspected and maintained under an annual service contract with a specialist contractor or otherwise competent person

8 Fire alarm installations

It is a **condition precedent to liability** that where any **premises** is protected by an automatic fire alarm installation that

- (a) the installation (including any automatic alarm signalling) shall be maintained in full and efficient working order at all times and all reasonable steps taken to prevent damage to the installation
- (b) an undertaking shall be in force with engineers who are LPS 1014 or BAFE SP203 approved (or engineers as otherwise accepted by **us**) to maintain the automatic fire alarm installation and written confirmation shall be obtained from them that the installation is in satisfactory working order following each inspection
- (c) the testing servicing and maintenance requirements specified by the manufacturer of the equipment/installing engineers shall be carried out and any defect revealed by the testing promptly rectified
- (d) immediate notice shall be given to **us** if the level of response to the automatic fire alarm has been or will be reduced or delayed
- (e) where there is an external alarm signal **you** shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm receiving centre
- (f) in the event of notification of any activation or alarm fault of the automatic fire alarm a keyholder shall attend the **premises** as soon as is reasonably possible
- (g) immediate notice shall be given to **us** of any disconnection or failure of the automatic fire alarm installation (including any automatic alarm signalling) and any precautions **we** instruct **you** to take shall be acted upon
- (h) advance notice is given to **us** if it is proposed that any part of the
- (1) installation (including any automatic alarm signalling) is to be extended altered repaired or rendered inoperative
 - (2) **premises** is to be extended or altered and obtain **our** prior written agreement

- (i) records of all alarm faults disconnections tests and maintenance visits are kept and made available when required to **our** representatives
- (j) **our** access to the **premises** is permitted at all reasonable times for the purpose of inspecting and witnessing the testing of the installation

Unless otherwise agreed by **us** in writing

9 Intruder alarms

Definitions specific to this condition

Intruder alarm system

means the component parts of the intruder alarm system including the means of communication used to transmit signals

Keyholder(s)

means **you** or any person or keyholding company authorised by **you** who is available at all times to accept notification of faults or alarm signals relating to the **intruder alarm system** and attend and allow access to the **premises**

It is a **condition precedent to liability** that where any **premises** is protected by an **intruder alarm system** that

- (i) the **intruder alarm system** shall be installed in accordance with the specification agreed in writing by **us** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system shall be made without **our** written consent
- (ii) the **intruder alarm system** shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **us** and immediate notice of any apparent defect in the **intruder alarm system** or its signalling shall be given to the maintenance contractor
- (iii) the **intruder alarm system** shall be tested and set whenever the alarmed portion of the **premises** is closed for business and is not attended by **you** or any person authorised by **you** to be responsible for the security of the **premises** provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times
- (iv) all keys including duplicate keys and notes of combination locks/electronic pass codes letters and numbers relative to the **intruder alarm system** shall be removed from the buildings of the **premises** whenever they are closed for business and are left unattended provided that at such times if part of the **premises** is occupied residentially by **you** or an authorised employee the said keys shall be removed from the business portion of the **premises** to the part occupied residentially
- (v) immediate advice shall be given to **us** of any notice from the police or a security organisation that **intruder alarm system** signals may be or will be disregarded
- (vi) **you** shall appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the alarm company and police authorities
- (vii) in the event of notification of any activation of the **intruder alarm system** or interruption of the means of communication during any period that the **intruder alarm system** is set a **keyholder** shall attend the **premises** as soon as is reasonably possible

Unless otherwise agreed by **us** in writing

10 Arbitration

Provided **we** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

- (a) an agreed arbitrator or if an arbitrator cannot be agreed
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days' written notice to the other party

You must not take legal action against **us** over the dispute before the arbitrator has reached a decision

11 Cancellation

a. Cooling off

You can cancel the policy at any time within the first 14 days of the **period of insurance** for any reason
We will return the premium to **you** in full

b. Cancellation by you

After the cooling-off period **you** can cancel the policy at any time by letting **us** know in writing
If **you** have not made a claim **we** will return any premium **you** have paid for any period after the date of cancellation

c. Cancellation by us

We can cancel the policy at any time by sending **you** at least 14 days' written notice by Special Delivery to **your** last known address

We will only cancel the policy for a valid reason

Valid reasons include

- (i) if **we** are legally required to cancel the policy or
- (ii) if anyone covered under the policy is imprisoned

If **you** have made a claim **we** will return any premium **you** have paid for any period after the date of cancellation

12 Sanctions

We shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover payment of such claim or provision of such benefit would expose **us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

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

In such circumstances **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding

13 Assignment

You shall not assign any of the rights or benefits under this policy or any section of this policy without **our** prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this policy or any section of this policy

14 Law applicable

This policy shall be governed by and construed in accordance with the law of England and Wales unless the **Insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply

15 Rights of third parties

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

Claims conditions

Your duties

1. General

When an incident occurs that may result in a claim it is a **condition precedent to liability** that **you** shall

- (a) take all practicable steps to recover property lost and otherwise minimise the claim
- (b) tell the police as soon as is reasonably possible if the **damage** is caused by thieves malicious persons vandals or as a result of **riot**
- (c) tell **us** as soon as **you** become aware
- (d) within 30 days (7 days for **damage** by **riot**) give **us** at **your** expense any information **we** require and continue to provide **us** with any information and assistance **we** require before or after **we** pay **your** claim under the policy
- (e) not make or allow to be made on **your** behalf any admission offer promise payment or indemnity without **our** written consent
- (f) forward to **us** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise **us** in writing as soon as **you** have any knowledge of any impending prosecution inquest or inquiry in connection with that event

Additional conditions apply to the Trustees' and management liability section which are detailed in the section

2. Individual instruments over £25,000

It is a **condition precedent to liability** that for any individual instruments insured for more than £25,000 **you** must provide at **your** expense a written valuation which must be dated less than 5 years before the start of the **period of insurance**

3. Travel by airline

It is a **condition precedent to liability** that whilst travelling by airline **you** must take all reasonable action to ensure any **damage** which is the responsibility of the airline is accepted by them including the following actions required by **you**

- (a) check the instrument before leaving the departure lounge
- (b) check the instrument upon arrival at **your** destination airport or transfer airport and before leaving the baggage reclaim area
- (c) notify the airline staff immediately and before leaving the airport of any **damage** and
- (d) comply with any instructions the airline staff give **you** including those relating to obtaining and completing a property irregularity report

4. Travel by other forms of public transport

It is a **condition precedent to liability** that if **your** musical equipment is lost whilst **you** are travelling by bus train or other form of public transport **you** must take all reasonable action to ensure the loss is investigated by the relevant transport authority including the following actions required by **you**

- (a) notify the public transport authority within 24 hours and comply with any instructions they give **you** to follow their lost property procedures
- (b) request that any CCTV footage which may be available to help the investigation is checked promptly before it is deleted from the CCTV system

5. Recovered property

If **your** property is recovered after **we** pay a claim **we** will be entitled to the ownership of the property However **we** will give **you** the option to buy it back from **us** within 60 days of its recovery and in such circumstances **we** will charge **you**

- a. the amount that **we** paid for **your** claim and
- b. any loss adjusters fees **we** paid in dealing with **your** claim and
- c. any further expenses that **we** have incurred in recovering the property

Our rights

We may

- (a) start take over defend and conduct any legal action in **your** name
- (b) prosecute in **your** name for **our** benefit any claim for indemnity or damages

We will have full discretion in the conduct and settlement of any such action

- (c) enter any building where **damage** has occurred and take and keep possession of any property insured by this policy

We will not accept property abandoned to **us**

This policy shall be proof that **you** have authorised **our** rights under this condition

- (d) at any time pay to **you** the relevant limit of indemnity
 - (i) in the case of claims for Employers' liability or Prosecution defence costs or Trustees' and management liability less any amount already paid or incurred
 - (ii) in the case of Public & products liability claims less any amount already paid or incurred as damages or any lesser amount for which at **our** discretion any claim or claims can be settled

We will then relinquish control of the claim and have no further liability except for any Public & products liability claim (other than any claim originating from within the legal jurisdiction of the USA or Canada) **we** will also pay any legal costs incurred prior to the date of such payment

Additional conditions apply to the Trustees' and management liability section which are detailed in that section

1 Property damage

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Buildings

means the buildings at the **premises** including

- (a) landlord's fixtures and fittings
- (b) outbuildings storage tanks walls gates and fences
- (c) piping ducting cables wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of **your** responsibility
- (d) aerials and satellite dishes fixed to the buildings
- (e) the following items fixed to the buildings
 - (i) wind turbines less than 10kW generating capacity
 - (ii) solar panels less than 50kW generating capacity
 - (iii) photovoltaic panels less than 50kW generating capacity
 subject to the limits shown under the Limit of liability paragraph to this section
- (f) yards car parks roads and pavements
- (g) artificial playing surfaces tennis courts swimming pools and associated apparatus
- (h) fixed glass and sanitary fixtures

Excluding

- (i) bridges land piers jetties excavations and marquees
 - (ii) natural or artificial
 - (a) water courses
 - (b) confines of any body of standing water
 including but not limited to
 - (1) dams reservoirs culverts canals moats rivers and lakes
 - (2) any man-made elements attaching to or forming part of such structures
 - (iii) property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure
- unless more specifically mentioned in this policy or its schedule

Unless stated otherwise buildings are brick stone or concrete built and roofed with slates tiles concrete metal asphalt or sheets or slabs composed of incombustible mineral ingredients

Musical accessories

means items used to play or tune the **musical equipment** with an individual replacement value between £10 and £350

This does not include replaceable items including strings reeds and drumheads attached to the instrument

Musical equipment

means any of the following items specified in the schedule which are **your** own property or for which **you** are legally responsible

- (a) musical instruments
- (b) instrument cases and flight cases
- (c) music stands
- (d) performance staging
- (e) materials used for the purposes of cleaning and restoring musical instruments
- (f) sheet music
- (g) uniforms
- (h) hand tools and portable power tools used for the purposes of maintaining and repairing musical instruments
- (i) collections of vinyl records CD's or music related memorabilia

General contents

means equipment computers plant machinery furniture fixtures and fittings tenants improvements stock and all other contents belonging to **you** or for which **you** are legally responsible or which are entrusted to **you** whilst at the **premises** and elsewhere as stated in this policy and the schedule

General contents includes the following property subject to the limits shown under the Limit of liability paragraph to this section

- (1) the cost of materials labour and computer time in reproducing
 - (a) documents manuscripts and business books
 - (b) patterns models moulds plans and designs
 - (c) computer systems records
 but not any cost in connection with producing information to be recorded or the value of the information to **you**

Excluding

- (i) **musical equipment** and **musical accessories**
- (ii) landlord's fixtures and fittings
- (iii) cash or money instruments of any description whether negotiable or non-negotiable
- (iv) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- (v) any living creatures
- (vi) trees shrubs plants or other vegetation (except where more specifically noted by this policy)
- (vii) explosives
- (viii) any other property more specifically insured

Item(s) insured

means the items insured as set out in the Property damage section of the schedule to this policy

Cover

We will indemnify **you** in respect of **damage** to **items insured** occurring within the geographical area shown on the schedule by any cause not specifically excluded during the **period of insurance**

This includes cover for **musical equipment** and **musical accessories** whilst being used stored or transported by **you** or whilst **loaned**

Exclusions

The cover provided by this section excludes

- (1) **damage** to replaceable parts of **musical accessories** such as strings reeds and drumheads fitted to the instrument
- (2) **damage** to any **insured items** that have been **loaned** by **you** for a fee
- (3) **damage** to any **insured items** that have been loaned by **you** without a fee which have an individual value exceeding £25,000
- (4) **damage** to **musical equipment** or **musical accessories** during transit unless packed securely in a protective case designed to be used with them or packed by a professional transit company
- (5) **damage** caused by posting **your musical equipment** or **musical accessories** unless packed by **you** and sent by recorded delivery or similar monitored postal service within the **geographical limits**
- (6) **damage** arising from customisation or upgrades made to **your musical equipment** or **musical accessories**
- (7) **damage** caused by or consisting of
 - (i) inherent vice latent defect depreciation gradually operating causes wear and tear frost its own faulty or defective design or materials faulty or defective workmanship by **you** or any of **your** employees or operational error or omission by **you** or any of **your** employees
But this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded
 - (ii) corrosion dust rust wet or dry rot contamination mildew shrinkage evaporation loss of weight dampness dryness marring scratching **vermin** change in temperature colour flavour texture or finish
 - (iii) erasure loss distortion or corruption of information on computer systems or other records programs or software
- (8) **damage** to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair
- (9) **damage** caused by the property undergoing any heating process or any process involving the application of heat
- (10) **damage** caused by or consisting of
 - (i) acts of fraud or dishonesty
 - (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (11) **damage** caused by joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam feed piping in connection therewith
- (12) **damage** consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (13) (i) **damage** in respect of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which is required to be examined to comply with any statutory regulations unless such vessel machinery or apparatus is the subject of a contract providing the required inspection service
 - (ii) **damage** caused by the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control
- (14) **damage** resulting from atmospheric and climatic conditions (other than **storm** or **flood**)
- (15) **damage** attributable solely to change in the water table level
- (16) **damage** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- (17) **damage**
 - (i) resulting from cessation of work
 - (ii) occasioned by confiscation or destruction or requisition by order of the government or any public authority
- (18) **damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs
- (19) consequential loss of any kind other than as provided for by the Alternative hire costs extension

- (20) **damage** to any **building** or structure caused by its own collapse or cracking unless it results from a **restricted peril**
- (21) **damage** to wind turbines solar panels and photovoltaic panels unless resulting from a **restricted peril** or **theft**
- (22) **damage** to any **building** which is **unoccupied**
This exclusion shall not apply to **damage** caused by **fire aircraft earthquake** or **impact**
- (23) **damage** caused directly by or consisting of
- (i) **subsidence** unless provided for under the Subsidence extension or caused by fire subterranean fire explosion **earthquake** or **escape of water**
 - (ii) **settlement**
 - (iii) coastal or river erosion
- (24) **damage** caused by **storm** to inflatable structures except where damaged by falling trees
- (25) **damage** caused by **flood** wind rain hail sleet or snow to
- (i) any moveable property in the open
 - (ii) fences and gates
- (26) **damage** caused by or arising from **malicious persons** to moveable property in the open except for
- (i) groundsperson's equipment in the grounds of the **premises** provided that any mechanically or electrically driven equipment is immobilised when not in use
 - (ii) to fixed or unfixed equipment garden decorations and ornaments monuments memorials statues bridges and garden furniture in the grounds of the **premises**
 - (iii) **your** signs and nameplates fixed to the **buildings** or positioned outside but in the immediate vicinity of the **premises**
- (27) **damage** caused by or arising from **theft**
- (i) from any unattended premises unless
 - (a) all doors and all ground and basement level opening windows and any upper floor opening window or skylights accessible from roof balconies fire escapes canopies downpipes and other features of the building have been securely locked and
 - (b) the theft involves entry to or exit from the premises by forcible and violent means
 This does not apply to **your musical equipment your musical accessories** or **general contents** which have been left in any school classroom or storeroom under the direction of an educational authority or rehearsal room concert hall examination room or music venue under the direction of the music organiser conductor or examiner for less than 48 hours
 - (ii) by any person to whom the property has been **loaned** by **you**
 - (iii) whilst **your** property is stored at any private residence which is rented let or sublet by **you** to another person unless it involves entry to or exit from the premises by forcible and violent means
 - (iv) from any unattended vehicle unless unattended vehicle cover is shown as included in the schedule
- (28) **damage** to
- (i) glass caused by scratching or chipping or whilst not fixed
 - (ii) glass caused by or traceable to alterations to the **premises** or in the glass whereby the risk of **damage** is increased
 - (iii) bulbs or tubes unless the signs in which they are contained are damaged at the same time
 - (iv) glass sanitary fixtures or signs already cracked chipped or scratched at the commencement of the insurance

Basis of settlement

We will pay up to the value of the **item(s) insured** at the time of the **damage** or at **our** option repair reinstate or replace the **item(s) insured** in accordance with the following

1 **Musical equipment and musical accessories**

At **our** option **we** will pay for any lost or damaged items on the following basis

- (1) for property that can be economically repaired **we** will pay the costs of repairs and any resulting depreciation in value
- (2) for property that cannot be economically repaired **we** will pay the market value of the item immediately prior to the **damage**
This will be arrived at taking into account the cost to replace the item with the same item of a similar age and make

This applies unless an alternative basis of settlement is shown in the policy schedule

We will not pay more than the amount insured shown in the schedule for any item

Under insurance

If at the time of damage the amount insured is less than 85% of the applicable value of the item immediately prior to the **damage** the amount **we** pay will be reduced by the same proportion as the under insurance

2 **Buildings & general contents - Reinstatement**

Subject to the following Special conditions the basis upon which the amount payable in respect of **buildings** or **general contents** insured under this section is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose "reinstatement" means

- (a) the rebuilding or replacement of property lost or destroyed which provided **our** liability is not increased may be carried out
 - (i) in any manner suitable to **your** requirements
 - (ii) upon another site
- (b) the repair or restoration of property damaged

In the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special conditions applicable to this basis of settlement

- 1 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this basis of settlement exceeds its amount insured at the time of commencement of any **damage our** liability shall not exceed that proportion of the amount of the **damage** which the said amount insured adjusted for index-linking shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 2 **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 3 No payment beyond the amount which would have been payable in the absence of this basis of settlement shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the property insured at the time of its **damage** shall be insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement

- 4 **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner
We shall not pay out in respect of any one of the **items insured** more than its amount
- 5 All the terms and conditions of the policy shall apply
- (a) in respect of any claim payable under this basis of settlement except insofar as they are varied hereby
- (b) where claims are payable as if this basis of settlement had not been incorporated

Limit of liability

Our liability shall not exceed

- | | |
|--|---|
| (1) (i) for each item insured | |
| (a) its individual amount insured or | |
| (b) any other limit of liability noted in this section or elsewhere in the policy | |
| (ii) in total the total amount insured for all items | |
| (2) for the following items the limit specified below will apply unless more specifically mentioned in the schedule | Limit |
| (i) Groundsperson's equipment in the grounds of the premises | |
| (ii) Fixtures including fixed floodlighting and external lighting security equipment fixed to the exterior of the buildings or in the grounds of the premises | |
| (iii) Fixed or unfixed equipment garden decorations and ornaments monuments memorials statues bridges and garden furniture in the grounds of the premises (other than provided by (i) and (ii) above) | £20,000 in the aggregate for all claims in the period of insurance |
| (iv) Signs and nameplates fixed to the buildings or positioned outside but in the immediate vicinity of the premises | |
| (v) computer systems records | 5% of the general contents item amount insured any one claim |
| (vi) for wind turbines less than 10kW generating capacity | |
| (vii) solar panels less than 50kW generating capacity | £20,000 in the aggregate for all claims in the period of insurance |
| (viii) photovoltaic panels less than 50kW generating capacity | |

Provided that **our** liability in any one period of insurance shall not exceed the amount insured for each item or the total amount insured for all items

Irrespective of the number of insured parties **our** total liability to all the insured parties will not exceed that shown above

Any payment or payments by **us** to any one or more insured party shall reduce the extent of **our** liability to all parties by the amount of such payment in respect of any one event giving rise to a claim under this section

Automatic reinstatement of amount insured

The amount insured stated in the schedule will be automatically reinstated by the amount of any claim **we** pay provided that

- (a) **we** have not given **you** notice within 30 days of **you** reporting the **damage** that **we** will not reinstate the amount insured
- (b) **you** pay any such additional premium as may be required
- (c) **you** complete any improvements to security or other measures **we** may require at the **premises**
- (d) in respect of **damage** by theft or attempted theft reinstatement of the amount insured will apply only once during each period of insurance

Memoranda

1 Index-linking

The amount insured by each **item insured** (but not extension limits) under this section will be adjusted in accordance with suitable indices selected by **us**

The annual renewal premium will be amended accordingly

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

2 Adjustment of premium

If any part of the premium has been calculated on estimates **you** shall within 30 days from the expiry of each period of insurance supply to **us** such information as **we** may require

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

3 Designation

For the purpose of determining where necessary the heading under which any property is insured **we** agree to accept the designation under which such property has been entered in **your** books

4 72 hour provision

All individual losses arising out of and directly occasioned by **storm flood** or **earthquake** occurring continuously or intermittently within 72 consecutive hours is deemed to be one event and one **excess** will apply

The date and time that any such period of 72 hours shall commence shall be set by **us**

Extensions

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

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

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

1 Additional instruments

Damage occurring within the **geographical limits** during the **period of insurance** to any additional musical instruments music stands chairs and performance staging if not otherwise insured that **you** become legally responsible for whilst being used stored or transported by **you**

Provided that **you** tell **us** the additional value within 21 days and pay the appropriate premium

Limit

£3,500 any one period of insurance

2 Alternative hire costs

The necessary and reasonable cost of hiring equivalent alternative musical instruments music stands chairs and performance staging where **your** property is awaiting repair or replacement following **damage** for which a claim has been accepted by **us** under this policy

We will only pay hire costs for an instrument if it is required so that **you** can participate in a lesson or performance scheduled before the **damage** occurred

Limit

£1,000 any one period of insurance

3 Transportation

The necessary and reasonable costs of travel postage or courier fees to transport **your musical equipment** to and from a repairer following **damage** for which a claim has been accepted by **us** under this policy

Limit

£250 any one period of insurance

4 Non-invalidation

The cover by this section shall not be invalidated by any act omission or alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control provided that on becoming aware of this **you** give notice to **us** as soon as is reasonably possible and pay an additional premium if required

5 Other interests

The interest in the **buildings** insured by this section of any mortgagees lessors and freeholders of the property is noted

6 Fees

If the **buildings** are insured architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its **damage** by any cause not specifically excluded under this section but not for preparing any claim it being understood that the amount payable for such **damage** and fees shall not exceed in the aggregate the amount insured by each item

7 Removal of debris

Costs and expenses necessarily incurred by **you** with **our** consent in

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by the said items destroyed or damaged by any cause not specifically excluded under this section it being understood that the amount payable for such **damage** and costs incurred under (a) (b) and (c) shall not exceed in the aggregate the amount insured by each item

We will also pay the costs and expenses necessarily incurred by **you** with **our** consent in removing fallen trees within the grounds of the **premises**

Provided that

- (1) the trees have fallen as a result of a cause not specifically excluded under this policy and
- (2) the buildings of the **premises** are damaged by the same cause occurring at the same time and a claim for this **damage** has been admitted by **us**

We will not pay for any costs or expenses

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

8 Emergency services damage to the grounds

Damage caused by the emergency services at any part of the **premises** or to insured property for which **you** are responsible but excluding **damage** caused by police raids

9 European Union and Public Authorities (including undamaged portions)

If the **buildings** are insured such additional cost of reinstatement of the destroyed or damaged property and undamaged portions as may be incurred solely by reason of the necessity to comply with the Stipulations of

- (a) European Union legislation or
- (b) building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority

(hereinafter referred to as "the Stipulations")

Excluding

- (i) the cost incurred in complying with the Stipulations
 - 1 in respect of **damage** occurring prior to the granting of this extension
 - 2 in respect of **damage** excluded or otherwise not insured by this section
 - 3 under which notice has been served upon **you** prior to the happening of the **damage**
 - 4 for which there is an existing requirement which has to be implemented within a given period

- (ii) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- (iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations

Special conditions applicable to this extension

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **damage** or within such further time as **we** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **our** liability under this extension not being increased
- 2 If **our** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then **our** liability under this extension (in respect of any such item) shall be reduced in like proportion
- 3 The total amount recoverable under any item of the policy under this extension shall not exceed
 - (a) 15% of its amount insured or
 - (b) where the amount insured by the item applies to property at more than one premises 15% of the total amount for which **we** would have been liable had the property insured by the item at the **premises** where **damage** has occurred been wholly destroyed
- 4 The total amount recoverable under any item of the policy shall not exceed its amount insured
- 5 All the terms of this policy except insofar as they may be expressly varied shall apply as if they had been incorporated herein

10 Trace and access

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of **damage** caused by an escape of oil or water from any fixed water or heating system in the **buildings** and in subsequent repair of **damage** caused by locating the source

Limit

£50,000 any one claim

11 Loss of oil gas or water

We will pay for

- (a) loss of metered water from the water or heating system after **damage** to that system by any cause not otherwise excluded by this policy
- (b) loss of oil (other than covered by (d) below) or gas from the water or heating system after **damage** to that system by any cause not otherwise excluded by this policy
- (c) the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the **premises**
- (d) **theft** of oil from any storage tank used for the heating system at **your premises**
- (e) the cost of decontaminating the grounds of **your premises** following accidental discharge of oil (not otherwise excluded by this policy) from any oil fired heating installation or storage tank

Limit

£2,500 any one period of insurance

12 Sale of the building

If the **buildings** are insured the interest of the purchaser in the insurance by this section for the period from the written offer and acceptance or exchange of contracts until completion of the sale is noted

Provided that

- (a) the **buildings** are not insured elsewhere for the benefit of the purchaser
- (b) the purchaser complies with and is bound by the terms of the policy

13 Temporary storage

The necessary and reasonable costs incurred by **you** as a tenant for the temporary storage of **your general contents** and **musical equipment** and **musical accessories** (if insured under this section) following **damage** to the buildings by any cause not otherwise excluded by this policy

Provided that there is no other insurance in force

Limit

£25,000 any one period of insurance

14 Damage to the buildings by theft

Where **theft** is included the insurance extends to include

- (a) repairs to the **buildings** following **theft** of the fabric of the **buildings** excluding following the theft of external metal provided that the **buildings** are insured under this section
- (b) repairs to the **buildings** following **theft** of external metal provided that the **buildings** are insured under this section
- (c) **damage** to the **buildings** caused by **theft** of **your general contents** or **musical equipment** or **musical accessories** provided that these are insured under this section
- (d) **damage** to **buildings** and **your general contents** and **musical equipment** and **musical accessories** (if insured under this section) directly caused as a result of the entry of rainwater following the theft or attempted theft of the fabric of the **buildings** including external metal

Excluding **damage**

- (i) when scaffolding is erected at the **premises** unless **we** have agreed in writing to continue cover
- (ii) to any building which is **unoccupied**

Limit

The most **we** will pay for

- (a) is £10,000 any one period of insurance
- (b) or (d) is £5,000 in any one period of insurance

15 Lock replacement following loss or theft of keys

If **your general contents** or **musical equipment** or **musical accessories** are insured the reasonable costs incurred in gaining access to the **premises** and/or replacing locks at the **premises** including locks of safes or strongrooms in the **premises** if keys are stolen or lost

Limit

£2,500 in any one period of insurance

16 Loss avoidance measures

The reasonable costs incurred by **you** in taking reasonable but exceptional measures to prevent or mitigate impending **damage** to the **item(s) insured** by any cause not otherwise excluded by this policy

Provided that

- (a) if **damage** had occurred it would have resulted in a claim that would have been accepted by **us** under this section of the policy
- (b) **we** are satisfied that **damage** has been prevented or mitigated by means of the exceptional measures
- (c) the terms conditions and exclusions of this section and the policy apply as if **damage** had occurred
- (d) the amount **we** will pay will be no greater than the cost of **damage** which would have otherwise occurred

Limit

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

17 Contractors' interest

Where **you** are required to insure the **buildings** in the joint names of **you** and any contractor or sub - contractor under the terms or conditions of any contract covering works at the **buildings** the interest of the contractor or sub -contractor is noted provided that **you** notify **us** of any single contract valued at £100,000 or more in advance of the start date of the works and pay any additional premium **we** may require

Additional Extension

This extension does not increase **our** liability as stated in the Limit of liability paragraph to this section

18 Subsidence

Notwithstanding exclusions (20) and (23) of this section the insurance is extended to include **subsidence** excluding **damage**

- (a) to bridges boundary walls gates fences piping ducting cables wires and associated control gear and accessories yards car parks roads and pavements storage tanks artificial playing surfaces and swimming pools unless also resulting in **damage** to a building insured under this policy
- (b) to **general contents** or **musical equipment** or **musical accessories** unless caused by **landslip**
- (c) caused by or consisting of
 - (i) **settlement**
 - (ii) coastal or river erosion
- (d) caused by defective design or workmanship or the use of defective materials
- (e) caused by **fire earthquake** or **escape of water**
- (f) which originated prior to the inception of cover
- (g) resulting from
 - (i) demolition construction structural alteration or repair of any property
 - (ii) groundworks or excavation
 at the same **premises**

Special condition applicable to this extension

You shall notify **us** immediately **you** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site

We shall then have the right to vary these terms or cancel this cover

2 Money with assault extension

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Bodily injury

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

Business hours

means any time when anyone with responsibility for ***money*** is in attendance at the premises for the purpose of ***your business***

Deferment period

means the initial period specified in the schedule following ***bodily injury*** during which the ***temporary partial disablement*** or the ***temporary total disablement*** benefit is not payable

Insured person

means any employee or ***authorised volunteer*** of the ***Insured***

Loss of eye(s)

means permanent total and irrecoverable loss of sight

- (i) in both eyes resulting in the ***insured person's*** name being added to the Register of Blind Persons or
- (ii) in one eye which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses

Loss of limb(s)

means loss by permanent physical severance at or above the ankle or of the four fingers at or above the metacarpophalangeal joints or permanent total and irrecoverable loss of use of a complete leg foot arm or hand

Medical expenses

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

Money

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

Money in transit

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

Non-negotiable money

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

Other money

means **money** other than **non-negotiable money**

Permanent total disablement

means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)**) from engaging in their usual profession trade business or occupation for which they are suited by knowledge training and experience which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

Personal custody

means within the immediate personal control of **you** or any other responsible person authorised by **you**

Temporary partial disablement

means disablement from engaging in or giving attention to at least 50% of their usual profession trade business or occupation for which they are suited by knowledge training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement

Temporary total disablement

means total disablement from engaging in or giving attention to their usual profession trade business or occupation for which they are suited by knowledge training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement

Cover A – Money**Cover**

We will indemnify **you** in respect of **damage** to **money** happening during the **period of insurance** anywhere in the **geographical limits**

Our liability in respect of any one loss shall not exceed the amount stated in the schedule

Exclusions

We shall not be liable in respect of loss

- (1) due to dishonesty of any director trustee partner employee or **authorised volunteer** of the **Insured** other than as provided for by the extensions for Dishonesty of employee and Fraudulent use of credit and debit cards
- (2) whilst the **money** is in the custody or control of a professional carrier
- (3) during transit by unregistered post
- (4) from an unattended vehicle
- (5) from any gaming or vending machine in excess of £250 unless otherwise stated in the schedule
- (6) due to clerical or accounting errors depreciation in value unexplained shortage dishonoured cheques or to the use of counterfeit money
- (7) in excess of the "in any other circumstances" limit shown in the schedule of **other money** from any room left unattended and unlocked unless this occurs during **business hours** and such **other money** is contained in a locked safe cupboard or desk with the key held in **personal custody**

- (8) of completed credit or debit card sales vouchers unless a copy of each voucher is at all times kept in a secure place separate from its counterpart

Extensions

The insurance provided by Cover A is extended to include the following

1 Damage to safes

We will indemnify **you** against **damage** to any safe strongroom or cash carrying bag belonging to **you** or for which **you** are responsible arising in connection with theft or attempted theft of insured **money**

2 Damage to clothing and personal effects

We will indemnify **you** against **damage** to clothing and personal effects belonging to **you** or any of **your** directors partners trustees employees **authorised volunteers** or representatives arising in connection with theft or attempted theft of insured **money**

3 Dishonesty of employee

We will indemnify **you** against **damage** to **money** due to the dishonesty of any director trustee **authorised volunteer** or employee of the **Insured**

Provided that

- (i) such loss is not more specifically insured
- (ii) the loss is discovered within 28 days of the occurrence
- (iii) **our** liability for such loss shall not exceed £2,000 per person or £5,000 in total in any one period of insurance

4 Fraudulent use of credit and debit cards

We will indemnify **you** for loss resulting from the fraudulent use of any credit or debit card ordinarily used in connection with the **business**

Excluding

- (i) loss due to the use of any card where the terms under which it has been issued have not been fully complied with
- (ii) losses covered by a bank or card issuer
- (iii) fraudulent use by **you** or **your** directors trustees or partners

Limit

£1,000 per card any one period of insurance

5 Identity theft

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

Limit

£1,000 any one period of insurance

6 Fund raising events

For the period from two days before until seven days after a fund raising event the limits shown in the schedule are doubled for the following

- (a) **money** whilst in the course of transit or in a bank night safe
- (b) **money** whilst being counted or in the home of any employee or **authorised volunteer**
- (c) **money** in a locked safe in the **premises**

Special conditions

1 Safe keys

It is a **condition precedent to liability** in respect of loss of **money** from locked safes or locked strongrooms that all keys (except those deposited with a bank) and codes of combination locks for safes and strongrooms containing **money** must be held in **personal custody**

Cover B – Assault extension

Cover

If during the period of insurance an **insured person** sustains **bodily injury** in the course of their employment by **you** as a direct result of robbery or hold-up or attempted robbery or hold-up **we** will pay the appropriate benefit

Scale of benefits

- 1 Death
£2,500
- 2 **Loss of limb(s)** or **loss of eye(s)**
£2,500
- 3 **Permanent total disablement**
£2,500
- 4 **Temporary total disablement**
£100 per week
- 5 **Temporary partial disablement**
£40 per week

Exclusions

We shall not be liable for **bodily injury**

- (1) arising from wilful exposure to needless peril (except in an attempt to save human life)
- (2) sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 70 years

Extension

The insurance provided by Cover B is extended to include the following

Hospital benefit and Medical expenses

If during the period of insurance an **insured person** sustains **bodily injury** in the course of their employment by **you** as a direct result of robbery or hold-up or attempted robbery or hold-up **we** will pay

- (a) **medical expenses** incurred by the **insured person**
Limit £500
- (b) £20 a day up to £200 if as a result of the **bodily injury** the **insured person** goes into hospital for in-patient treatment

Special conditions

- 1 Benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement** or **temporary partial disablement**
- 2 Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement** or **temporary partial disablement**
- 3 Other than 2 above one benefit only shall be payable in respect of any one **insured person** in connection with the same accident
- 4 A receipt given by **you** or by **your** legal personal representatives shall be a valid discharge of **our** liability under this section
- 5 No compensation shall become payable until the total amount shall have been ascertained and agreed except that periodic payments on account of **temporary total disablement** or **temporary partial disablement** may be made by **us**

3 Liabilities

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Bodily injury

means bodily injury death disease or illness

Business

means that which has been described in the schedule and which is conducted solely from premises in the ***geographical limits*** including

- (a) the ownership repair and maintenance of ***your premises***
 - (b) the provision of catering social sports and welfare facilities for ***employed persons*** and first aid medical and ambulance services
 - (c) the provision of fire and security services maintained only for the protection of premises owned or occupied by ***you***
 - (d) fund raising activities undertaken in the normal course of the business described in the schedule and with the full knowledge and authority and under the control of the ***Insured***
- but this does not include any work undertaken ***offshore***

Data

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

Employed person

means

- (a) any ***employee***
- (b) any person supplied to or hired or borrowed by ***you*** or on ***your*** behalf or any work experience student or youth training scheme participant while under ***your*** direct control and supervision

Employee(s)

means any person under a contract of service or apprenticeship with ***you*** and ***authorised volunteers***

Event(s)

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

Injury

means ***bodily injury*** wrongful arrest or false imprisonment

Legal costs

means

- (a) claimant's costs and expenses recoverable from ***you*** in respect of any claim which is the subject matter of indemnity under this section of the policy
- (b) (i) the costs of legal representation at
 - (1) any coroner's inquest or inquiry in respect of any death
 - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this section of the policy

- (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy incurred with **our** prior written consent

Offshore

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

Pollution or contamination

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

Principal

means any party (other than a director trustee partner officer committee member or **employee** of **yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of **products**) in connection with the **business**

Products

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

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

Property

means material property but this does not include **data**

You/your/yours

means the **Insured** named in the schedule

Unless **we** specifically state otherwise **we** will also indemnify

- (a) **your** personal representatives in respect of legal liability incurred by **you**
- (b) at **your** request
 - (i) any **principal**
 - (ii) any director trustee partner officer committee member or **employed person** of **yours** in respect of liability for which **you** would have been entitled to indemnity had the claim been made against **you**
- (c) any officer or member of **your** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
- (d) any director trustee partner officer committee member or **employee** of **yours** in respect of private work carried out with **your** prior consent by an **employed person** for such director trustee partner officer committee member or **employee**

We will not provide an indemnity to any medical or dental practitioner in respect of medical services provided

Cover 1 – Employers' liability

Cover

We will indemnify **you** against **your** legal liability to pay damages and **legal costs** in respect of **bodily injury** to an **employed person** caused during the **period of insurance** and arising out of and in the course of their employment with **you**

- (a) within the **geographical limits**
or
- (b) while temporarily outside these territories
in connection with the **business**

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees

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

Employers' liability exclusion

No indemnity will be provided in respect of any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

Limit of liability

This insurance is provided on a 'Costs Inclusive' basis

This means that **legal costs** are included within the limit of indemnity specified below

The total amount **we** will pay in respect of

- (a) any one **event** which is directly or indirectly caused by results from or is in connection with an **act of terrorism** shall not exceed £5,000,000
If **we** allege the **bodily injury** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**
- (b) any other **event** shall not exceed the limit of indemnity shown in the schedule

Employers' liability extension

The following is subject to the terms of the policy

Unsatisfied court judgements

Where a judgement for damages has been obtained

- (a) by one of **your employees** or their personal representatives in respect of **bodily injury** caused during any period of insurance and which arises out of and in the course of their employment with **you**
- (b) in any court situated within the **geographical limits**
- (c) against any company or individual operating from premises within the **geographical limits**
- (d) which remains unsatisfied in whole or in part six months after the date of the judgement

we will at **your** request pay to the **employee** or their personal representatives the amount of damages and any awarded costs which remain unsatisfied subject to there being no appeal outstanding

Any payment under this extension is conditional upon the judgement being assigned to **us** by the **employee** or their personal representatives

Cover 2 – Public & products liability

Cover

We will indemnify **you** against **your** legal liability to pay damages arising out of

- (a) accidental **injury** of any person
- (b) accidental **damage to property**
- (c) nuisance trespass to land trespass to goods or interference with any easement right of air light water or way

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

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

We will in addition indemnify **you** against **legal costs**

Public & products liability exclusions

No indemnity will be provided in respect of

- (1) any liability connected with any error or omission in the provision of professional services
- (2) any liability in respect of **bodily injury** to any **employed person** arising out of and in the course of their employment with **you** in connection with the **business**
- (3) any liability arising from **damage to property** which is owned or held in trust by **you** or which is in **your** custody or control

Exclusion (3) will not apply in respect of

- (a) personal effects including vehicles and their contents belonging to residents **employees** directors trustees partners officers committee members or visitors
- (b) premises and their contents not owned by leased or rented by **you** at which **you** are undertaking work in connection with the **business**
- (c) premises including fixtures and fittings hired by or leased rented or borrowed by **you** but **we** shall not be liable for
 - (i) the first £250 of any **damage** other than caused by fire or explosion
 - (ii) any liability arising solely under the terms of any contract or agreement
 - (iii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings
- (4) any liability arising from ownership possession or use by **you** or on **your** behalf of
 - (a) any mechanically propelled vehicle but (except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of
 - (i) the use of plant as a tool of trade on site
 - (ii) the use of plant at **your** premises
 - (iii) the loading or unloading of any vehicle
 - (iv) the movement of any vehicle not belonging to **you** which is interfering with the execution of the **business**
 - (b) any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast

- (5) any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **period of insurance**
For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (6) any liability arising from advice design or specification provided whether given for a fee or not
- (7) **damage** to or the costs of recall removal repair alteration replacement or reinstatement of any **product** supplied or contract work executed by **you** which is caused by
 - (a) a defect
 - (b) its unsuitability for its intended purpose
- (8) any liability arising from any contract in respect of **products** supplied or contract work executed by **you** unless liability would have attached in the absence of that contract
- (9)
 - (a) fines or penalties
 - (b) liquidated damages
 - (c) any compensation awarded by a court of criminal jurisdiction
 - (d) multiplied aggravated exemplary or punitive damages
- (10) any liability arising from
 - (a) the ownership or use by **you** or on **your** behalf of any premises situated in the United States of America or Canada
 - (b) **products** sold or supplied on **your** behalf from any premises situated in the United States of America or Canada
 - (c) **products** exported by **you** or on **your** behalf to the United States of America or Canada
- (11) any liability arising from
 - (a) **products** incorporated in any craft designed to travel through air or space
 - (b) **products** incorporated in any waterborne craft which could affect its safety navigation or propulsion
 - (c) **products** incorporated in mechanically propelled vehicles which could affect their safety
 - (d) **products** incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation and which have been specifically supplied by **you** for that purpose
- (12) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union
- (13) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos**
However this shall not apply where removing handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and
 - (a) **you** have complied with any legal obligations to manage **asbestos** and
 - (b) any discovery of **asbestos** by **you** is unintentional and accidental and
 - (c) whereupon discovery of **asbestos** all work immediately stops and
 - (d) a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- (14) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**
- (15) any liability arising from damage to property where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause

Limit of liability

This insurance is provided on a 'Costs in Addition' basis

This means that (with the exception of claims which are brought within the legal jurisdiction of the USA or Canada) **legal costs** are payable in addition to the limit of indemnity specified below

The total amount **we** will pay in respect of damages for

- (a) any one **event**
- (b) all **events** happening during any period of insurance caused by **products**
- (c) all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance

shall not exceed the limit of indemnity shown in the schedule

Where **we** are liable to indemnify more than one person the total amount of indemnity to all parties including **you** in respect of damages arising from one **event** shall not exceed the limit of indemnity shown in the schedule

Public & products liability extensions

Each of the following is subject otherwise to the terms of this policy

1 Cross liabilities

If **you** consist of more than one party (and in the case of partnerships this shall mean each individual partner) **we** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one **event** not exceeding the limit of indemnity

2 Band member to member

If any claim is made upon any member of **your** band by any other member of **your** band and the claim is such that if made against **you** and where **you** would be entitled to indemnity under this section **we** will in the terms and subject to the limitations of this section indemnify the said member in respect of such claim provided that

- (i) such member is not entitled to indemnity under any other policy or policies
- (ii) such member shall as though he/she were **you** observe fulfil and be subject to the terms conditions and endorsements of this policy insofar as they can apply

3 Contingent motor liability

Notwithstanding exclusion (4) regarding vehicles **we** will indemnify **you** alone in respect of legal liability for **injury** or **damage** arising out of the use by any **employee** in the course of the **business** of any mechanically propelled vehicle which is neither owned by nor provided by **you**

We will not provide an indemnity in respect of

- (a) **damage** to such vehicle or any **property** contained or being transported within it
- (b) **injury** or **damage** arising while the vehicle is being driven by **you** or any person who to **your** knowledge does not hold a licence to drive such a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence)
- (c) circumstances where **you** are entitled to indemnity under any other insurance
- (d) **injury** or **damage** arising outside the **geographical limits**

4 Data protection

Definition specific to this extension

Data protection legislation

means the Data Protection Act 2018 or any subsequent legislation that specifically replaces this act

We will indemnify **you** against **your**

- (a) legal liability to pay damages and **legal costs** for material and non-material damage
- (b) defence costs and prosecution costs awarded against **you**

resulting from any breach or alleged breach of **data protection legislation** happening during the **period of insurance** arising out of the conduct of **your business**

We will not provide any indemnity in respect of

- (i) the payment of fines penalties punitive or exemplary damages
- (ii) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- (iii) liability arising from or caused by a deliberate or intentional act or omission by **you**
- (iv) liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **you** at the inception of this extension
- (v) legal liability where indemnity is provided by any other insurance

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim is first made against **you** in the **period of insurance** in respect of **data protection legislation** then the indemnity provided by this extension is extended to indemnify **you** provided that **we** shall not be liable for

- (1) claims not insured by this extension
- (2) any claim or notice notified later than twenty-eight days after receipt of such claim or notice

The total amount **we** will pay in respect of

- (a) shall not exceed the limit of indemnity shown on the schedule
- (b) shall not exceed £100,000 any one claim and in the aggregate any one period of insurance

5 Defective Premises Act

We will indemnify **you** against legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **injury** or **damage** in connection with premises or land disposed of by **you**

No indemnity will be provided

- (a) if **you** are entitled to indemnity under any other insurance
- (b) in respect of the cost of remedying any defect or alleged defect in the premises disposed of

6 Overseas personal liability

We will indemnify **employed persons** and the families of such **employed persons** in respect of personal liability for **injury** or **damage** arising other than in connection with the **business** or any business of the person claiming indemnity while such persons are temporarily outside the **geographical limits** in connection with the **business**

No indemnity will be provided by this extension

- (i) for any liability which attaches solely because of a contract
- (ii) arising out of the ownership or occupation of land or buildings
- (iii) where indemnity is provided by any other insurance
- (iv) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
- (v) arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

The total amount **we** will pay for damages for any one **event** is the limit of indemnity as stated in the schedule or £5,000,000 whichever is the less

Liability section extensions

If in force the covers of this section are extended for the following and are subject to the terms conditions and exclusions of the relevant cover

1 Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any of **your** directors trustees officers committee members or partners £500

Any **employee** £250

2 Corporate manslaughter defence costs

We will indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the **period of insurance** in the course of the **business**

Provided that

- (a) **our** liability under this extension shall not exceed the Public & products liability limit of indemnity as stated in the schedule or £5,000,000 whichever is the less in any one period of insurance
This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- (b) if this policy provides Legal expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal expenses section
- (c) where **we** have already provided an indemnity in respect of any legal costs incurred in the defence of any criminal proceedings arising out of the same **event** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by **us** will be taken into account in calculating **our** liability under this extension
- (d) **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf
- (e) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided

- (i) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance

However this exclusion shall not apply in the circumstances outlined in proviso (b)

- (ii) in respect of any proceedings which result from **your** deliberate act or omission or deliberate act or omission of any trustees managerial employees partners directors of **yours** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (iii) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

3 Prosecution defence costs

We will subject to the limit of indemnity indemnify **you** in respect of

- (a) legal costs and expenses incurred with **our** written consent
- (b) costs awarded against **you**

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

- (i) the Health & Safety at Work etc. Act 1974
- (ii) Part II of the Consumer Protection Act 1987
- (iii) the Food Safety Act 1990

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

We will not provide any indemnity

- (a) where indemnity is provided by any other insurance
- (b) in circumstances where **injury** or **damage** has occurred which may be the subject of a claim under either the employers' liability or public liability covers of this section (apart from this extension)
- (c) in respect of fines or penalties of any kind
- (d) in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
- (e) where the proceedings have resulted from any deliberate act or omission by
 - (i) **you** or any director trustee officer committee member or partner of **yours**
 - (ii) any **employee** of **yours** who has specific responsibility for compliance with the above legislation which could reasonably have been expected to constitute a breach of the above legislation

The total amount **we** will pay in respect of any one claim shall not exceed £500,000

Memorandum

Adjustment of premium

If any part of the premium has been calculated on estimates **you** shall within 30 days from the expiry of each **period of insurance** supply to **us** such information as **we** may require

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

4 Trustees' and management liability

The schedule will show if this section applies and the cover in force

Note (not forming part of the policy)

Cover is on a 'claims made' basis, which means it covers claims made against you – and notified to us – during the period of insurance. It is therefore most important that as soon as you become aware of any claim being made against you, or any circumstances that may give rise to a claim, you notify us in writing.

Definitions

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Bodily injury

means bodily injury death disease or illness

Document

means any deed will certificate plan book letter agreement or document of any type (other than any bearer bond coupon bank or currency note or other negotiable instrument) produced in any printed written or electronic format which relates to the ***organisation*** or ***related body***

Employee

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

- (a) on behalf of the ***trustee*** any duty concerning the ***organisation*** or ***related body*** or
- (b) any other managerial or supervisory duty concerning the ***organisation*** or ***related body*** or
- (c) any other work wholly or mainly for the charitable purposes of the ***organisation***

Environmental defence costs

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

Investigation costs

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

Loss

means

- (a) damages and costs which are payable to another person as a result of a claim made by that person during the ***period of insurance***
- (b) legal costs charges and expenses reasonably incurred in defending or appealing the claim described in (a) above or other legal proceedings initiated during the ***period of insurance***

Organisation

means the charity community interest company or other voluntary not-for-profit organisation which is named or identified in the schedule

Related body

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

- (a) exists wholly or mainly for the charitable purposes of the **organisation** or
- (b) is a trustee director officer or member of the management committee of the **organisation** or any body within (a) above

Subsidiary companies

means any company or companies that is **your** subsidiary as defined by the Companies Act 2006

Trustee**Applicable to Cover 1**

means anyone who is at any time a trustee director officer or member of the management committee of the **Insured**

Applicable to Cover 2

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

- (a) a trust corporation or
- (b) the receiver administrator administrative receiver liquidator or external auditor of that **organisation** or **related body**

Wrongful act

means any actual or alleged act which is wrongfully committed or attempted by the **trustee** when carrying out his or her duties on or after the appropriate Wrongful Act Date (if any) stated in the schedule

You/your**Applicable to Cover 1**

means the **Insured** named in the schedule

Applicable to Cover 2

means anyone who is entitled to make a claim for indemnity under this section

Cover 1 – Trustees' liability**Cover**

- (a) **We** will indemnify
 - (i) the **trustee** against all sums which the **trustee** becomes legally liable to pay as damages and all other costs and expenses as a result of the **wrongful act** which gives rise to a claim made against the **trustee** and notified to **us** during the **period of insurance**
 - (ii) the **Insured** against all sums which the **Insured** is required or permitted by law to pay to or on behalf of the **trustee** for the **trustee's** legal liability for damages and all other costs and expenses as a result of the **wrongful act** which gives rise to a claim made against the **trustee** and notified to **us** during the **period of insurance**
- (b) **We** will indemnify the **Insured** or **trustee** against all sums which the **Insured** or **trustee** becomes legally liable to pay as damages and all other costs and expenses including reasonable costs incurred for restoration as a result of a document relating to the **business** being subject to **damage** which is discovered during the **period of insurance** and notified to **us** within 30 days

Exclusions

We will not provide any indemnity in respect of

- (i) anything for which indemnity is provided under any other section of or extension to this policy or by any other source
- (ii) anything which was done when known to be a **wrongful act** or ignoring that possibility
- (iii) the consequences of any circumstances known by the **Insured** or **trustee** at the commencement of this cover which may give rise to a claim
- (iv) liability arising from **bodily injury** to any person **damage** to property (other than as provided under paragraph (b) of this cover) or infringement of intellectual property rights
- (v) liability arising from the rendering of any counselling advice or other service
- (vi) anything done in the capacity of **trustee** or administrator of any pension fund or scheme
- (vii) any person committing or condoning any criminal dishonest or fraudulent act or omission
- (viii) liability assumed by agreement unless liability would have attached without such agreement
- (ix) liability arising from any failure to arrange or maintain insurance
- (x) any legal action brought in a court of law outside the **geographical limits**
- (xi) liability arising from any allegation of unfair or wrongful dismissal and any other employment dispute
- (xii) liability arising from anything manufactured sold or supplied by or on behalf of the **Insured**
- (xiii) liability arising from any **wrongful act** subsequent to the effective date of takeover or merger of the **Insured** by or with any other entity
- (xiv) any actual or alleged legal liability arising directly or indirectly from
 - (a) exposure to or
 - (b) inhalation of or
 - (c) fears of the consequence of exposure to or inhalation of or
 - (d) damage to property or any other loss arising from **asbestos**
- (xv) any actual or alleged legal liability for the costs of cleaning up or removal of **asbestos**
- (xvi) (a) the failure of any computer or other electronic processing device or of any program instruction or data for use in any computer or other electronic processing device equipment or system to function in the way expected or intended
 - (b) the transmission or receipt of any virus program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance
- (xvii) liability arising from any
 - (a) personal guarantee or assurance given by the **trustee** to anyone (other than the **trustee** giving assurance that the **trustee** has the authority to do something) or
 - (b) agreement that the **trustee** shall pay any penalty or fixed sum of money to anyone unless the **trustee** would still be legally liable even if that guarantee assurance or agreement did not exist
- (xiii) the first £250 of each and every claim made under this cover

Limit

The most **we** will pay in the **period of insurance** in respect of paragraph (b) is £50,000 and for all other claims £100,000

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

Conditions

1 Personal cover

- (a) **We** will treat
- (i) the application for this insurance as a separate application for cover by each **trustee**
 - (ii) each claim made against any **trustee** and each loss suffered by any **trustee** as personal to that **trustee**
 - (iii) each claim for indemnity by any **trustee** as personal to that **trustee**
- and the right of each **trustee** to indemnity shall not be affected by the situation or conduct of anyone else
- (b) If the legal liability of the **trustee** is imputed or transferred to the lawful spouse of the **trustee** or any person deriving similar status in law **we** will provide to that person the personal indemnity to which the **trustee** would be otherwise entitled under this cover
- (c) If the **trustee** should die become insolvent or mentally incapacitated **we** will provide to the estate heirs legal representatives or assigns of the **trustee** the personal indemnity to which the **trustee** is entitled under this cover
- (d) If the lawful spouse of the **trustee** or any person deriving similar status in law is entitled to any indemnity under (b) above and dies becomes insolvent or mentally incapacitated **we** will provide that person's estate heirs legal representatives or assigns the personal indemnity to which that person is so entitled

2 Special Condition

- (a) The **Insured** shall submit annual reports and accounts to their appropriate regulatory authority in accordance with prescribed timescales
- In the event of **your** auditor or independent examiner qualifying their opinion or expressing concerns about **your** accounts accounting procedures or financial position in any of **your** Report and Accounts notification of such qualification and subsequent action taken by **you** and **your** regulatory authority is to be notified to **us** as soon as reasonably possible
- (b) The cover provided is only in force if **you** have the authority to acquire this type of cover and **you** have fulfilled any requirements of **your** Charity Regulator

Cover 2 – Trustees' and management liability

Cover

If **you** make a valid claim under any of the paragraphs (a) (b) or (c) below **we** will provide the indemnity described in that paragraph by making a payment in the manner described in Cover paragraphs (d) and (e)

If **you** have met (or will be meeting) the liability and/or cost of a valid claim **we** will reimburse **you** with a corresponding payment

(a) Trustee liability

We will indemnify the legal liability of the

- (i) **trustee** for **loss** or **environmental defence costs** which results from his or her **wrongful act** as **trustee**
- (ii) **employee** for **loss** or **environmental defence costs** which results from his or her **wrongful act** when acting on behalf of the **trustee**
- (iii) **trustee** or **employee** for **investigation costs**

(b) Organisation liability

We will indemnify the legal liability of the

- (i) **organisation** or **related body** for **loss** or **environmental defence costs** which results from a **wrongful act** by a **trustee**
- (ii) **organisation** or **related body** for **loss** or **environmental defence costs** which results from a **wrongful act** by an **employee** when acting on behalf of the **trustee**
- (iii) **organisation** or **related body** for **investigation costs**

(c) Loss of documents

We will indemnify

- (i) the legal liability of the **organisation related body** or **trustee** for **loss** which results from **damage** to the **document** provided that this **damage**
 - (a) occurs while that **document** is held by or is being sent to or from any of them their agent or the **employee** and
 - (b) is discovered during the **period of insurance**
- (ii) any reasonable and necessary cost incurred by that **organisation related body** or **trustee** in restoring or replacing that **document**

(d) Payment

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

(e) Death or incapacity

- (i) If **you** die or become insolvent or mentally incapacitated **we** will provide to **your** estate heirs legal representatives or assigns the personal indemnity to which **you** are entitled under this section
- (ii) If **your** lawful spouse or any person deriving similar status in law is entitled to any indemnity under (i) above and dies or becomes insolvent or mentally incapacitated **we** will provide to that person's estate heirs legal representatives or assigns the personal indemnity to which that person is so entitled

Exclusions

No indemnity will be provided in respect of

- (a) any claim resulting from a situation which existed prior to the **period of insurance** and which **you** the **organisation related body** or **trustee** knew or should have known might result in any type of claim for indemnity hereunder
- (b) any claim where **you** are entitled to indemnity from any other source or would be entitled but for this insurance
- (c) the **trustee's** or **employee's**
 - (i) liability to the **organisation** or **related body** or
 - (ii) costs in any proceedings in which either that **trustee** or **employee** is convicted of a criminal offence or such a conviction is upheld on appeal

resulting from the conduct as **trustee** of that **trustee** or **employee** who either knew or must be assumed to have known that such conduct was not in the best interests of the **organisation** or **related body** or did not care whether or not this was so
- (d) **your** claim arising from something that **you** actually did which was intended to provide improper financial gain for anyone or was malicious
This exclusion shall only apply where such acts are established by a final decision of a court or tribunal or any formal admission by **you**
- (e)
 - (i) fines or penalties
 - (ii) liquidated damages
 - (iii) any compensation awarded by a court of criminal jurisdiction
 - (iv) multiplied aggravated exemplary or punitive damages other than exemplary damages awarded in an action for libel or slander
- (f) any claim for which legal action is brought outside the European Union Channel Islands or Isle of Man
- (g) any actual or alleged legal liability for
 - (i) **damage** to or loss of use of any property (other than the **document**) or
 - (ii) infringement of any intellectual property rights or
 - (iii) breach of any duty owed to anyone in providing any professional service
- (h) any actual or alleged legal liability
 - (i) for seepage pollution or contamination of any kind other than to the extent of the **environmental defence costs** or
 - (ii) arising directly or indirectly from
 - (a) exposure to or
 - (b) inhalation of or
 - (c) fears of the consequence of exposure to or inhalation of or
 - (d) damage to property or any other loss arising from **asbestos** or
 - (iii) for the costs of cleaning up or removal of **asbestos**
- (i)
 - (i) the failure of any computer or other electronic processing device or of any program instruction or data for use in any computer or other electronic processing device equipment or system to function in the way expected or intended
 - (ii) the transmission or receipt of any virus program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance
- (j) **your** claim arising from **your** failure to arrange or maintain insurance for the **organisation related body** or **trustee**

- (k) **your** claim arising from any
 - (i) personal guarantee or assurance **you** give to anyone (other than **your** assurance that **you** have authority to do something) or
 - (ii) agreement that **you** shall pay any penalty or fixed sum of money to anyone unless **you** would still be legally liable even if that guarantee assurance or agreement did not exist
- (l) any claim resulting directly or indirectly from **you** acting in the capacity as trustee or administrator of any pension or retirement fund or scheme
- (m) any claim arising from any **wrongful act** subsequent to the effective date of takeover or merger of the **organisation** by or with any other entity
- (n) any claim under cover paragraph (b) (i) or (ii) arising out of any
 - (i) actual or alleged breach of any contract or agreement
 - (ii) trading losses or liabilities or debts incurred by any business managed by or carried out by the **organisation**
- (o) any actual or alleged legal liability for anyone's **bodily injury** mental anguish or emotional distress
- (p) any actual or alleged legal liability for **loss** directly resulting from anything manufactured sold or supplied by the **organisation related body** or **trustee**
- (q) any actual or alleged legal liability for **loss** relating to any claim for unfair or wrongful dismissal or any other employment dispute
- (r) any loss damage cost or expense
 - (i) directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (ii) of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**

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

Limits and excess

- (a) If a particular **wrongful act** or other event results in more than one claim by **you** under this section **we** will treat all the claims concerned as if they were a single claim made at the time of the earliest of the corresponding
 - (i) claims made against **you** which result in **loss** or
 - (ii) proceedings which are initiated against **you** which result in **investigation costs** or **environmental defence costs** or
 - (iii) losses (other than **loss investigation costs** or **environmental defence costs**) which **you** discover **you** have suffered
- (b) Unless (c) below applies **we** will deduct from what **we** pay **you** for each single claim the amount stated in the schedule as being the **excess** applicable to the particular Cover under which **you** make the claim However if that single claim involves more than one Cover and more than one **excess** applies **we** will only deduct the largest **excess** from the total **we** pay **you**
You must bear the amount of every **excess** which **we** deduct
- (c) If upon conclusion of all legal proceedings (including all appeal proceedings) relating to **your** single claim **you** are neither found to have any legal liability to pay any damages to anyone nor convicted of any offence for which **you** have been tried **we** will not deduct any **excess** from what **we** pay **you** for that single claim
- (d) After the deduction of any **excess** that applies the most **we** will pay **you** for the total of all **your** claims in the **period of insurance**

- (i) for **environmental defence costs** is £250,000
- (ii) under Cover paragraph (c) Loss of documents is £100,000
- (iii) under this section is the amount stated in the schedule as the Limit of indemnity

Conditions

(a) Notification of claims

It is a **condition precedent to liability** that **you**

- (i) give **us** written notice of every
 - (a) situation **you** become aware of during the **period of insurance** which might reasonably result in any claim under this section
 - (b) loss **you** discover or claim made against **you** during the **period of insurance** for which there may be cover under this section

as soon as possible and always within one month of **you** becoming aware of it

If anything **you** notify under (i) (a) above does result in a claim under this section that claim will be treated as having resulted from a claim made or legal proceedings initiated against **you** within the **period of insurance**

- (ii) send **us** immediately and unanswered every letter claim form summons or similar document concerning **your** claim which **you** receive
- (iii) give **us** as soon as possible all the information documents and assistance **we** need to deal with everything **you** notify under (a) above and **your** claim
- (iv) do not make any admission of liability or any offer promise or payment of indemnity to anyone without **our** consent

(b) Conduct and settlement of claims

- (i) **You** shall not have to carry on any legal proceedings or settle any claim unless counsel (whom **you** and **we** agree to appoint) considers that this is in **your** best interests
- (ii) **We** will be entitled at any time to take over and conduct in **your** name the defence or settlement of any claim or the pursuit for **our** benefit of any claim **you** may have against someone else
If **we** do this **you** must give **us** any information or assistance **we** reasonably need to carry on legal proceedings or settle claims which **we** will do in the way **we** think best
- (iii) **We** will advance legal costs charges and expenses incurred with **our** prior written consent provided that if it is finally established that **you** are not entitled to any such advance payments of the sums advanced they shall be repaid to **us**

(c) Personal cover

- (i) **We** will treat
 - (a) the application for this insurance as a separate application for cover by each of **you**
 - (b) each claim made against **you** and each loss suffered by **you** as personal to **you**
 - (c) each claim **you** make for indemnity as personal to **you**
 and the right of each of **you** to indemnity shall not be affected by the situation or conduct of anyone else
- (ii) **Our** liability under any and all contracts of insurance evidenced or deemed to be evidenced by this section shall be the liability so specified in this section as applicable to any one such contract and shall not (except as so specified) be varied or deemed varied because of the number or type of individuals or bodies insured by this section or their claims
- (iii) If **your** legal liability for any **loss investigation costs** or **environmental defence costs** is by operation of law imputed or transferred to **your** lawful spouse or any person deriving similar status in law **we** will provide to that person the personal indemnity to which **you** would be otherwise entitled under this section in respect of that liability

- (d) Notices
- (i) **You** must send notices to **us** at the address stated in the schedule or any other address **we** have given **you** for that purpose
 - (ii) **We** will send notices to **you** at the latest address **you** have given **us** or (if **we** do not have this address) at the latest address **we** have for the **Insured**

Extensions

1 Extended reporting period

If **we** or the **Insured** cancels or **we** refuse to offer renewal of this section of the policy and **you** do not replace the cover by any other similar policy with another insurer then **you** shall be entitled to an extension of the expiring period of cover provided by this section of

- (i) 30 days or
- (ii) 12 months at 50% of the latest annual premium

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

- (a) written notice is given to **us** within 15 days of the effective date of cancellation or non-renewal of this section
- (b) payment is made to **us** within 30 days of the effective date
- (c) the claim arises from a **wrongful act** prior to the date of cancellation or refusal to renew

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

This extension does not apply in the event that the policy is cancelled for non-payment of premium

2 Retired trustees

In the event that the **Insured** does not renew this section of the policy and only in respect of any **trustee** or **employee** who retires prior to the date of non-renewal this section of the policy will continue in force for a period of 72 months from the date of non-renewal provided that

- (a) cover will only apply to claims arising from any **wrongful act** prior to the date of retirement of the **trustee** or **employee**
- (b) the period will run concurrently with any Extended reporting period
- (c) no indemnity is provided by any other insurance

3 Emergency costs and expenses

In the event **you** are unable to contact **us** to obtain consent to authorise costs and expenses following a claim **we** agree to reimburse **you** for emergency costs and expenses for an amount of up to 10% of the limit of indemnity

For the avoidance of doubt the above is a sub-limit which does not increase the limit of indemnity

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0800 111 6768**

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on

0345 777 3322.

You can also tell us if you would like to always receive literature in another format.

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ARRANGED BY



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