



## **Pars Community**

**Policy number: 14908237**

**Insurer: Ansvar**

**Your documents include:**

**Policy schedule**

**Statement of fact**

**Summary of cover**

**Policy wording**

**Certificates**

**PolicyBee** 

0345 222 5399  
hello@policybee.co.uk

<b>The schedule</b>	<p>Attaching to and forming part of the Policy bearing the number below and written upon policy form FA51 (0216). Subject to the terms and conditions of the policy the insurance is for the period shown.</p> <p>Effective date: 10/02/2026 Reason: Endorsement</p>
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Your insurer	Your broker
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Your policy	
<b>Policyholder:</b>	Pars Community
<b>Address:</b>	151 Dale Street, Liverpool, L2 2AH
<b>Policy number:</b>	14908237
<b>Policy type:</b>	Small Charity Connect
<b>Period of insurance:</b>	From 22/01/2026 to 21/01/2027 both days inclusive.
<b>Premium:</b>	£335.81
<b>Insurance Premium Tax (IPT):</b>	£40.30
<b>Total premium:</b>	£376.11

Your organisation	
<b>Activities of the insured:</b>	Charity/not-for-profit organisation - Community Radio / Radio Broadcasting / Hospital Radio; Community Transport / Patient Transport Service

### Your cover

**Location: 151 Dale Street, Liverpool, L2 2AH**

SECTION	EXCESS (Unless stated otherwise elsewhere)	COVER
1. PUBLIC AND PRODUCTS LIABILITY Indemnity Limit including Libel and Slander	£250	OPERATIVE £5,000,000 £10,000
2. CONTENTS Contents Stock	n/a	NOT OPERATIVE n/a n/a
3. ALL RISKS Sum Insured (as per enclosed specification)	n/a	NOT OPERATIVE n/a
4. MONEY Limit during working hours Limit in transit Limit in bank night safe Limit in safe Personal Accident (Assault) Capital benefits Weekly benefits for persons aged 16 to 75 years	n/a	NOT OPERATIVE n/a n/a n/a n/a n/a n/a
5. BUSINESS INTERRUPTION A - Loss of Income (max. indemnity period 0 months) B - Extra Expenses (max. indemnity period 0 months)	n/a	NOT OPERATIVE n/a n/a
6. COMPUTER BREAKDOWN Computer equipment Data	n/a	NOT OPERATIVE n/a n/a
7. EMPLOYERS' LIABILITY Indemnity Limit	£0	OPERATIVE £10,000,000
8. PROFESSIONAL INDEMNITY Indemnity Limit Retroactive date - n/a	n/a	NOT OPERATIVE n/a
9. TRUSTEES' AND DIRECTORS' INDEMNITY Indemnity Limit Retroactive date - n/a	n/a	NOT OPERATIVE n/a
10. PERSONAL ACCIDENT		NOT OPERATIVE
11. LEGAL EXPENSES Sum Insured	n/a	NOT OPERATIVE n/a
12. CYBER Indemnity Limit Time excess Cyber Crime	n/a	NOT OPERATIVE n/a n/a n/a

### Endorsements

**For your whole policy:**

- 482 Policy changes April 2018
- 453 Costs in addition and contractual liability amends
- 900 Declared Activities (Public and Products Liability and Professional Indemnity)
- 216 Activities
- 483 Policy changes May 2018
- 317 Policy changes September 2020 (Exclusion of infectious or communicable disease)
- 331 Cyber Exclusions and Data Protection Extension Limit
- 340 Territorial Exclusion (Property) - General Exclusions

The above endorsements are shown in full on the following pages.

### 482 Policy changes April 2018

The following changes are made to **your** policy:

The policy definition of **professional supplier** is deleted and replaced by:

**professional supplier** any third party individual, company or organisation, other than **you** or **your employees**, that:

- organises
- runs
- supervises

activities as a business, and provides such activities for **you** with or without a fee being charged



## 453 Costs in addition and contractual liability amends

The following changes are made to section 1 (Public and Products Liability):

- A. Any payment for **costs and expenses** under this section, including any of its extensions, is now in addition to the limits stated in the policy wording or the schedule, other than in respect of any:
- a) **claim**:
    - i. arising from **terrorism**
    - i. under the following extensions:
      - 6 Wrongful Arrest
      - 8 Data Protection Act
      - 9 Libel and Slander

in which circumstances the **costs and expenses** is included within the indemnity limit, or extension limit, to which the **claim** applies
  - b) extension that only covers **costs and expenses**, in which circumstances the extension limit will apply.
- B. The Claims settlement for Public and Products Liability is deleted and restated as follows:

Claims settlement for Public and Products Liability  
LIMITS

The most **we** will pay:

- a) under this section, including any extension to this section not stated in b) below:
  - i. for damages in respect of:
    - all **claims** in any one **period of insurance** caused by **products** or arising from pollution or contamination
    - any **claim** for liability other than relating to a **claim** for **terrorism, products**, pollution or contamination
  - ii. for damages and **costs and expenses** in respect of any **claim** (and all **claims** happening during any **period of insurance** caused by **products**) which is directly or indirectly caused by or results from, or is in connection with **terrorism** (if **we** allege that the **bodily injury** or **damage** has resulted from **terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**, is £5,000,000 or, if lower

is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.

**Costs and expenses** will be paid in addition to the indemnity limit unless **we** have stated otherwise.

- b) under any extension to this section which relates to **costs and expenses** only, including Court Attendance Expenses, is the limit stated in the extension which is in addition to the indemnity limit stated in a) above.
  - c) for damages in respect of any **claim** under the Cross Liabilities extension in total to all parties is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.
- C. Exclusion 4 relating to liability arising from an agreement is deleted and replaced by the following:
4. Liability arising from an agreement in respect of **products** or contract work executed by **you** unless liability would have existed without the agreement.
- D. The following exclusion is added to extension 7 Second-hand Goods (Products Liability):
3. Liability arising from an agreement unless liability would have existed without the agreement.



### 900 Declared Activities (Public and Products Liability and Professional Indemnity)

The following applies to **your** public and products liability cover:

A. It is a condition precedent to contract under sections 1 and 9 (if operative) that:

- a. all **your** charitable and recreational activities (including fund-raising events) have been disclosed to **us** and are not excluded by the Activities endorsement as specified in the schedule
- b. those professional services **you** require cover for have been disclosed to **us** and specified in the schedule
- c. **you** always ensure that established codes of practice and safety are complied with for such activities or work
- d. none of **your activities** involve any work on ships, offshore installations or at oil or gas refineries, chemical works or airports
- e. any **professional supplier** working for **you** must have in force their own liability insurance which provides cover for their activities.

B. Under section 1 it is a condition precedent to contract that **you** do not sell or supply any **products** that are:

- a. incorporated into any aircraft, spacecraft, watercraft or mechanically propelled vehicles
- b. incorporated into any gas, chemical, petrochemical or power generation plant
- c. medical, surgical, dental, pharmaceutical or therapeutic **products**
- d. exported to the United States of America or Canada.



### 216 Activities

1. Subject to the terms, exceptions and conditions of the policy, the definition of **your activities** is deemed to include:

- attendance at trade shows, exhibitions, conferences, meetings and seminars
- clerical and associated office administration work
- community work including
  - clean-ups and litter picks
  - collection and delivery work
  - domestic work including domestic gardening
  - indoor and outdoor cleaning or decorating of property
  - sorting of card, clothes, electrical goods, furniture, glass, paper, plastic or tins for recycling
- fundraising events and recreational activities not exceeding an attendance of 500 persons at any one time

but not any activity which is otherwise excluded in '2. EXCLUDED ACTIVITIES (PUBLIC AND PRODUCTS LIABILITY)' below.

### 2. EXCLUDED ACTIVITIES (PUBLIC AND PRODUCTS LIABILITY)

The following exclusions are added to WHAT IS NOT COVERED under section 1:

a) Liability arising from any of the following activities:

- i.
  - abseiling
  - aerial activities of any kind
  - American football or Australian rules football
  - climbing requiring the use of hands as well as feet (other than children's playground equipment)
  - fire walking
  - firework displays and/or bonfire events
  - forest school activities
  - glacier walking or trekking
  - Gaelic football
  - gorge walking and the like
  - gymnastics
  - horse, pony or donkey riding of any kind
  - martial arts or fighting sports of any kind
  - parkour or freerunning
  - professional sport of any kind
  - racing or time trials (other than on foot)
  - rugby
  - underground activities of any kind including but not limited to caving and potholing
  - weightlifting.
- ii. football where:
  - **your** football team(s) is (are) participating in a league system (including official training and practice sessions)
  - **you** manage, control or organise a football league system.
- iii. water activities (other than swimming, snorkelling, surfing, windsurfing or the use of non-mechanically propelled watercraft not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast provided they are not used in any white water activity).

b) Liability arising from any activity that involves the use of:

- i.
  - airborne lanterns
  - bicycles other than for normal road use
  - cables or wires
  - elastic ropes
  - fireworks or explosive items
  - land, kite or fly boards of any kind
  - land, sand or ice yachts of any kind
  - motorised fairground rides
  - roller blades
  - sandboards
  - skates
  - skateboards
  - skis
  - sleds
  - snowboards
  - snow tubes of any kind
  - toboggans
  - water based play inflatables
  - weaponry.

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c) Liability arising from any activity that involves the ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this section, of any:

- motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, quad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped
- trailer used for carrying people (whether fare paying or not)

for which compulsory motor insurance or security is not required.

d) Liability, other than liability relating to **products**, for any **mobility equipment** hired or loaned out by **you**.

e) Liability arising directly or indirectly from any work involving:

- demolition, excavation or underground works
- domiciliary personal care, medical or nursing care
- electrical, gas or plumbing installations or roofing
- food or industrial manufacturing processes
- heights over 3 metres above ground or floor level
- recycling industrial processes or waste disposal
- the use of:
  - chainsaws
  - powered metalworking or woodworking machinery other than powered hand tools
  - scaffolding over 3m above ground or floor level
  - welding or heat application equipment.

### 3. PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION (PUBLIC AND PRODUCTS LIABILITY)

Section 1, subject to its terms, exceptions and conditions, extends to cover the following specified activities whilst under the overall control of any **professional supplier** subject to the special requirement for Insurance Checks for Professional Suppliers of Activities:

- |                        |   |                              |
|------------------------|---|------------------------------|
| • abseiling            | • dry slope skiing or boarding          | • motorised fairground rides |
| • aerial runways       | • go-karting                            | • paint-balling              |
| • air rifle shooting   | • gymnastics                            | • roller blading             |
| • archery              | • horse, pony or donkey riding          | • roller skating             |
| • assault courses      | • ice skating                           | • rope courses               |
| • BMX riding           | • inflatable play equipment             | • skateboarding              |
| • clay pigeon shooting | • javelin throwing                      | • weightlifting              |
| • climbing wall        | • land, kite or fly surfing or boarding | • zip wires                  |
| • climbing with ropes  | • land, sand or ice yachting            | • zorbing.                   |



## 483 Policy changes May 2018

The following changes are made to **your** policy:

A. Under section 1 (Public and Products Liability), extension 8 for data protection is deleted and is replaced by the following:

### WHAT IS COVERED 8 DATA PROTECTION

The following definition applies to this extension:

#### **data protection legislation**

the Data Protection Act 1998 or any subsequent legislation that specifically replaces this act

a) **We** will pay all amounts which **you** become legally liable to pay as:

- damages and **costs and expenses** following civil cases against **you** for material and non-material damage, and
- defence and prosecution costs awarded against **you** following criminal cases

resulting from any breach or alleged breach of **data protection legislation** happening during the **period of insurance** in connection with **your activities**.

b) 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 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**.

The most **we** will pay for:

- any **claim** for damages and **costs and expenses** following civil cases against **you** is the indemnity limit shown in the schedule
- all **claims** in any one **period of insurance** for defence and prosecution costs awarded against **you** following criminal cases is £100,000.

### WHAT IS NOT COVERED

1. Fines or penalties.
2. Punitive, exemplary, aggravated or multiplied damages.
3. Liquidated damages.
4. Costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.
5. Liability arising:
  - a) from or caused by a deliberate or intentional act or omission by **you**
  - b) 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.
6. Legal liability where indemnity is provided by any other insurance.

Any **claims**:

- a) not insured by this extension
- b) or notices that may give rise to a **claim**, advised to **us** later than twenty-eight days after **you** have received a **claim** or notice against **you**.

B. Under section 8 (Professional Indemnity) the following additional exclusion is added to WHAT IS NOT COVERED:

Liability directly or indirectly arising from any regulatory or disciplinary investigations or proceedings.

C. Under section 11 (Legal Expenses) the following exclusion is added to WHAT IS NOT COVERED:

All **insured incidents** do not cover any claims relating to the loss, alteration, corruption or distortion of, or damage to, stored personal data and claims relating to a reduction in the functionality, availability or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism

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D. Under section 11 (Legal Expenses) the following changes are made effective from 25th May 2018:

- i. All terms relating to Data protection and Information Commissioner registration shown within insured incident 2 (LEGAL DEFENCE) are deleted.
- ii. Cover for Data Protection is replaced by the following:

#### WHAT IS COVERED

##### 1 LEGAL DEFENCE

##### c) **costs and expenses:**

##### DATA PROTECTION

for defending the **insured person's** legal rights in respect of civil action taken against the **insured person** for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor by:

1. an individual  
**We** will also pay any compensation award up to the indemnity limit shown in the schedule in respect of such a claim
2. a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor  
**We** will not pay any compensation award in respect of such a claim.

provided that:

- A. in respect of 1. above any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**
- B. the **insured** requests that **DAS** provides cover for the **insured person**.

#### WHAT IS NOT COVERED

Any fines imposed by the Information Commissioner or any other regulatory and/or criminal body.



### 317 Policy changes September 2020 (Exclusion of infectious or communicable disease)

The following changes are made to this policy:

1. The policy definition of **specified disease** is deleted and of no further effect.
2. The following definition is added to this policy:

**infectious or communicable disease**

any disease, pandemic or epidemic including but not limited to any:

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

whether:

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

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

3. The following changes are made to section 5 (Business Interruption):

- a) Removal of Specified diseases cover - applicable to any section of the policy covering business interruption, loss of income, loss of revenue, consequential loss or rental income. Any extension that provides cover for specified diseases, murder, suicide, food poisoning, defective sanitation & vermin is deleted and replaced with the following:

**WHAT IS COVERED**

- 1 FOOD POISONING, DEFECTIVE SANITATION, VERMIN, MURDER OR SUICIDE
  - a) poisoning caused by food or drink provided
  - b) any accident causing defects in drains or other sanitary arrangements, at the **premises**, which causes restrictions in the use of the **premises** on the order or advice of the competent local authority
  - c) any discovery of pests or vermin at the **premises**
  - d) murder, rape or suicide at the **premises**.

The most **we** will pay for any **claim** is the Business Interruption sum insured shown in the schedule or £25,000, whichever is less.

The **indemnity period** in respect of this extension only is re-defined as follows:

the period beginning with the date from which the restrictions on the **premises** are applied (or in the case of cover c) pests or vermin or d) murder, rape or suicide with the date of occurrence) and ending not later than 3 months thereafter during which the results of **your activities** are affected because of the occurrence.

**WHAT IS NOT COVERED**

1. Costs incurred in the cleaning, repair, replacement, recall or checking of property.
2. Any occurrence that is not at the **premises**.
3. Any **claim** if **you** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

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4. The following changes are made to section 5 (Business Interruption):

- b) Amendment to Bomb scare or emergency action - applicable to any section of the policy covering business interruption, loss of income, loss of revenue, consequential loss or rental income. Any extension that provides cover for Bomb scare or emergency action is deleted and replaced with the following:

#### WHAT IS COVERED

##### 2 BOMB SCARE OR EMERGENCY ACTION

closure of the **premises** by a competent authority due to:

- a) bomb scare, or
- b) an emergency that could endanger human life or neighbouring property.

The most **we** will pay is £25,000 for any **claim**.

#### WHAT IS NOT COVERED

Any:

- a) closure of less than 4 hours duration
- b) **premises** in Northern Ireland
- c) closure of the **premises** by the competent local authority as a result of an occurrence of food poisoning, defective drains or other sanitary arrangements or pests or vermin.

5. General exclusion of infectious or communicable disease

The following general exclusion is added to this policy:

This policy does not cover:

#### INFECTIOUS OR COMMUNICABLE DISEASE

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

- a) any **infectious or communicable disease** including but not limited to:
  - i. the fear of a threat (whether actual or perceived) from an **infectious or communicable disease**
  - ii. contamination or fear of contamination (whether actual or perceived) of property by an **infectious or communicable disease**

but this shall not exclude direct physical loss or physical damage to insured property at the **premises** occurring during the **period of insurance** resulting directly or indirectly from, or caused by, a peril otherwise insured by this policy

- b) any action taken or failure to take action to prevent, control or respond to any **infectious or communicable disease**.

Provided that:

- this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
- where **we** apply this exclusion the burden of proving the contrary shall be upon **you**
- this exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:

- a) Employers' Liability
- b) Public Liability
- c) Medical Malpractice
- d) Reputational Risks
- e) PR Crisis Communication
- f) Professional Indemnity

- g) Trustees' and Directors' Indemnity
- h) Directors and Officers Liability
- i) Personal Accident
- j) Legal Expenses
- k) Terrorism.



### 331 Cyber Exclusions and Data Protection Extension Limit

The following changes are made to this policy:

1. The following definitions are added to this policy:

- computer system** any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility
- cyber act** any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of any **computer system**
- cyber incident**
- any error or omission, or series of related errors or omissions involving access to, processing of, use of, or operation of any **computer system**, or
  - any partial or total unavailability, or failure, or series of related partial or total unavailability or failures, to access, process, use or operate any **computer system**
- data** information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**
- time element loss** business interruption, contingent business interruption or any other consequential losses

2. The policy General Exclusion for Electronic Risks is deleted and replaced by:

(Applicable to the whole policy unless **we** say otherwise)

This policy does not cover:

#### CYBER LOSS (PROPERTY)

- Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
  - any unauthorised access to, or loss of, alteration of, or damage to, or a reduction in the functionality, availability or operation of a **computer system** or any unauthorised access to, or modification of, **data**.

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

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

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- b) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data** including any amount pertaining to the value of such **data**

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

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

- c) any:
- i. unauthorised appropriation of **data**
  - ii. unauthorised transmission of **data** to any Third Party
  - iii. misrepresentation or use or mis-use of **data**
  - iv. operator error in respect of **data**
- d) any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs 1. a) - 1.c) above
- e) any action taken, or failure to take action, to prevent, control, limit or respond to anything described in sub-paragraphs 1. a) - 1. d) above.

This exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:

- |                                     |                         |
|-------------------------------------|-------------------------|
| a) Employers Liability              | h) Personal Accident    |
| b) Public Liability                 | i) Legal Expenses       |
| c) Medical Malpractice              | j) Terrorism            |
| d) Reputational Risks               | k) Cyber                |
| e) Professional Indemnity           | l) Equipment Breakdown. |
| f) Trustees and Directors Indemnity | m) Computer Breakdown.  |
| g) Directors and Officers Liability |                         |

3. The following cyber exclusion is added to WHAT IS NOT COVERED under each of sections 1 (Public and Products Liability) and 7 (Employers Liability):

No indemnity will be provided in respect of any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

- a) statutory liability under the Employers' Liability cover,
- b) liability caused by or arising out of a **cyber act** or a **cyber incident** that results in **bodily injury** to third parties or physical damage to third party material property
- c) liability arising under extension 8 Data Protection of section 1.

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data** including any amount pertaining to the value of such **data** is not covered and is not considered as physical loss or damage for the purposes of this exclusion.

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4. Amended limit – Data Protection extension (Public and Products Liability):

Under extension 8 Data Protection of section 1, wherever shown in this policy or any other endorsement in the schedule, the most **we** will pay, is deleted and replaced by:

The most **we** will pay is:

- £1,000,000 for any **claim**, and for all **claims** in any one **period of insurance**, for damages and **costs and expenses** following civil cases against **you** for material and non-material damage
- £100,000 for any **claim**, and for all **claims** in any one **period of insurance**, for defence and prosecution costs awarded against **you** following criminal cases.

5. The following changes are made to WHAT IS NOT COVERED under section 8 (Professional Indemnity)

a) The following cyber exclusion is added:

**We** do not cover any liability under this section of the policy for, or directly or indirectly arising out of, or in any way connected with:

- i. any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto
- ii. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data** including any amount pertaining to the value of such **data**

Notwithstanding the above, no cover otherwise provided under this section for **claims made** arising from any negligent act, negligent error, negligent omission or negligent breach of duty committed in the conduct of **your activities** shall be restricted solely due to the use of a **computer system** or **data**.

b) Exclusion 2. a) is deleted and replaced by:

2. Liability directly or indirectly arising from:

- a) any **bodily injury** to any person or **damage** to, or destruction of, or loss of, including loss of use of, any property, unless directly caused by any negligent act, negligent error, negligent omission or negligent breach of duty

6. The following cyber exclusion is added to WHAT IS NOT COVERED under section 9 (Trustees' and Directors' Indemnity):

No indemnity will be provided in respect of:

- a) any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing, or remediating any **cyber act** or **cyber incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto
- a) any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any **data** including any amount pertaining to the value of such **data**

However, this exclusion shall not apply to **claims made** which a **trustee or director** becomes legally liable to pay as damages and **costs and expenses** arising from any **wrongful act** involving access to, processing of, use of, or operation of, any **computer system** or **data**.



### 340 Territorial Exclusion (Property) - General Exclusions

The following general exclusion is added to this policy.

(Applicable to the whole policy unless **we** say otherwise)

This policy does not cover:

#### TERRITORIAL EXCLUSION (PROPERTY)

The following definition is added to this policy:

#### **excluded territory**

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

any loss, **damage**, liability, cost or expense of whatsoever nature, directly or indirectly arising from, or in respect of, any:

- a) identity domiciled, resident, located, incorporated, registered or established in an **excluded territory**, or
- b) property or asset located in an **excluded territory**, or
- c) individual that is resident in or located in an **excluded territory**, or
- d) **claim**, action, suit or enforcement proceeding brought or maintained in an **excluded territory**, or
- e) payment in an **excluded territory**.

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

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) shown below:

- a) Employers' Liability
- b) Public Liability
- c) Medical Malpractice
- d) Reputational Risks or PR Crisis Communication
- e) Professional Indemnity
- f) Trustees' and Directors' Indemnity
- g) Directors and Officers Liability
- h) Personal Accident
- i) Legal Expenses
- j) Cyber



Policyholder: Pars Community  
Policy number: 14908237

Effective date: 10/02/2026

### The contract of insurance

- This Statement of facts must be read in conjunction with the schedule and forms part of your contract of insurance with Ansvar Insurance (we / us / our).
- If the premium is to be paid by instalments, our application form must be fully completed and received by us within 14 days of cover being incepted / renewed, otherwise payment by instalments will not be accepted by us.
- You must make sure that the information provided to us for this policy is, and will continue to be, accurate and not misleading and is a fair presentation of the risks we are accepting. In respect of the policy renewal, this includes any changes occurring during the last period of insurance. If any of the information you provide is not accurate or is misleading then we may reduce the amount we pay for any claim, or in some cases, make no payment at all, cancel your policy and retain the premium. You should keep a record (including copies of letters) of any information you give to your insurance advisor or us when renewing your policy.
- You must carefully check all policy documentation and certificates. If there are any inaccuracies then you must tell your insurance advisor or us immediately.
- Any policy issued will be governed by the law of England unless your legally registered address is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it shall be English law.
- We will communicate with you in English at all times.
- Your insurance advisor will be regarded as your agent acting on your behalf, and not on behalf of us, in respect of any information that has been provided by them.
- Our policy cover is underwritten by Ecclesiastical Insurance Office plc. The Legal expenses cover is dealt with by DAS Legal Expenses Insurance Company Limited.

Date of issue: 10 February 2026

Policyholder: Pars Community  
Policy number: 14908237

Effective date: 10/02/2026

Please check that the following details we have for you are correct. If any information is missing or incorrect then please advise your insurance advisor or us and we will issue a revised statement of facts and if applicable update any terms.

**Organisational details**

**You confirm**

Your organisation is a not for profit company/organisation.

Your organisation's:

- Income does not exceed £75,000.
- Wage roll does not exceed £50,000.
- Volunteers and members do not exceed 250 persons.

**We asked**

**You answered**

Does your organisation have assets, travel or undertake any activities outside of the UK?

No

What year was your organisation established?

2020

Have you or any of your trustees:

- Been declared bankrupt either in a personal capacity or as a charity or business.
- Been convicted of or charged with a criminal offence other than a conviction spent under the Rehabilitation of Offenders Act 1974.
- Got any unsatisfied County Court Judgement against them.
- Had an insurance policy cancelled by the insurer.
- Had an insurer cancel or refuse cover.
- Had special terms applied by the insurer.
- In the last three years, suffered any claim or loss that would fall within the scope of this insurance.

No

Is your organisation involved in the provision, management or operation of any:

- sport/adventure activity centre
- animal rights campaigning
- DIY scheme or Timebank
- domiciliary personal care, medical or nursing care
- employment agency or supply and/or placement of volunteers
- events organisation on behalf of any third party
- industrial manufacturing processes (other than printing)
- medical, surgical, dental, pharmaceutical or therapeutic products supply, sales or collection
- meetings for the sole purpose of religious worship
- political lobbying, marches or protests
- research work (use of animals or any biological, chemical or medical research)
- travel or tour organiser
- 'umbrella' organisation (responsible for associated individuals, groups or organisations)
- work using powered metalworking or woodworking machinery (other than powered hand tools), chain saws, scaffolding or welding equipment
- zoo, riding school, farm (including city or petting farms), or keeping dangerous animals (as defined by the Dangerous Animals Act).

No

Do you understand and accept that this policy does not provide cover for the restoration, maintenance or operation of any type of vehicle?

Yes

Has there been any allegations of abuse made against you or any of your employees, volunteers whilst working for you or acting on your behalf?

No

Policyholder: Pars Community  
Policy number: 14908237

Effective date: 10/02/2026

Does your organisation comply with all statutory regulations, including those related to health and safety, product safety and environmental issues? Yes

Please confirm you are one of the following:

- a charity (registered or unregistered) Yes
- a not-for-profit
- a community or voluntary organisation
- a club, society or fundraising group

Has your organisation either changed its activities or legal structure in the last 12 months, or is planning to do so in the next 12 months? No

### Cover details

#### Public and products liability insurance

We asked	You answered
Do you require cover for claims relating to abuse?	No
Do you undertake any manufacture, processing, servicing, repair, testing or assembly of components or products?	No
Do you host any events where more than 500 people will attend?	No
Does your organisation supply any products?	No

### Details of any amendments to the above statement of facts declared to us

Risk location: 151 Dale Street, Liverpool, L2 2AH  
Claims details: None



# Small Charity Connect

Cover for small charities, not-for-profit organisations,  
social enterprises and voluntary organisations

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Protecting your community.  
Insuring your future.

**ansvar** 



“

## **Small Charity Connect**

is specially designed for the smaller or newly set-up registered and recognised charities, organisations holding charitable status, charitable incorporated organisations (CIO), community interest companies (CIC), voluntary, not-for-profit organisations and social enterprises that do not carry out work or visits abroad.

”

# Small Charity Connect

Small Charity Connect is for charities and organisations that have:

- an annual income or turnover up to £250,000
- assets up to £500,000
- a wage roll up to £100,000
- fewer than 250 volunteers or members.

The policy summary shows the main features and exclusions of the policy – it does not provide all the terms, conditions and exclusions that are in the policy wording. You can ask us for a copy of this. A significant exclusion is something that may affect your decision as to whether the policy is suitable for you or is unusual compared to other policies for the charity sector that are available. We have also included extra information that may help you.

Cover under our Small Charity Connect policy is provided by Ecclesiastical Insurance Office plc.

## Charity activities

The UK charity sector is involved in a wide range of activities. We can meet the insurance needs of your organisation for the following activities.

- meetings, charitable, recreational and fund-raising activities
- sales of goods, including second-hand goods for the benefit of your charity
- activities carried out using third-party suppliers (listed in the public and products liability section of the policy summary)
- office and administration work.

There are some higher risk activities which we do not cover (exclusions). We will cover some specified higher risk activities if the activity is provided by a professional supplier (see public and products liability section for a list of excluded activities and for professional suppliers' activities and conditions).

## Why Ansvar?

We are a general insurer specialising in insuring not-for-profit organisations and connected individuals. Our ethical investment and trading policy means we will not deal with organisations which are mainly involved in alcohol, tobacco, gaming and armaments.

We also give a percentage of our profits to help charities involved in alcohol and drug-education rehabilitation.

We have been trading in the UK for over 50 years and are renowned for offering an excellent personal service and providing a fast and sympathetic response to claims. We are a business division of Ecclesiastical Insurance Office plc.

If you want to find out more about us, please go to our website at [www.ansvar.co.uk](http://www.ansvar.co.uk).

## Choice of cover options

Public and products liability is a compulsory section of cover to which you can add cover for:

- abuse
- community work activities
- firework displays and bonfire events.

You can also add the following sections of cover.

- Contents (option to add cover for stock)
- All risks
- Money and personal accident assault
- Business interruption (only available with either contents or all risks cover)
- Computer breakdown (only available with either contents or all risks cover)
- Employers' liability
- Professional indemnity
- Personal accident
- Trustees' and directors' indemnity
- Legal expenses.

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## Tax

We add insurance premium tax (IPT) to your premium at a rate set by the Government.

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## Instalments

You can pay the premium in monthly instalments as long as you meet our minimum level of premium for this facility. You will need to fill in an instalment form and we will make the necessary arrangements with your bank or building society.

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## Helplines

Available 24 hours a day, 365 days a year.

- Counselling
- Emergency assistance
- Eurolaw commercial legal advice
- Emergency glass replacement
- Public-relations (PR) crisis advice and help with the media.

Available Monday to Friday 9am to 5pm (not including public and bank holidays)

- Tax advice (commercial)

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## Importance of having adequate sums insured

- You should ask your insurance advisor for advice on sums insured and indemnity limits. However, it is your responsibility to make sure that the sums insured are enough.
- If a sum insured is not enough to replace all of the property insured or a loss of all income, we may reduce the amount of a claim payment in equal proportion.
- You should regularly review your sums insured as there is no automatic index-linking under this policy.
- Sums insured should include VAT if this applies.

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## Settling claims

- If an excess applies to a claim, we will take off the amount of the excess from the claim settlement.
- The sum insured or the indemnity limit (as appropriate) will be the most we will pay unless we say otherwise.

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## Unoccupancy or change in risk

You must tell us immediately if the buildings are to become unoccupied, without tenants, empty, disused or need to have structural alterations, major repairs, demolition or construction.

If this happens, we may cancel the policy from the date of the alteration or place special terms on you or charge an extra premium.



## Special requirements

- These are aimed at reducing the risk of loss, damage or liability.
- They only apply if they relate to your property or your activities.
- We will not pay a claim (unless we say otherwise) if you fail to keep to a special requirement.
- See the policy wording for full details of the special requirements.

Section of cover	Special requirements	Summary of special requirements
All risks	Trailer security	Fitting security devices and keeping trailers in a locked building or locked compound
Contents	Cooking equipment	Cleaning ducting, fitting safety devices and providing fire extinguishers
	Waste materials	Disposing of combustible materials
Business interruption	Backing up of electronic data	Regularly backing up and storing electronic data
	Monthly statement (for book debts extension)	Record-keeping and storing records
	Pests or vermin	Getting our permission before restricting the use of the premises
Computer breakdown	Backing up of electronic data	Regularly backing up and storing electronic data
	Anti-virus maintenance	Updating anti-virus protection
Employers' liability	Corporate manslaughter	Immediately telling us about any legal action
Money	Record-keeping	Record-keeping and storing records
	Security	Safes and strongrooms being kept locked and keys kept safe
Public and products liability	Using bouncy castles and other land-based inflatables or trampolines	Supervision, safety and location requirements for equipment
	Clean-ups or litter picks	Safety procedures and using protective personal equipment
	Second-hand goods (products liability)	Checking goods and record-keeping
	Face painting and henna tattoos	Safety procedures and hygiene precautions
	Insurance checks for professional suppliers of activities	Checking insurance documents
	Loaned or hired out mobility equipment	Safety checks and keeping records of equipment
	Libel and slander	Following the advice given by a Queen's Counsel
	Corporate manslaughter	Immediately telling us about any legal action
	Abuse (optional cover)	You, your employees and professional suppliers keeping to your written protection policy Reviewing your protection policy at least once a year
Firework displays or bonfire events (optional cover)	Management and safety procedures for the event	
Professional indemnity	Insurance checks for labour-only subcontractors and self-employed	Checking insurance documents
Trustees' and directors' indemnity	Electronically held documents	Regularly backing up and storing electronic data



# Policy summary

Cover under the policy applies within the United Kingdom, the Channel Islands and the Isle of Man only unless we say otherwise.

See the policy wording for full details of cover, exclusions, and the general conditions and general exclusions.

## Public and products liability

The insurance for public liability is provided on a 'costs in addition' basis.

This means that, unless we say otherwise, we will pay costs and expenses as well as the indemnity limit specified in the schedule.

Cover and limits	Significant exclusions
<p>Legal liability for injury to the public or damage to their property which happens during the period of insurance, and legal liability arising from selling or supplying goods, in the course of your activities including:</p> <ul style="list-style-type: none"> <li>going to trade shows, exhibitions, conferences, meetings and seminars</li> <li>clerical and office administration work</li> <li>maintaining your premises</li> <li>fund-raising events and recreational activities where no more than 500 people will attend at any one time</li> </ul> <p>(but not the specified activities referred to under significant exclusions)</p> <ul style="list-style-type: none"> <li>specified activities not organised, run or supervised by you as long as you meet certain requirements – see 'Professional suppliers activities' on the next page</li> </ul> <p>Section limit £1,000,000 for any one claim:</p> <ul style="list-style-type: none"> <li>for damages (costs and expenses will be paid as well as this limit unless we say otherwise)</li> <li>includes costs and expenses for acts of terrorism</li> <li>applies to any one period of insurance for selling or supplying goods or for pollution or contamination</li> <li>applies to all extensions, unless we say otherwise (extension limits are not in addition to the section limit)</li> </ul> <p>Note: We will not increase the section limit any higher than £5,000,000 for acts of terrorism</p>	<ul style="list-style-type: none"> <li>£250 excess for third-party property damage</li> <li>Abuse (physical, sexual, medical or psychological) and insulting behaviour</li> <li>Bodily injury to employees and volunteers arising out of your activities</li> <li>Contractual liability</li> <li>Medical, surgical, dental, pharmaceutical or therapeutic products</li> <li>Mobility equipment hired or loaned out by you (other than products liability)</li> <li>Offshore activities</li> <li>Products sold or supplied to the United States of America or Canada</li> <li>Professional advice, error or services</li> <li>Property being worked on</li> <li>Terrorism at sports stadiums, exhibitions, theatres, music venues or any events organised by you where more than 1,000 people may attend at any one time</li> <li>Treatment other than first aid</li> <li>Using mechanically propelled vehicles for which you need compulsory insurance</li> <li>Using watercraft (other than non-mechanically propelled under nine metres long) and craft designed to travel through air or space</li> <li>Specified activities shown below</li> </ul>
<p><b>a) We will not cover the following activities:</b></p> <ol style="list-style-type: none"> <li>Abseiling, aerial activities of any kind, American football or Australian rules football, climbing where you need to use your hands as well as feet (other than children's playground equipment), fire walking, firework displays or bonfire events, forest-school activities, glacier walking or trekking, Gaelic football, gorge walking and similar, gymnastics, horse, pony or donkey riding of any kind, martial arts or fighting sports of any kind, parkour or freerunning, professional sport of any kind, racing or time trials (other than on foot), rugby, weightlifting and underground activities of any kind including caving and potholing</li> <li>Football if:             <ul style="list-style-type: none"> <li>your football team is taking part in a league system (including official training and practice sessions)</li> <li>you manage, control or organise a football league system</li> </ul> </li> <li>Water activities (other than swimming, snorkelling, surfing, windsurfing or using non-mechanically propelled watercraft under nine metres long while operated on inland waterways only or within three miles of the coast as long as they are not used in any white-water activity)</li> </ol>	

## Public and products liability (continued)

### b) We will not cover any activity that involves using the following:

Airborne lanterns, bicycles other than for normal road use, cables or wires, elastic ropes, fireworks or explosive items, land or kite or fly boards of any kind, land or sand or ice yachts of any kind, motorised fairground rides, roller blades, sandboards, skates, skateboards, skis, sleds, snowboards, snow tubes of any kind, toboggans, water-based play inflatables and weaponry

### c) We will not cover any activity that involves you or any person entitled to cover under this section, owning, possessing or using any:

- motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, quad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped
- trailer used for carrying people (whether paying a fare or not) for which you do not need compulsory motor insurance or security

### Professional suppliers' activities

We will give you automatic cover for the following activities organised, run and supervised by independent contractors as long as you have checked that they have public liability insurance for these activities. Abseiling, aerial runways, air-rifle shooting, archery, assault courses, BMX riding, clay-pigeon shooting, climbing wall, climbing with ropes, dry-slope skiing or boarding, go-karting, gymnastics, horse or pony or donkey riding, ice skating, inflatable play equipment, javelin throwing, land or kite or fly surfing or boarding, land or sand or ice yachting, motorised fairground rides, paint-balling, roller blading, roller skating, rope courses, skateboarding, weightlifting, zip wires and zorbing

## Public and products liability extensions

All extension limits form part of, and are not in addition to, the section limits unless we say otherwise.

Cover and limits	Significant exclusions
Indemnity to principals, members and other people	
Cross liabilities (the section limit applies in total for all parties named in the policy schedule)	
Hired or rented premises (the section limit applies)	£250 property damage excess Contractual liability
Contingent motor liability (the section limit applies)	
Court attendance expenses (£250 a day per person)	
Wrongful arrest (£25,000 for any one period of insurance including costs and expenses)	Claims by any employee or volunteer
Second-hand products (section limit applies for any one period of insurance)	Gas appliances and any other appliances containing or using flammable liquids Upholstered furniture or bedding not meeting legal safety requirements
Legal liability as a result of breaking or alleged breaking of any current data-protection legislation during the period of insurance  We will also cover past events that would have been covered under a previous 'claims made' policy which you become aware of in the current period of insurance.  (The section limit, including costs and expenses, applies for any one claim following civil action against you. The limit is £100,000 for any one period of insurance for defence and prosecution costs awarded against you following criminal proceedings.)	Claims, or notices that may result in a claim, for past events we are not told about within 28 days after you have received the claim or notice  Costs for replacing, reinstating or deleting data

## Public and products liability extensions (continued)

Cover and limits	Significant exclusions
<p>Libel and slander, defamation and slander of title to goods (in other words, who legally owns the goods) (£10,000 any one period of insurance, including costs and expenses, with an inner limit of 20% (£2,000) for claims arising from statements in electronic format)</p>	<p>£250 excess</p> <p>Action in courts outside of the United Kingdom, the Channel Islands and the Isle of Man</p> <p>Claims against one of your trustees or directors by another person who is also one of your trustees or directors</p> <p>Malicious or injurious falsehood</p>
<p>Corporate manslaughter defence costs for criminal proceedings under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 (£500,000 for any one period of insurance, or £1,000,000 if the employers liability section also applies, or £1,000,000 in total for all policies we cover you for if relating to the same prosecution)</p>	<p>Costs covered under the legal expenses section or elsewhere</p> <p>Costs of any remedial or publicity orders</p> <p>Deliberate act or failure to act</p>
<p>Health and Safety at Work Act defence costs for criminal proceedings (£500,000 in total for all claims relating to the same prosecution under this extension and the employers' liability section)</p>	<p>Costs covered elsewhere</p> <p>Deliberate act or failure to act</p> <p>Fines or penalties</p>
<p>Consumer Protection Act and Food Safety Act defence costs for criminal proceedings (£500,000 for any one claim under each Act)</p>	<p>Costs covered elsewhere</p> <p>Deliberate act or failure to act</p> <p>Fines or penalties</p> <p>Liability for bodily injury or damage to property</p> <p>Under Food Safety Act any:</p> <ul style="list-style-type: none"> <li>- order made under Section 9; or</li> <li>- regulation under Section 45</li> </ul>
<p>Abuse (optional cover)</p> <p>Legal liability for injury to the public for claims which take place during the period of insurance (£1,000,000 for any one period of insurance)</p> <p>If someone is abused over more than one period of insurance, we will treat all abuse as having taken place during the period of insurance that the abuse first started</p>	<p>Bodily injury to employees and volunteers</p>
<p>Firework displays or bonfire events for up to 100 people attending at any one time (optional cover)</p> <p>Legal liability for injury to the public or damage to their property which takes place during the period of insurance in the course of any firework display or bonfire event organised and run by you (£1,000,000 for any one claim)</p>	<p>Significant exclusions as for public and products liability section</p>
<p>Community-work activities (optional cover)</p> <p>Legal liability for injury to the public or damage to their property which takes place during the period of insurance, arising from community-work activities including:</p> <ul style="list-style-type: none"> <li>• clean-ups and litter picks</li> <li>• collection and delivery work</li> <li>• domestic work including domestic gardening</li> <li>• indoor and outdoor cleaning or decorating of property</li> <li>• sorting card, clothes, electrical goods, furniture, glass, paper, plastic or tins for recycling</li> </ul> <p>The section limit applies for any one claim</p>	<p>The same exclusions as for public and products liability section</p> <p>Work involving:</p> <ul style="list-style-type: none"> <li>- demolition, excavation or underground works</li> <li>- domiciliary personal care, medical or nursing care</li> <li>- electrical, gas or plumbing installations or roofing</li> <li>- food or industrial manufacturing processes</li> <li>- heights over three metres above ground or floor level</li> <li>- recycling industrial processes or waste disposal</li> <li>- chainsaws, powered metalworking or woodworking machinery other than powered hand tools</li> <li>- scaffolding over three metres above ground or floor level; and</li> <li>- welding or heat application equipment</li> </ul>

## Contents

Cover and limits	Significant exclusions
<p>The main events insured against are loss or damage to contents (including stock if you have chosen this) caused by:</p> <ul style="list-style-type: none"> <li>• fire, subterranean fire, explosion, lightning or earthquake</li> <li>• smoke</li> <li>• theft or attempted theft involving entry to or exit from the buildings by force</li> <li>• impact by any vehicles, animals or aircraft</li> <li>• riot, civil commotion</li> <li>• malicious people or vandals</li> <li>• storm or flood</li> <li>• escape of water from specified installations</li> <li>• escape of oil from a fixed heating installation</li> <li>• falling aerials or satellite dishes including loss or damage to them</li> <li>• falling trees, telegraph poles, lamp posts, pylons or wind turbines</li> <li>• accidental damage</li> </ul> <p>Section limits The selected sum insured, with limits of:</p> <ul style="list-style-type: none"> <li>• £2,500 for antiques and valuables (£1,000 item limit)</li> <li>• £2,500 for electronic data</li> <li>• £1,000 for escape of metered water</li> <li>• £1,000 for escape of oil (including by theft)</li> </ul>	<p>£100 excess for all events and extensions unless we tell you otherwise</p> <p>£500 excess for storm, flood or escape of water damage to contents in any basement used other than for storage purposes only</p> <p>Mechanical or electrical breakdown</p> <p>Storm, flood or escape of water damage to contents in any basement used for storage purposes only unless stored at least 15 centimetres above floor level</p> <p>Theft, malicious damage, escape of water or fuel oil, storm and accidental damage while the buildings are unoccupied, without tenants, empty or disused</p> <p>Wear and tear or damage which happens gradually</p>

## Contents extensions

Specified extension limits apply in addition to the section limit.

Cover and limits	Significant exclusions
Accidental breakage of glass, sanitary fittings, lamps, signs and glass in furniture, showcases, shelves, tops and mirrors (£5,000)	While the buildings are unoccupied, without tenants, empty or disused
Theft damage to buildings, as long as you are legally responsible for the damage (£5,000)	While the buildings are unoccupied, without tenants, empty or disused
Theft of keys and gaining access (£1,000 for any one period of insurance)	£50 excess Safe keys left in buildings outside working hours
Property of employees, volunteers and members (£100 for personal money, £500 for any item, £1,000 in total for any one person)	£50 excess Accidental damage Bicycles Money (other than personal money), credit or debit cards Theft of portable computers from unattended vehicles
Costs of removing debris (10% of contents sum insured)	
Hired or loaned property in your custody and control for periods up to 30 days (£2,500 item limit and £5,000 in total)	Theft from unattended vehicles

## All risks

Cover and limits	Significant exclusions
<p>Any loss or damage within the British Isles to your unspecified property</p> <p>We will restrict any cover provided for marquees, tents, inflatables and sports equipment to loss or damage by fire, explosion, lightning, earthquake, smoke, aircraft, theft or attempted theft, being hit by any aircraft or vehicle or train or animal, riot, civil commotion, storm, flood and falling trees, telegraph poles or lamp posts</p> <p>Section limits The selected total sum insured and the selected item limit</p>	<p>£100 excess</p> <p>£250 theft excess for property in trailers</p> <p>Property from unattended motor vehicles unless hidden and the vehicle locked</p> <p>Unexplained disappearance</p> <p>Wear and tear, vermin, mechanical or electrical breakdown, faulty workmanship, cleaning and restoring</p>

## Money

Cover and limits	Significant exclusions
<p>Physical loss of:</p> <ul style="list-style-type: none"> <li>crossed cheques and other non-negotiables (up to £250,000)</li> <li>other money: <ul style="list-style-type: none"> <li>on the premises in a locked safe (£2,500)</li> <li>on the premises during working hours, when being carried by you or in a bank night safe (£2,500)</li> <li>at the home of an authorised employee or volunteer (£2,500)</li> <li>in your collecting tins or buckets (£250 for any one claim and £500 in any one period of insurance)</li> <li>in any other circumstances (£500)</li> </ul> </li> </ul> <p>Damage to:</p> <ul style="list-style-type: none"> <li>clothing and personal belongings caused by theft or attempted theft of money (£100 for personal money, £500 in total for any one person)</li> <li>the safe or strongroom at the premises or money-carrying belt or case (£2,500)</li> </ul>	<p>£100 excess</p> <p>Clerical errors, unexplained shortage or a business transaction</p> <p>Loss from unattended motor vehicles or money-operated machines</p> <p>Money in the custody of professional carriers</p>

## Money extensions

Specified extension limits apply in addition to the section limit.

Cover and limits	Significant exclusions
<p>Misappropriation of money by an employee or volunteer (£2,500 any one person, £5,000 for any one period of insurance)</p>	<p>Losses not discovered within 30 days of the event</p>
<p>Injury to you, employees and voluntary workers due to theft or attempted theft of money or contents causing:</p> <ul style="list-style-type: none"> <li>death (£10,000)</li> <li>permanent total disability, including loss of hands, feet, eyes, hearing or speech (£10,000)</li> <li>temporary total disability up to 104 weeks (£100 a week if aged 16 to 75, nothing if aged 76 to 85)</li> </ul>	<p>Illness or disease</p>
<p>Fraudulent use of credit or debit cards (£1,000 per card account for any one period of insurance)</p>	<p>Losses if you fail to keep to the card issuer's terms or fail to report the loss to the police and card issuer within 24 hours of discovering the fraud</p>

## Business interruption

Cover and limits	Significant exclusions
<p>Interruption of your activities for up to a 12-month period following damage at your premises for which we will pay a claim for contents or all risks</p> <p>Section limits The selected sum insured with a limit of £2,500 extra expenses for reproducing documents or electronic data</p> <p>Options available for:</p> <ul style="list-style-type: none"><li>• loss of income including extra expenses that prevent loss of income</li><li>• extra expenses – for example, the costs of removal to and from, and fitting up of, temporary premises (a fixed percentage of the selected sum insured for the first three months and a monthly limit after this)</li></ul>	<p>Loss after the charity or organisation is wound up or permanently discontinued</p>



## Business interruption extensions

Specified extension limits apply in addition to the section limit.

Cover and limits	Significant exclusions
<p>We will provide cover after:</p> <ul style="list-style-type: none"> <li>• an outbreak of a specified disease (see list below)</li> <li>• discovery of an organism resulting in a specified disease (see list below)</li> <li>• poisoning caused by food or drink your organisation has provided</li> <li>• an accident causing faults in drains or other sanitary arrangements</li> </ul> <p>at your premises resulting in an authority restricting how you use the premises</p> <ul style="list-style-type: none"> <li>• discovering pests or vermin at your premises</li> <li>• murder, rape or suicide happening at your premises</li> </ul> <p>We will cover you for up to three months after the event (the selected sum insured or £25,000 whichever is less)</p>	<p>Any event not at your premises</p> <p>Cleaning, repair, replacement, recall or checking property</p>
<p><b>Specified diseases:</b> acute encephalitis, acute poliomyelitis, anthrax, cholera, diphtheria, dysentery, legionellosis, legionnaires disease, leprosy, leptospirosis, malaria, measles, meningitis, meningococcal septicaemia (without meningitis), mumps, ophthalmia neonatorum, paratyphoid fever, plague, rabies, relapsing fever, rubella, scarlet fever, smallpox, tetanus, tuberculosis, typhoid fever, typhus fever, viral haemorrhagic fever, viral hepatitis, whooping cough and yellow fever</p>	
<p>Bomb scare or emergency action resulting in the authorities closing your premises (£2,500)</p>	<p>Closure of less than four hours</p> <p>Premises in Northern Ireland</p>
<p>Being denied access to your premises, following damage to property in the area (£5,000)</p>	
<p>Suppliers and customers – interruption to your activities following damage to the premises of your suppliers or customers (£5,000)</p>	
<p>Failure of electricity, gas or water up to the connecting point where the supplier’s feed joins your premises, or failure following damage to telecommunications property of the electricity, gas or water supplier (£5,000)</p>	<p>Deliberate act of the supplier</p>
<p>Utilities – damage at an electrical, gas, water or telecommunications suppliers’ premises (£5,000)</p>	
<p>Exhibitions and work away – damage at other premises used by you (£5,000)</p>	
<p>Book debts – inability to collect money owed to you due to damage to your records (£5,000)</p>	<p>Deliberate erasure or distortion of electronic data</p>

## Computer breakdown

Cover and limits	Significant exclusions
<p>Repairing computer equipment following sudden and unexpected breakdown and the resulting expenses to replace or reinstate electronic data (£2,500 for hardware and £2,500 for data for any one period of insurance)</p> <p>Additional expenses for reinstating computer equipment and data following a virus or similar mechanism or hacking or denial of service attack (£500 for any claim, £1,000 for any one period of insurance)</p>	<p>£100 excess</p> <p>Computer equipment over 10 years old</p> <p>Consequential loss</p> <p>Wear and tear</p>

## Computer breakdown extension

Specified extension limits apply in addition to the section limit.

Cover and limits	Significant exclusions
<p>Additional expenses following a computer breakdown claim:</p> <ul style="list-style-type: none"> <li>• for hire or lease charges under a new agreement</li> <li>• for modifying or altering computer equipment</li> <li>• paid to reduce, as far as possible, interruption or interference to your activities following a loss of electricity or telecommunications</li> <li>• for investigating repairs or removing computer equipment</li> </ul> <p>(£2,500 for any one period of insurance)</p>	

## Employers' liability

Cover and limits	Significant exclusions
<p>Legal liability for injury to employees and volunteers caused during the period of insurance in the course of your activities</p> <p>Section limit £10,000,000 any one claim including costs and expenses but reduced to £5,000,000 if terrorism is involved</p>	<p>Offshore activities</p> <p>Where compulsory motor insurance is needed</p>

## Employers' liability extensions

All extension limits include costs and expenses and form part of, and are not in addition to, the section limit.

Cover and limits	Significant exclusions
Indemnity to principals and others (the section limit applies)	
Unsatisfied court judgements (the section limit applies)	
Expenses for attending court (£250 a day per person)	
Corporate manslaughter defence costs for criminal proceedings under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 (£500,000 for any one period of insurance, or £1,000,000 if the public and products liability section also applies, or £1,000,000 in total for all policies we cover you for if relating to the same prosecution)	<ul style="list-style-type: none"> <li>Costs covered under the legal expenses section or elsewhere</li> <li>Costs of any remedial or publicity orders</li> <li>Deliberate act or failure to act</li> </ul>
Health and Safety at Work Act defence costs for criminal proceedings (£500,000 in total for all claims relating to the same prosecution under this extension and the public and products liability section)	<ul style="list-style-type: none"> <li>Costs covered elsewhere</li> <li>Deliberate act or failure to act</li> <li>Fines or penalties</li> </ul>

## Professional indemnity

Cover and limits	Significant exclusions
<p>Cover for claims made in any one period of insurance for which you or your employees are legally liable for costs and damages arising from any actual or alleged failure in carrying out specified professional services or failing to carry out your professional duty</p> <p>Section limit £100,000 for any one period of insurance including costs and expenses</p>	<ul style="list-style-type: none"> <li>£250 excess</li> <li>Abuse (physical, sexual, medical or psychological) and insulting behaviour</li> <li>Bodily injury except as a result of negligent advice, design, formula or specification</li> <li>Contractual liability</li> <li>Goods sold, supplied or worked on by you</li> <li>Claims against one of your trustees or directors by another person who is also one of your trustees or directors</li> <li>Medical malpractice</li> <li>Overseas claims</li> <li>Regulatory or disciplinary investigations or proceedings</li> <li>Trading losses or liabilities</li> </ul>

## Trustees' and directors' indemnity

Cover and limits	Significant exclusions
<p>Claims made in any one period of insurance related to:</p> <ul style="list-style-type: none"> <li>costs and damages for which your trustees, directors or officers are legally responsible due to any 'wrongful act' committed by a trustee, director or officer in that capacity, such as failure to carry out a duty or breaking a trust</li> <li>your legal obligation under your governing documents to cover your trustees, directors or officers</li> <li>your legal liability for a 'wrongful act' of your trustees, directors or officers, as long as you are not an unincorporated association</li> <li>legal liability of a trustee, director or officer arising from documents having been destroyed, damaged, lost or mislaid</li> </ul> <p>Section limits £100,000 for any one period of insurance including costs and expenses and up to £50,000 for loss or damage to documents</p>	<p>£250 excess</p> <p>Bodily injury or damage to property</p> <p>Contractual liability</p> <p>Criminal or fraudulent acts</p> <p>Employment disputes</p> <p>Failure to carry out your professional duty</p> <p>Failure to maintain insurance</p> <p>Claims against one of your trustees or directors by another person who is also one of your trustees or directors</p> <p>Legal action outside the European Union</p> <p>Medical malpractice</p> <p>Reckless or deliberate acts</p>

## Trustees' and directors' indemnity extensions

All extension limits include costs and expenses and form part of, and are not in addition to, the section limit.

Cover and limits	Significant exclusions
Costs of representing you at an investigation after proceedings instigated by the Charity Commission or other regulatory body (£100,000 for any one period of insurance)	Costs covered elsewhere
The legal liability of a trustee's husband, wife or civil partner if liability of the trustee is transferred to them by the operation of law (the section limit applies)	
Legal representatives' legal liability for a trustee, director or officer (the section limit applies)	
Cover for retired and former trustees, directors or officers for up to six years after the cover is cancelled (the section limit applies)	Liability of the charitable body
Legal costs in defence of criminal proceedings arising from a 'wrongful act' resulting in pollution, contamination or seepage (£100,000 for any one period of insurance)	Resultant damage and clearance costs arising from pollution, contamination or seepage
If this section is cancelled, or we do not invite you to renew cover, as long as you have not replaced the cover with another insurer, we will allow a further period of 60 days to report any claims (the section limit applies)	
Emergency costs and expenses if you are not able to contact us for permission to pay these costs (10% of the section limit)	

## Personal accident

Cover and limits	Significant exclusions
<p>Following injury to you, employees and volunteers arising from accidents while working in connection with your activities, we will pay for:</p> <ul style="list-style-type: none"> <li>• death (£10,000 if aged 16 to 75, £5,000 if aged 76 to 85)</li> <li>• permanent total disability, including loss of hands, feet, eyes, hearing or speech (£10,000 if aged 16 to 75, £5,000 if aged 76 to 85)</li> <li>• temporary total disability up to 104 weeks (£100 a week if aged 16 to 65, £50 a week if aged 66 to 75, £25 a week if aged 76 to 80, nothing if aged 81 to 85)</li> <li>• medical and dental expenses (£2,500 for any one person)</li> <li>• in-patient hospital treatment (£20 for every 24 hours in hospital, up to £200 for any one person)</li> </ul>	<p>Chemical, biological or nuclear terrorist act</p> <p>Illness or disease</p> <p>Serving in the armed forces</p> <p>Specified sport and hazardous activities:            abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motorcycling, motor scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling</p> <p>Using powered woodworking machinery (other than hand tools), scaffolding (other than tower scaffolding) or chainsaws</p>

## Legal expenses

Cover and limits	Significant exclusions
<p>Legal costs or expenses, including compensation awards where stated, we have agreed to for the insured incidents as shown</p> <p>Section limit            £250,000 for all claims resulting from one or more events arising at the same time or from the same cause. This applies to all insured incidents, including any compensation awards. (Employment compensation awards accepted as part of a claim are limited to £1,000,000 in total for all such awards in any one period of insurance.)</p>	<p>Applies to all insured incidents:</p> <p>Any compensation (other than employment compensation awards or legal defence under current data-protection legislation following civil action by an individual)</p> <p>Copyrights, trademarks, intellectual property or confidentiality agreements</p> <p>Fines, penalties or damages</p> <p>Franchise or agency agreements</p> <p>Legal action without our agreement</p> <p>Loss, alteration, corruption or distortion of, or damage to, personal data, and cyber-related claims such as hacking or viruses</p> <p>Where you are bankrupt or you become bankrupt at the start of or during a claim</p>

## Legal expenses (continued)

Insured incidents	
Cover and limits	Significant exclusions
<p>Legal defence – or representation for your employees’ legal rights:</p> <ul style="list-style-type: none"> <li>• before legal proceedings are issued when dealing with the police or Health and Safety Executive where a criminal offence may have been committed in connection with your activities</li> <li>• in criminal prosecution arising in connection with your activities</li> <li>• in a civil action for compensation under current data-protection legislation, including paying any compensation awarded to an individual</li> <li>• following civil action for wrongful arrest for theft during the period of insurance</li> <li>• in appealing against the terms of any statutory notice which affects your activities</li> </ul> <p>Costs relating to jury service and court-attendance expenses which are not more than the net salary or wages for the time away from work less any amount which you, the court or tribunal, have refunded</p> <p>Cover (except for statutory notice appeals) also applies outside the United Kingdom to the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey</p>	<p>Breaking road-traffic laws or regulations</p> <p>Compensation awarded to a data controller or data processor</p> <p>Fines imposed by the Information Commissioner or any other regulatory or criminal body</p> <p>Relating to any statutory notice issued by a regulator or a governing body</p>
<p>Contract disputes – negotiating your legal rights in a contractual dispute for buying, hiring, selling or providing goods or services</p>	<p>£500 excess if the amount in dispute is more than £5,000</p> <p>Amount in dispute under £250 including value added tax (VAT)</p> <p>Computer hardware, software systems or services</p> <p>Disputes for money owed after 90 days of a debt being due</p> <p>Employment contracts</p> <p>Loans, mortgages, pensions, guarantees or any other financial products</p> <p>Motor vehicles</p> <p>Sale, purchase, terms of a lease, licence or tenancy, of land or buildings</p>
<p>Debt recovery – negotiating your legal rights, including enforcement, to recover money from selling or providing goods or services</p>	<p>Claims after 90 days of the debt being due</p> <p>Computer hardware, software systems or services</p> <p>Debts under £250 including value added tax (VAT)</p> <p>Debts bought from someone else</p> <p>Disputes where the other party implies that a defence exists</p> <p>Loans, mortgages, pensions, guarantees or any other financial products</p> <p>Motor vehicles</p> <p>Sale, purchase, terms of a lease, licence or tenancy, of land or buildings</p>

## Legal expenses (continued)

Cover and limits	Significant exclusions
<p>Property protection – negotiating your legal rights in any civil dispute relating to property following any event which causes damage to that property, or a legal nuisance or a trespass</p>	<p>Contract disputes</p> <p>Defending your legal rights</p> <p>Enforcing a legal property agreement</p> <p>Goods being transported or on loan or hire</p> <p>Motor vehicles</p>
<p>Personal injury – negotiating your employees’ and their family members’ legal rights following a specific or sudden accident that causes death or bodily injury to them</p> <p>Cover also applies outside the United Kingdom to – the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey</p>	<p>Clinical negligence</p> <p>Defending your legal rights or your employees’ and their family members’ legal rights</p> <p>Illness or injury that develops gradually</p> <p>Psychological injury or mental illness, unless the condition follows a specific or sudden accident that has caused a physical bodily injury</p>
<p>Tax protection – negotiating for you in:</p> <ul style="list-style-type: none"> <li>• tax enquiries by HM Revenue &amp; Customs</li> <li>• Charity Commission enquiries into your business accounts</li> <li>• employer compliance disputes with HM Revenue &amp; Customs concerning Pay As You Earn, social security, construction industry or IR35 legislation and regulations</li> <li>• value added tax (VAT) disputes with HM Revenue &amp; Customs</li> </ul>	<p>Dishonest or alleged criminal offences</p> <p>Failure to register for value added tax (VAT) or Pay As You Earn</p> <p>Import or excise duties</p> <p>Tax-avoidance schemes</p>
<p><b>Notes</b></p> <ul style="list-style-type: none"> <li>• You must let DAS know about any problems straight away or they may not provide cover if you have tried to deal with matters on your own.</li> <li>• For civil cases, cover depends on a ‘reasonable prospects of success’ clause, meaning that it must more likely than not mean that you would make a successful defence, recover damages or achieve a legal remedy that DAS have agreed to. For criminal cases, there is no requirement for there to be ‘reasonable prospects of success’, other than for appeals.</li> <li>• Reasonable prospects would be considered as a 51% or better chance of success and would be assessed by a law firm, barristers’ chambers or tax expert DAS choose according to their standard terms of appointment.</li> </ul>	

# Answers to some questions about the policy

## How long does the policy provide cover for?

The policy normally runs for 12 months. About four weeks before it ends, we will send a renewal notice telling you our terms for the next 12 months.

## What if you want to cancel the policy?

**a) If you are an individual person and you want any part of the insurance for purposes which are outside your trade, business or profession, the following cooling-off conditions apply.**

- If at the start of cover or when you renew the policy, you change your mind and no longer need the cover, you have 14 days (cooling-off period) from either the date you received the policy wording and the schedule or the date the cover began (whichever is later) to write to us, or your insurance advisor, to say you want to cancel the policy. In these circumstances we will make a full refund of your premium.
- You may cancel the policy after the cooling-off period but the following conditions then apply.

**b) For all other insured people, companies or organisations and for an individual person cancelling outside the cooling-off period, the following conditions apply.**

- You may cancel the policy by giving us written instructions.
- We will refund the premium for the rest of the period of insurance, which we will adjust if you pay your premium by instalments. We will not give you a refund if it is less than £25.
- If you have made a claim in the current period of insurance, the full annual premium is due and we will not make a refund. If you pay the premium in instalments, you will have to pay any premium you owe for the rest of the period of insurance or we will take it from any claim payment due.

## Can Ansvar cancel the policy?

We also have the right to cancel the policy by giving 14 days' notice sent by special delivery to your last-known address. If we cancel the policy, we will refund the premium for the rest of the period of insurance.

## What is different about cover arranged on a 'claims made' basis?

Trustees' and directors' indemnity, professional indemnity, libel and slander and misappropriation of money are all types of cover which insurers normally provide on a 'claims made' basis. This means we only provide cover for claims which are discovered and we are told about during a current period of insurance.

If you cancel the cover, you will no longer have protection for losses or actions before you cancelled. This can leave a possible gap in cover if you do not replace it with another insurance policy from the cancellation date. Ideally, before you cancel, you should get the written agreement from anyone who will lose their protection of cover.

## What if you need to make a claim?

You can find detailed guidance on making a claim in the policy wording and on our website.

Our 24-hour claims number is 0345 606 0431.

Our address is Ansvar Insurance, 4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS.

## What governing law and language applies?

Our policies are governed by English law unless your legally registered address is in Scotland, in which case Scottish law will apply.

We will communicate with you in English at all times.



# Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or by phone at any time as follows.

## For all complaints other than legal expenses complaints

### Ansvar Insurance

4th Floor, The Office, 1 Market Square,  
Circus Street, Brighton, BN2 9AS

Phone: **0345 60 20 999**

Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk)

## For legal expenses complaints

### DAS Legal Expenses Insurance Company Limited

DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

Phone: **0344 893 9013**

Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

## Our promise to you

We will aim to deal with your complaint within one business day.

To deal with your complaint we will:

- investigate your complaint thoroughly and impartially;
- keep you informed of the progress of the investigation; and
- respond in writing to your complaint as soon as possible.

For more complicated issues, we may need a little longer to investigate, and we may ask you for more information to help us reach a decision.

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

### Financial Ombudsman Service

Exchange Tower, London, E14 9SR

Phone: **0800 023 4567**

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website set up by the European Commission.

Website: <http://ec.europa.eu/consumers/odr/>

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



# The Financial Services Compensation Scheme (FSCS)

The FSCS is an independent organisation set up by the Government. They give you your money back if an authorised financial services provider cannot pay you because they do not have enough money.

The FSCS can only pay compensation for customers of financial-services firms authorised by the Prudential Regulation Authority or the Financial Conduct Authority.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought.

The FSCS do not charge individual consumers for using their service.

The FSCS cannot help you if the firm you have done business with is still trading.

You can write to:

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

Visit the website: [www.fscs.org.uk](http://www.fscs.org.uk)

Phone FSCS helpline on **0207 741 4100** or **0800 678 1100**

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)



# Cyber

Protection against cyber-attack and data breach

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# Cyber

## Protection against cyber-attack and data breach

These guidance notes are intended to help you understand the common risks and responsibilities you are likely to face. The information provided in this guide is by no means exhaustive.

We would encourage you to be proactive in the management of cyber risks to which your organisation may be exposed to.

The information in these guidance notes is given in good faith and is based on our understanding of current law and best practice. Ecclesiastical Insurance Group plc, including Ansvar Insurance, cannot accept any responsibility for action taken as a result of information provided in this publication. It is your responsibility to ensure that your organisation complies with its legal responsibilities and any interpretation or implementation of this guidance is at the sole discretion of your organisation or other party who may read these notes.

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## What are cyber risks?

Organisations have become increasingly reliant on technology to carry out their activities. Almost all organisations use or have access to the internet in some way.

Technology and the internet are revolutionising the way organisations communicate with others and how they handle and manage data. However, this has increased the risk of data being compromised by criminals, who can make large sums of money from accessing and stealing data. In addition, legislation can impose penalties on an organisation for not taking appropriate steps to secure or prevent access to data relating to individuals. All of which could result in significant financial loss, disruption to your activities, or damage to your reputation.

These risks aren't just a problem for large organisations; small and medium-sized organisations with fewer data security resources are particularly vulnerable.

## Common cyber exposures

### Liability

Organisations have certain responsibilities when managing, securing and using data. Failure to adhere to these responsibilities could result in enforcement action by the regulator and the imposition of fines. At the same time, if the person or organisation to which the data relates suffered a financial loss, or harm to their reputation because of your failure to adhere to these responsibilities, a civil liability could be created. This could result in you having to pay:

- a) compensation (damages) to the affected party,
- b) their legal costs (in the event you were unsuccessful in defending a legal action),
- c) your own legal defence costs.

Public liability insurance normally covers the above costs that you may have to pay for third party property damage or bodily injury that arises from your negligence. However, a loss of data will not necessarily involve damage to property (or injury) and as such, standard public liability insurance will not offer protection against the costs arising from a 'cyber liability' (although some cover may be provided as an extension to a policy). Professional indemnity (PI) insurance may offer some protection, but cover can vary and this will be dependent on you having PI cover.

#### Claims example

Property management firm's email system became corrupted. IT investigation needed to confirm a virus was the cause. Former customer sued for damages after being infected via an email.

**Claim £45,000**

## Common cyber exposures

### Expenses following a data-breach

The costs to you following an unauthorised or inadvertent loss of data are not limited solely to legal costs and any amounts of compensation you may have to pay. You may incur further costs:

- a) investigating the extent of the issue, which may include hiring professional persons to undertake this for you,
- b) informing affected parties that their data has been lost or illegally accessed,
- c) providing support to affected parties, which may include providing helplines and specialist help because of the effects of identity theft, and
- d) reducing the impact of a loss of data on your reputation, which may include hiring public relations specialists.

Civil law is compensatory in nature. The law compensates victims of a civil wrong, but (with the exception of injunctions) it makes no provision for limiting or reducing the after effects of a civil wrong. Public liability insurance works on a similar basis by indemnifying you for the costs arising from you being legally liable to compensate another. Cover to reduce or limit the effects of an incident may exist by extension to a public liability policy, but cover varies by insurer. However, specialist cover to reduce or limit the after effects of a loss of data is also available.

#### Claims example

Accountant's laptop stolen containing 800 customer tax records. Cost to investigate breach, take legal advice and notify clients.

**Claim circa £35,000**

## Damage to computer systems and business interruption

You may also incur additional expense in repairing damage to your computer systems (including your websites) following an incident of hacking, a computer virus or corruption of data.

Insurance policies covering damage to material property ordinarily only respond if there has been *physical* damage to your property (for example, a fire damages your laptop). Insurance cover for *non-physical* damage to property (including damage by a virus) is normally catered for by specialist insurance policies.

**Continued...**

## Continued...

Any incident of hacking, a computer virus or corruption of data that means you are unable to use your computer systems may also have an effect on your activities and could leave you potentially unable to trade. This may result in a loss of income, or additional expense to minimise the impact of this interruption to your organisation (for example, temporary hire of replacement computer equipment). In the event a fire damaged your property and left you unable to trade, a normal 'business interruption' insurance would pay for this loss of income and also the additional expenses you incur in reducing the effect of the interruption. However, as noted above, cover for business interruption following *non-physical* damage is normally catered for by specialist insurance policies.

### Claims example

Ransomware encrypted the files of a computer system.  
Costs incurred to clean the system and restore data.

**Claim circa £31,300**

## Crime

Illegal access to your computer system or those of businesses that you hire to provide services for you could result in money being taken from a bank account or credit arrangements (such as loans or overdrafts) being arranged in your name for the benefit of a fraudster. There is also the possibility that someone could attempt to extort money from you by threatening to damage your computer system or steal data. Protection against such risks can be catered for by specialist insurance policies.

### Claims example

Employee fraudulently modified information which resulted in a transfer of funds.

**Claim circa £12,800**

## Risk management

There are practical steps you can take to reduce the:

- likelihood of a 'cyber event' occurring
- impact a cyber event has on your organisation.

These include, but are not limited to, the following:

- **Data back-up.** You should back-up your data regularly and at least once a week. In the event your computer systems have to be restored or rebuilt this will make the process quicker and reduce the impact on your organisation. It is important that any device used to back-up data is removed from your computers when not in use, this will reduce the risk of a virus spreading and corrupting the backed-up data.
- **Anti-virus software.** Free software should not be used. Your anti-virus software should be updated at least once a week.

Where possible you should enable automatic updates. This will reduce the likelihood of you being infected with a computer virus.

- **Firewalls.** You should have in place maintained firewalls to control access, and prevent unauthorised access, to your computer system. Ensure that security precautions on devices are enabled, disabling security precautions may be convenient but it will also increase the risk of infection.
- **Email and internet usage.** You should have in place an email and internet usage policy that all staff (including volunteers) should adhere to. Computers should only be used for your business or charitable purposes and users should not be permitted to download software or apps from untrusted sources. This will reduce the risk of employees accessing inappropriate or potentially damaging websites.
- **Background checks.** For new members of staff (including volunteers) you should undertake credit checks and where appropriate, checks with the Disclosure and Barring (DBS) service. Cyber events are not always attributable to external sources and can arise from rogue or disgruntled employees stealing data or sabotaging the system.
- **Transferring money.** You should have in place documented procedures that requires staff to ensure payment requests are genuine and can be verified prior to making any payment. Staff should be vigilant and treat any unexpected emails requesting bank details or the transfer of funds with suspicion.
- **Data service providers.** Anyone providing data storage or data services for you should be located in the UK, Channel Islands or the Isle of Man. This will ensure adequate levels of protection for your data, in line with statutory requirements, are in place.
- **Password security.** Passwords should be unique, strong and changed regularly to reduce the risk of unauthorised access to your system.
- **Limiting access.** Access to systems and functions should be limited to only those staff or volunteers who need access to that system or function to carry out their role. Access should be revoked for staff or volunteers who leave the organisation, or who change roles within the organisation and no longer require access to a particular system or function.
- **Data privacy and information security policies.** You should have in place comprehensive data privacy and information security policies. This should include training, so all staff and volunteers are aware of their responsibilities. These policies should be updated regularly and after any incident.
- **Crisis management.** A crisis management policy will ensure your organisation can:
  - a) respond quickly to, and
  - b) mitigate the impact of an actual, or alleged, data breach or a cyber event. Being prepared in advance will reduce the impact any incident has on your organisation.

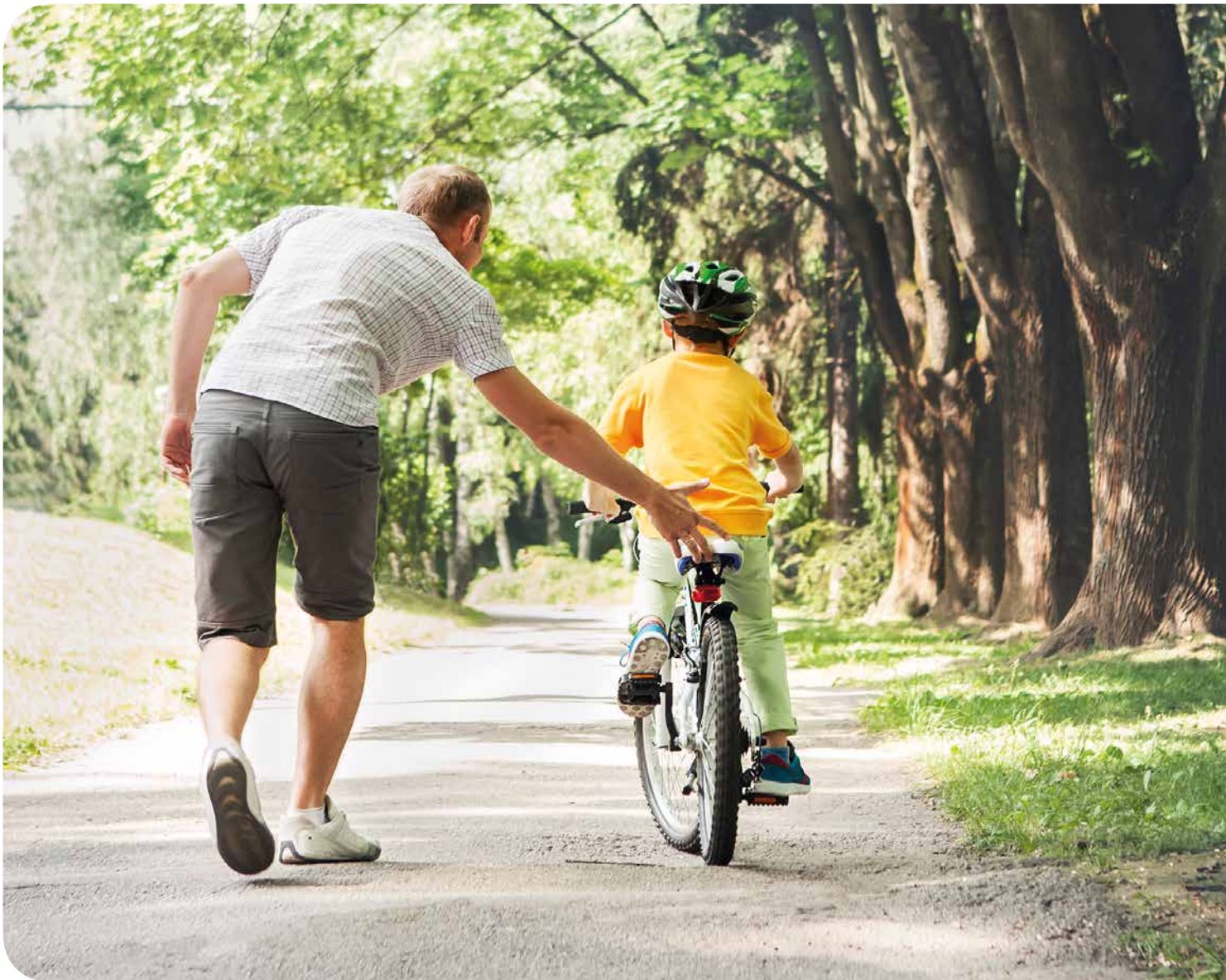
- **Hardware destruction policy.** When documents are disposed of, or any hardware is disposed of or sold, all information and personal data should be removed to reduce the risk of a third party accessing this data.
- **Data encryption.** Any sensitive data sent to third parties or stored or transferred onto portable devices (such as USB sticks) should be encrypted.
- **Update systems.** Systems, software and devices should be kept up to date with the latest updates. Computer viruses are often designed to exploit known flaws in older software and devices, keeping your systems, software and devices up to date will reduce the risk of being infected by a virus or hacked.

Compliance with a recognised standard, such as ISO/IEC 27001:2013, can help you implement some of the above steps. Obtaining ISO 27001 accreditation can be a complex process but it will demonstrate to your customers and service users that you take

data security seriously. Alternatively, the government has introduced the ‘Cyber Essentials’ scheme to help organisations implement basic controls to address cyber threats and certification with this will likewise demonstrate to others that you have taken essential precautions against these threats (see <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview> for more details).

It is important that in the event of someone attempting to extort money from you, or holding your data or systems to ransom that you do not pay any ransom demand without first seeking specialist advice. Paying even a small sum can result in you being more likely to be targeted again in the future.

Provision of insurance cover may be dependent on you adopting some, or all, of the measures outlined above. However, whether you take out specialist cover to protect yourself from the financial consequences of a cyber-attack or not, you should consider if any additional security measures are appropriate for your organisation.



## Cyber summary of cover

This summary shows the main features and exclusions of the cyber cover we can offer – it does not provide all the terms, conditions and exclusions of the cyber section of cover or those of the policy wording. You can ask us for a copy of this. A significant exclusion is something that may affect your decision as to whether the cyber section of cover or the policy is suitable for you or is unusual compared to other policies that are available.

Our cyber cover is provided by Ecclesiastical Insurance Office plc.

Cover under our policies applies within the United Kingdom, the Channel Islands and the Isle of Man only unless we say otherwise.

See your policy wording for full details of cover, exclusions, and the general conditions and general exclusions.

## Cyber

Cover	Significant exclusions and limits
Damages, costs and expenses agreed by us for the insured incidents as shown	<p>£500 excess</p> <p>Section limit: £25,000 any one period of insurance</p> <p>For all insured events:</p> <p>Acts of terrorism</p> <p>Any loss of income during the time excess period</p> <p>Claims brought against you by a company in which you are a director, officer, partner or employee or have a financial interest</p> <p>Cost of correcting any failings in procedures, systems or security</p> <p>Cost of normal computer system maintenance</p> <p>Deliberate act or failure to act</p> <p>Fines or penalties other than what is covered by the Fines and Penalties extension</p> <p>Infringement of any patent</p> <p>Wear and tear</p> <p>Your insolvency or bankruptcy</p>
Cyber – insured events	
<p>Cyber liability – claims made in any one period of insurance for damages, costs and expenses as a result of:</p> <ul style="list-style-type: none"> <li>• failure to secure or prevent unauthorised use or access to data</li> <li>• unintentionally transmitting a computer virus</li> <li>• the content of your website, emails or anything else distributed by your computer system damaging the reputation of others or infringing intellectual property rights</li> </ul>	

# Cyber

Cover	Significant exclusions and limits
<p>Data breach expense – if you failed to keep to your data privacy obligations, costs for:</p> <ul style="list-style-type: none"> <li>• hiring information-technology specialists to investigate the cause of the failure and advise you how to respond</li> <li>• informing customers and the data privacy regulator</li> <li>• credit file monitoring and identity theft assistance to customers or others who have been affected and provide a helpline to respond to queries where the failure relates to personal data (these services provided for up to 12 months)</li> <li>• public relations and crisis management expertise</li> </ul>	
<p>Computer system – cost of investigating and rectifying computer system damage and restoring data following loss or corruption of data, damage to websites, damage caused by viruses or hacking, including:</p> <ul style="list-style-type: none"> <li>• damage to a computer system of a provider under a contract to perform a service on your behalf</li> <li>• additional costs to prevent or reduce the disruption to your computer system</li> <li>• loss of income up to a 12 month period</li> </ul>	<p>Failure or interruption of any electrical power supply network or telecommunication network not owned and operated by you</p> <p>Value of the data to you</p>
<p>Cyber crime – financial loss as a result of fraudulent input or change of data in your computer system or to that of a provider under a contract to perform a service on your behalf leading to money being taken from your accounts or goods, services or property being transferred or credit taken out in your name, including costs:</p> <ul style="list-style-type: none"> <li>• of proving such transactions, contracts or agreements were entered into fraudulently</li> <li>• added to your telephone bill following hacking of your computer system</li> <li>• to respond to (including if we agree in writing, payment of a ransom demand) a threat of cyber extortion provided you can demonstrate that it is not a hoax and you have reported it to the Police</li> </ul>	<p>Any financial loss resulting from actual or alleged fraudulent use of credit or debit cards</p>

## Cyber extensions

Specified extension limits form part of, and are not in addition to, the section limits unless we tell you otherwise.

Cover	Significant exclusions and limits
Costs we agree for removing viruses from your computer system whether they have caused damage to your computer system or not and hiring professional consultants to advise you how to prevent viruses or hacking	£15,000 any one period of insurance
Costs to carry out a security audit of your computer system following a valid cyber data breach claim	£15,000 any one period of insurance
Investigation costs for the repair, replacement or restoration of damage to your computer equipment following a valid cyber event claim	£15,000 any one period of insurance
Costs we agree to prevent or reduce actual or expected damage to computer systems or loss of income	£15,000 any one period of insurance Costs greater than the amount of damage and loss of income
Costs of temporary repairs, fast-tracking a permanent repair, replacement or restoration if we have accepted a claim for damage to your computer system	£15,000 any one period of insurance
Extra staffing costs and auditors or accountants fees incurred by you to verify any claim	£15,000 any one period of insurance
Following a claim against you, resulting from your failure to keep to your data privacy obligations, we will pay: <ul style="list-style-type: none"> <li>• fines, penalties and</li> <li>• agreed damages you have to pay under a contract</li> </ul>	£15,000 any one period of insurance Any fines or penalties which you cannot insure against by law

### Special conditions for cyber

- These are aimed at reducing the risk of loss, damage or liability.
- We may refuse to pay part or all of your claim if you fail to keep to a special condition.
- See your policy wording for full details of the special conditions.

Special conditions	Summary of special conditions
Reporting a claim	What you must do in the event of a claim, or an incident that may give rise to a claim
Protecting data	You must have procedures in place for disposing of computers or files
Controlling defence	What we can do, and you must allow us to do, to defend a claim
Recoveries	What you must do, and we will do, if any money is recovered from a third party
Reasonable care	What you must do to maintain your equipment and protect data
Defence software	Protections you must have for your computer system
Data back-up	How often you must back-up and secure data
Right to survey	Allowing us to survey your premises

# Answers to some questions about the policy

## How long does the policy provide cover for?

The policy normally runs for 12 months. About four weeks before it ends, we will send a renewal notice telling you our terms for the next 12 months.

## What if you want to cancel the policy?

### a) If you are an individual person and you want any part of the insurance for purposes which are outside your trade, business or profession, the following cooling-off conditions apply.

- If at the start of cover or when you renew the policy, you change your mind and no longer need the cover, you have 14 days (cooling-off period) from either the date you received the policy wording and the schedule or the date the cover began (whichever is later) to write to us, or your insurance advisor, to say you want to cancel the policy. In these circumstances we will make a full refund of your premium.
- You may cancel the policy after the cooling-off period but the following conditions then apply.

### b) For all other insured people, companies or organisations and for an individual person cancelling outside the cooling-off period, the following conditions apply.

- We will refund the premium for the rest of the period of insurance, which we will adjust if you pay your premium by instalments. We will not give you a refund if it is less than £25.
- If you have made a claim in the current period of insurance, the full annual premium is due and we will not make a refund. If you pay the premium in instalments, you will have to pay any premium you owe for the rest of the period of insurance or we will take it from any claim payment due.

## Can Ansvar cancel the policy?

We also have the right to cancel the policy by giving 14 days' notice sent by special delivery to your last-known address. If we cancel the policy, we will refund the premium for the rest of the period of insurance.

## What is different about cover arranged on a 'claims made' basis?

Trustees' and directors' indemnity, fidelity guarantee, professional indemnity, libel and slander, misappropriation of money and cyber are all types of cover which insurers normally provide on a 'claims made' basis. This means we only provide cover for claims which are discovered and we are told about during a current period of insurance.

If you cancel the cover, you will no longer have protection for losses or actions before you cancelled. This can leave a possible gap in cover if you do not replace it with another insurer from the cancellation date. Ideally, before you cancel, you should get written agreement from anyone who will lose their protection of cover.

## What if you need to make a claim?

You can find detailed guidance on making a claim in the policy wording and on our website.

Our 24-hour claims number is 0345 606 0431.

Our address is Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR.

## What governing law and language apply?

Our policies are governed by English law unless your legally registered address is in Scotland, in which case Scottish law will apply.

We will communicate with you in English at all times.

# Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or by phone at any time as follows.

## For all complaints other than legal expenses complaints

### Ansvar Insurance

4th Floor, The Office, 1 Market Square,  
Circus Street, Brighton, BN2 9AS

Phone: **0345 60 20 999**

Email: **[ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk)**

## Our promise to you

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

To resolve your complaint we will:

- investigate your complaint thoroughly and impartially;
- keep you informed of the progress of the investigation; and
- respond in writing to your complaint as soon as possible.
- For more complicated issues, we may need a little longer to investigate and we may ask you for more information to help us reach a decision.

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

### Financial Ombudsman Service

Exchange Tower, London, E14 9SR

Phone: **0800 023 4567**

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

Website: **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website which has been set up by the European Commission.

Website: **<http://ec.europa.eu/consumers/odr/>**

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

## The Financial Services Compensation Scheme (FSCS)

The FSCS is an independent organisation set up by the Government. They give you your money back if an authorised financial services provider cannot pay you because they do not have enough money.

The FSCS can only pay compensation for customers of financial services firms authorised by the Prudential Regulation Authority or the Financial Conduct Authority.

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 their service.

The FSCS cannot help you if the firm you have done business with is still trading.

You can write to:

Financial Services Compensation Scheme

10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Visit the website: **[www.fscs.org.uk](http://www.fscs.org.uk)**

Phone FSCS helpline on **0207 741 4100** or **0800 678 1100**

Email: **[enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)**

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## Useful links

<http://www.actionfraud.police.uk/>

(The National Fraud & Cyber Crime Reporting Centre. Cyber crimes committed or attempted against you can be reported here. Also contains useful information on how to protect your organisation against fraud, scam emails and the like)

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

(Overview of the government's 'cyber essentials' scheme)

<https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/>

(About the General Data Protection Regulation (GDPR) affecting UK law from May 2018)

<https://www.iso.org/isoiec-27001-information-security.html>

(Website for the International Organisation for Standardization who developed ISO/IEC 27001:2013 referenced above)

<https://www.ncsc.gov.uk/guidance>

(Website for the National Cyber Security Centre, useful information on how to protect your organisation against common cyber threats)



**Insurance advisor**

PolicyBee Ltd  
14 Brightwell Barns  
Waldringfield Road  
Ipswich  
IP10 0BJ

Phone: 0345 222 5360

Email: [hello@policybee.co.uk](mailto:hello@policybee.co.uk)

Website: [www.policybee.co.uk](http://www.policybee.co.uk)

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**Ansvar Insurance**

4th Floor, The Office, 1 Market Square,  
Circus Street, Brighton, BN2 9AS

Phone: 0345 60 20 999

Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk)

[www.ansvar.co.uk](http://www.ansvar.co.uk)

Ansvar Insurance, is a business division of Ecclesiastical Insurance Office plc (EIO) Reg No 24869. EIO is registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom.

If you would like this booklet in large print, Braille, or 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 documents in another format.

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Ansvar is a trading name of Ecclesiastical Insurance Office who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Phone: 0800 111 6768

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**ansvar** 

Proudly part of the BENEFACT GROUP 

Below is a list of the full range of Ansvar insurance that we can offer you, those covers you already have are highlighted. If you're interested in any of the covers you don't currently have, please call us on 0345 222 5399 for a quote.

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**Public and products liability insurance** - *included in your policy*

Public and products liability insurance protects you against claims made by third parties for injuries or property damage.

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**Contents insurance** - *not included in your policy*

Contents insurance protects you when the business equipment at your insured premises are lost, damaged or stolen.

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**Stock insurance** - *not included in your policy*

Stock insurance protects you when the stock at your insured premises is lost, damaged or stolen.

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**All risks insurance** - *not included in your policy*

All risks insurance protects you when your business equipment is accidentally lost, damaged or stolen while away from your insured premises.

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**Money insurance** - *not included in your policy*

Money insurance protects you when your organisations' money is lost or stolen.

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**Business interruption insurance** - *not included in your policy*

Business interruption insurance protects you when you are unable to carry out some or all of your activities due to an unforeseen interruption, which results in a financial loss to you.

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**Computer breakdown insurance** - *not included in your policy*

Computer breakdown insurance protects you when the computer equipment at your insured premises suffers a breakdown.

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**Employers' liability insurance** - *included in your policy*

Employers' liability insurance protects you against claims made by any volunteers or your employees for illnesses and injuries they suffer at work. It's a legal requirement for any UK company with employees.

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**Professional indemnity insurance** - *not included in your policy*

Professional indemnity insurance protects you against claims made by dissatisfied clients. It covers both the legal costs involved in defending you and any compensation or awards you're liable to pay.

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**Trustees' and directors' indemnity insurance** - *not included in your policy*

Trustees' and directors' indemnity insurance protects the owners, directors and managers of your business against the risks associated with the decisions and actions they take while running it.

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**Personal accident insurance** - *not included in your policy*

Personal accident insurance provides either a lump sum or weekly benefits to help keep your business going if you or an employee are physically injured and can no longer work.

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**Legal expenses insurance** - *not included in your policy*

Legal expenses insurance covers the cost of defending your company's legal rights in cases of commercial complaints and disputes. Areas covered include tax, property and employment issues.

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**Cyber insurance** - *not included in your policy*

Cyber insurance protects you against losses arising from cyber or data incidents.



# Small Charity Connect Insurance Policy

**ansvar**<sup>o</sup>

## **Small Charity Connect**

is especially designed for the smaller or newly set-up registered and recognised charities, organisations holding charitable status, charitable incorporated organisations (CIO), community interest companies (CIC), voluntary, not-for-profit organisations and social enterprises, that do not undertake work or visits abroad.

# Small Charity Connect

Thank you for insuring with Ansvar and we welcome you as a policyholder. We have been trading in the UK for more than 50 years with our roots firmly established as a socially responsible general insurer. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Your policy wording, including the schedule is the evidence of the legal contract for this insurance. You should read the policy and check your details in the schedule carefully. The schedule is normally reissued each time there is a change in the policy details or in the policy cover. Please contact your insurance advisor or us immediately if the policy or the schedule does not meet your insurance needs or contains any mistakes.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure for full details.

Underwritten by Ecclesiastical Insurance Office plc

## Where to find what you are looking for

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# Making A Claim

ANY CLAIMS APART FROM GLASS OR LEGAL EXPENSES

Phone: 0345 606 0431 (our dedicated 24 hour claims number)

Email: [ansvar.claims@ansvar.co.uk](mailto:ansvar.claims@ansvar.co.uk)

Online: [www.ansvar.co.uk](http://www.ansvar.co.uk)

Write to: Claims Department, Ansva Insurance, 4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS

## GLASS

Phone Glassolutions: 0800 47 47 47

- Glassolutions provide a 24 hour, 365 days a year boarding up and replacement glazing service.
- In the event of glass breakage, contact Glassolutions by telephone as above.
- If you are insured for glass breakage, Glassolutions will issue separate invoices to:
  - you in respect of any policy excess and recoverable VAT
  - Ansva for the remaining cost.
- If the glass is not insured, you will be solely responsible for the entire cost of repairs.

## LEGAL EXPENSES

Phone DAS: 0117 934 0437 quoting reference TS5/6812409

Email: [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

Write to: Claims Department, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

- The insured person must inform DAS as soon as possible and within the time limits stipulated under the terms of the policy, giving full details in writing of the insured incident and providing such proofs, supporting evidence and other information as DAS may require.
- DAS will ask you about your legal issue and if necessary call you back at an agreed time to give you legal advice.
- If your issue needs to be dealt with as a claim under this policy, DAS will give you a claim reference number. At this point DAS will not be able to confirm that you are covered but will pass the information you have given to the relevant DAS claims handling team and explain what to do next.
- Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.
- Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do, we will not pay the costs involved.

## CONTENTS AND ALL RISKS

- After any loss or damage you must take all reasonable steps to prevent further loss or damage.
- If the damage is serious, we may decide to appoint an independent loss adjuster or investigator to deal with your claim, therefore you must contact our claims department immediately for further assistance.
- Claims for damage by riot and civil commotion must be reported to us and the police within 7 days in order to protect your, and our, rights of recovery against the police authorities.
- If possible, obtain competitive estimates for the repair and, if requested by us, submit with a completed claim form for our approval. Please send any requested claim form to us immediately should there be any delay in obtaining estimates.
- Once we have agreed an estimate, you can get the work done and send the final account to us for reimbursement (subject to any policy terms).
- A full specification of the damaged property is required together with substantiation, e.g. original purchase receipt, photographs of the article or payment receipts etc. Forward the requested information, with a completed claim form where requested, for our approval.
- Whenever appropriate we aim to provide replacements and we may use our preferred supplier.
- When necessary, you should arrange for emergency repairs to be carried out to prevent further damage.

## LIABILITY (CLAIM BEING MADE AGAINST YOU)

- If someone is making a claim against you please notify us immediately.
- Do not make any promise to pay.
- Send any letter or document to us unanswered.

## MONEY

- We require substantiation to support your claim and the loss needs to be reported to the police immediately on discovery.

## SALVAGE

- All salvage must be protected and retained for our inspection, unless we or the loss adjuster have instructed you to the contrary.

## THEFT, LOSS AND MALICIOUS DAMAGE

- Tell the police immediately if property is stolen or maliciously damaged and obtain a crime reference number. If a valuable item is lost, you should still contact the police in case your property has been handed in. You must take all reasonable steps to prevent any further loss.

## Helpline Services

DAS Legal Expenses Insurance Company Limited (DAS) will not accept responsibility if the Helpline Services fail for reasons DAS cannot control.

- DAS provide these services 24 hours a day, seven days a week during the period of insurance.
- All helplines apply to the United Kingdom unless otherwise stated.
- To help DAS check and improve their service standards, DAS record all calls, other than for the COUNSELLING service.
- Please do not phone DAS to report a general insurance claim.

Phone DAS: 0117 934 0437 quoting reference TS5/6812409

### EUROLAW COMMERCIAL LEGAL ADVICE

DAS will give the Insured confidential legal advice over the phone on any commercial legal problem affecting the Insured, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible they will arrange a call back at a suitable time.

DAS legal advisors provide advice on the laws of England and Wales 24 hours a day, seven days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer the Insured to a specialist advisor. This will include European law and certain areas of law for Scotland and Northern Ireland.

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

### TAX ADVICE

DAS will give the Insured confidential advice over the phone on any tax matters affecting the Insured under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call the insured back.

COUNSELLING (these calls are not recorded)

Phone DAS: 0345 850 8947

DAS will provide all employees (including any members of their immediate family who permanently live with them) of the Insured with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. The insured will be responsible for any costs arising from the use of these referral services.

### THE EMPLOYMENT MANUAL

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law.

To view it, please visit the DAS website at [www.das.co.uk](http://www.das.co.uk). From the Home Page click on the Employment Manual icon.

All the sections of this web-based document can be printed off for your own use.

Contact DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with your email address, quoting the reference and DAS will contact you by email to inform you of future updates to the information.

### PUBLIC RELATIONS (PR) CRISIS & MEDIA ASSISTANCE HELPLINE SERVICE

- A dedicated PR crisis helpline (24 hours a day, seven days a week during the period of insurance).
- Specific PR legal advice to complement cover under the Legal Expenses section if operative under your policy.

NOTE: DAS Legal Expenses Insurance Company Limited have confirmed that PR legal advice received prior to discussion with them will not invalidate any insured claim.

A PR crisis could be defined as:

“Any incident which has the potential to negatively challenge and affect the public or stakeholders confidence in an organisation and interfere with its ability to continue operating normally”.

Such incidents are likely to involve members of the public, clients or staff where a loss of life or a major threat to safety or the environment has occurred, or instances where there is an impact on general safety and/or travel arrangements.

Media types:

Broadcast - Television and radio

Online - Social media sites such as Twitter and Facebook

Print - National newspapers and regional press.

Phone: 0345 600 1861 quoting your policy number

NOTE: If you require more than helpline advice, then you will need to separately agree terms with the supplier and be responsible for any costs incurred.

## Data Protection Act

We hold data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services for this policy. Full details about how Ansvar hold and use your data can be found in our privacy policy available on our website [www.ansvar.co.uk](http://www.ansvar.co.uk)

## The Financial Services Compensation Scheme (FSCS)

The FSCS is the independent body, set up by government, which gives you your money back if your authorised financial services provider is unable to pay you because it has insufficient assets.

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.

You can write to:

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

Visit the website: [www.fscs.org.uk](http://www.fscs.org.uk)

Phone FSCS helpline: 0207 741 4100 or 0800 678 1100

## Fraud Prevention

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims.

For further information please refer to our privacy policy available on our website [www.ansvar.co.uk](http://www.ansvar.co.uk)

## Complaints Procedure

If you have any reason to complain about the advice or services you have received, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

Ansvar Insurance  
4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS

Phone Ansvar Insurance: 0345 60 20 999

Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk)

### OUR PROMISE TO YOU

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

If this is not possible:

- We will promptly acknowledge all complaints.
- All complaints will be investigated diligently and impartially within Ansvar.
- We will respond formally to your complaint as soon as possible.
- We will keep you informed of the progress of the investigation.
- If you are not satisfied with our response, or we have not completed our investigation after eight weeks, we will inform you of your right to take the complaint to:

Financial Ombudsman Service (FOS)  
Exchange Tower, London, E14 9SR

Phone FOS: 0800 023 4567 free if phoning from a 'fixed' line (for example a land line at home), or  
0300 123 9123

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

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

## Useful Addresses

<p>ANSVAR INSURANCE 4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS</p> <p><a href="http://www.ansvar.co.uk">www.ansvar.co.uk</a></p>	<p>ASSOCIATION OF BRITISH INSURERS Consumer Information Department 51 Gresham Street, London, EC2V 7HQ</p> <p><a href="http://www.abi.org.uk">www.abi.org.uk</a></p>	<p>DAS LEGAL EXPENSES INSURANCE CO. LTD DAS House, Quay Side Temple Back, Bristol, BS1 6NH</p> <p><a href="http://www.das.co.uk">www.das.co.uk</a></p>
<p>FINANCIAL OMBUDSMAN SERVICE Exchange Tower London, E14 9SR</p> <p><a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a></p>	<p>FINANCIAL CONDUCT AUTHORITY (To protect and enhance consumer confidence in the UK financial system)</p> <p>25 The North Colonnade Canary Wharf, London, E14 5HS</p> <p><a href="http://www.fca.org.uk/">www.fca.org.uk/</a></p>	<p>PRUDENTIAL REGULATION AUTHORITY (To promote safety and soundness of regulated firms and, in respect of insurers, secure the appropriate degree of protection for policyholders)</p> <p>Bank of England, Threadneedle Street, London, EC2R 8AH</p> <p><a href="http://www.bankofengland.co.uk/pr/">www.bankofengland.co.uk/pr/</a></p>
<p>FINANCIAL SERVICES COMPENSATION SCHEME 10th Floor, Beaufort House 15 St Botolph Street, London, EC3A 7QU</p> <p><a href="http://www.fscs.org.uk">www.fscs.org.uk</a></p>	<p>DAS LAW LTD North Quay, Temple Back, Bristol, BS1 6FL</p> <p><a href="http://www.daslaw.co.uk">www.daslaw.co.uk</a></p>	

# FORM No. F.A. 51 (1215)

## Small Charity Connect Policy Wording

This policy, its schedule, any endorsements and certificates are to be read together as one document. Words or phrases in **bold italics** have the particular meanings stated within the policy Definitions list.

**You** agree that the information provided to **us** for this insurance is, and will continue to be, a fair presentation of the risks **we** are accepting or may accept during the lifetime of the policy.

**We** will insure **you** as detailed in the policy's schedule, subject to the terms and conditions of the policy, during the **period of insurance** shown in the schedule, provided that **you** pay the premium and **we** accept the premium.

This policy (other than the Legal Expenses section) shall be governed by and construed in accordance with the law of England and Wales unless **your** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law.

**We** will communicate with **you** in English at all times.

The policy includes:

- a) general exclusions and conditions. These apply to each and every section of the policy unless stated otherwise. The following general conditions are of particular importance and explain about:
  - Cancellation – when **you** or **we** could cancel the policy
  - Misrepresentation – what happens if **you** misrepresent the risk to **us** or fail to disclose information
  - Fraud – the consequences of making a fraudulent **claim**
  - Alteration of risk – what **you** must do if the risk changes and the consequences if **you** fail to tell **us**.
- b) special requirements. These are aimed at reducing the risk of loss, **damage** or liability. **We** will not pay a **claim** (unless **we** say otherwise) if **your** failure to keep to a special requirement causes or increases a loss.

## Definitions

Some words or phrases used in the policy and its endorsements are in **bold italics** and have particular meanings that are stated below unless otherwise specified by endorsement. If they are not in **bold italics** then the normal everyday meaning will apply. These definitions apply equally where used in the singular or plural unless otherwise stated.

<b>abuse</b>	a) physical or psychological abuse, or b) the intentional inappropriate administration or non-administration of any drug, medicine or substance, or c) conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind, or d) repeated or continuing threatening, abusive or insulting words or behaviour
<b>appointed representative</b>	the <b>preferred law firm or tax consultancy</b> , law firm, accountant or other suitably qualified person who has been appointed to act for an <b>insured person</b> in accordance with the terms of the Legal Expenses section to this policy
<b>asbestos</b> or any derivatives of asbestos	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
<b>bodily injury</b>	death, illness, injury or disease
<b>buildings</b>	the buildings, or parts of the buildings, at the <b>premises</b> which are occupied by <b>you</b> for <b>your activities</b>
<b>charitable body</b>	a) applicable to the Trustees and Directors Indemnity section only the <b>charity</b> named as the person(s), church, company or organisation stated in the schedule as the <b>policyholder</b> and any of their wholly or majority owned subsidiary companies  b) applicable to all sections other than the Trustees and Directors Indemnity section the <b>charity</b> named as the person(s), church, company, or organisation stated in the schedule as the <b>policyholder</b>
<b>charity</b>	<ul style="list-style-type: none"><li>• a registered or recognised charity or organisation holding charitable status</li><li>• a volunteer organisation</li><li>• a not-for-profit company</li><li>• a company limited by guarantee</li><li>• a Charitable Incorporated Organisation (CIO)</li><li>• a Community Interest Company (CIC)</li><li>• a social enterprise</li></ul> the purposes and objectives for which are recognised as charitable in law and are for the public benefit

## Definitions

<b>claim</b>	applicable to all sections other than Legal Expenses <b>you</b> request to <b>us</b> for indemnity, reimbursement or benefit under the terms of this policy, provided that a claim includes a single loss or series of losses arising from one event consequent on or attributable to one source or original cause
<b>claim made</b>	<ul style="list-style-type: none"> <li>• any <b>claim</b> notified to <b>us</b>, or</li> <li>• any circumstances which may give rise to a <b>claim</b> that <b>you</b> discover and notify to <b>us</b> during the <b>period of insurance</b></li> </ul>
<b>computer equipment</b>	all computer equipment which is used for electronic processing, communication and storage of electronic data, including all ancillary equipment, environmental or voltage control systems, power supply and wiring
<b>Contents</b>	furniture, fixtures, fittings, tenants improvements, plant, machinery, appliances, <b>documents</b> , computers, electronic equipment, electronic data and all other contents, all used in connection with <b>your activities</b> and belonging to <b>you</b> or for which <b>you</b> are responsible
	<p>The following are not included as <b>contents</b>:</p> <ul style="list-style-type: none"> <li>a) landlords fixtures and fittings</li> <li>b) property more specifically insured</li> <li>c) clothing and personal effects</li> <li>d) <b>money</b>, credit or debit cards</li> <li>e) securities and financial instruments of any description whether negotiable or non-negotiable</li> <li>f) watercraft (unless non-mechanically propelled and under 9 metres in length), aircraft, hovercraft, motor vehicles (other than power assisted wheelchairs or domestic gardening equipment), horse boxes, trailers, trailer tents, caravans, or any of the parts or accessories that belong to any of them</li> <li>g) pets, livestock or other animals</li> <li>h) <b>stock</b></li> <li>i) any property owned by or the responsibility of individual <b>insured persons</b> in his/her/their own private capacity and not used in connection with <b>your activities</b>.</li> </ul>
	<p>SPECIAL NOTE (not forming part of the policy)</p> <p>1. Cover is provided for contents for which you are responsible. This cover does not provide for contents belonging to hirers, tenants or other occupiers of the premises who must arrange separate insurance in their own name if they require cover for their property.</p>
<b>costs and expenses</b>	<ul style="list-style-type: none"> <li>a) applicable to Legal Expenses only <ul style="list-style-type: none"> <li>i. all reasonable and necessary costs chargeable by the <b>appointed representative</b> and agreed by <b>DAS</b> in accordance with the <b>DAS Standard Terms of Appointment</b></li> <li>ii. the costs incurred by opponents in civil cases if the <b>insured person</b> has been ordered to pay them or the <b>insured person</b> pays them with the agreement of <b>DAS</b></li> </ul> </li> <li>b) applicable to all sections other than Legal Expenses <ul style="list-style-type: none"> <li>i. legal costs and expenses recoverable from <b>you</b> by any claimant</li> <li>ii. defence costs and expenses incurred with <b>our</b> written consent</li> </ul> </li> </ul>
<b>countries covered</b>	<p>applicable to Legal Expenses section only</p> <ul style="list-style-type: none"> <li>i. for <b>insured incidents</b> 1 Legal Defence (excluding 1.e)) and 5 Personal Injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey</li> <li>ii. for all other <b>insured incidents</b>: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands</li> </ul>
<b>damage/damaged</b>	physical loss, destruction or damage
<b>DAS</b>	DAS Legal Expenses Insurance Company Limited
<b>DAS Standard Terms of Appointment</b>	the terms and conditions (including the amount <b>we</b> will pay to an <b>appointed representative</b> ) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee)

## Definitions

<b>date of occurrence</b>	<p>the date of occurrence for:</p> <ul style="list-style-type: none"> <li>• civil cases (other than under <b>insured incident</b> - 6 Tax Protection), is the date of the event that leads to a claim. If there is more than one event arising at different times for the same originating cause the <b>date of occurrence</b> is the date of the first of these events</li> <li>• criminal cases, is when the <b>insured person</b> began or is alleged to have begun to break the law</li> <li>• <b>insured incident</b> 1.e) – Legal defence (Statutory Notice Appeals), is the date when the <b>insured person</b> is issued with the relevant notice and has the right to appeal</li> <li>• <b>insured incident</b> 6.a) – a tax enquiry, is the date when HM Revenue &amp; Customs or relevant authority, first notifies the <b>insured</b> of its intention to carry out an enquiry</li> <li>• <b>insured incident</b> 6.b) – a Charity Commission enquiry, is the date the <b>insured</b> receives notification from the Charity Commission that they are to conduct an investigation</li> <li>• <b>insured incident</b> 6.c) – an employer compliance dispute or <b>insured incident</b> 6.d) – a VAT dispute, is the date the dispute arises during the <b>period of insurance</b></li> </ul>
<b>defamation</b>	defamation, libel, slander and slander of title to goods
<b>denial of service attack</b>	any actions or instructions construed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks
<b>document(s)</b>	<p>a) applicable to the Trustees and Directors Indemnity section only: any printed, written or digitally produced deed, will, certificate, plan, book, letter, agreement or document of any type which relates to the <b>charitable body</b>, provided that the following are not included in this definition:</p> <ul style="list-style-type: none"> <li>- any bearer bond, coupon, bank or currency note or other negotiable instrument</li> </ul> <p>b) applicable to all sections other than Trustees and Directors Indemnity: documents, records, ledgers, books, manuscripts, plans and designs but not electronic data</p>
<b>employee</b>	<p>a) applicable to all sections any person:</p> <ul style="list-style-type: none"> <li>• under a contract of service or apprenticeship with <b>you</b></li> <li>• who is hired to, supplied to or borrowed by <b>you</b></li> <li>• engaged under a work experience or similar scheme</li> <li>• helping as an authorised volunteer</li> <li>• who is a <b>trustee or director of yours</b></li> </ul> <p>while under <b>your</b> direct control and supervision and working for <b>you</b> in connection with <b>your activities</b></p> <p>b) applicable to Public and Products Liability, Employers Liability and Professional Indemnity sections only as in a) above and any:</p> <ul style="list-style-type: none"> <li>• labour only sub-contractor or anyone employed by them</li> <li>• self-employed person</li> </ul> <p>while under <b>your</b> direct control and supervision and working for <b>you</b> in connection with <b>your activities</b></p>
<b>environmental defence costs</b>	legal costs and expenses reasonably incurred in obtaining advice and representation in the defence of any criminal proceedings which are initiated during the <b>period of insurance</b> in respect of any actual, alleged or threatened pollution, contamination or seepage of any kind
<b>excess</b>	the first amount of each and every agreed <b>claim</b> that <b>you</b> will be asked to pay
<b>extra expenses</b>	<p>expenditure necessarily and reasonably incurred by <b>you</b> in order to minimise the interruption or interference with <b>your activities</b>, including the cost of:</p> <ul style="list-style-type: none"> <li>• removal to and from temporary premises and fitting up for <b>your</b> use</li> <li>• the additional rent, rates and taxes for these temporary premises</li> <li>• salaries of additional <b>employees</b> and overtime payments</li> <li>• reproducing <b>documents</b> or electronic data not covered under the Contents section but not the value to <b>you</b> of the <b>documents</b> or electronic data nor the materials on which the information is held</li> </ul>
<b>fixed glass</b>	<p>fixed:</p> <ul style="list-style-type: none"> <li>• plain plate or sheet glass</li> <li>• glass other than above, including toughened, armoured, laminated, wired, curved, leaded, engraved, stained, or coloured glass</li> <li>• plain non-glass glazing materials in windows or protecting glass in windows</li> </ul>

## Definitions

<b>fraudulent or dishonest act</b>	any act or all acts of fraud or dishonesty committed by any <b>employee</b> or <b>employees</b> acting alone or in collusion with others, with the intention of making an improper personal financial gain, resulting in a financial loss to the <b>charitable body</b>
<b>hacking</b> retrieves data whether <b>your</b> property or not	unauthorised access to any computer or other equipment or component or system or item which processes stores or
<b>heave</b>	upward movement of the ground beneath <b>buildings</b> as a result of the soil expanding
<b>income</b>	the amount paid or payable to <b>you</b> for goods sold and delivered, collections, donations, gifts, grants or funding, fund-raising activities and for other services rendered in the course of <b>your activities</b> less the cost of any goods purchased
<b>indemnity period</b>	the period beginning with the <b>damage</b> or occurrence and ending not later than the expiry of the <b>maximum indemnity period</b> during which the results of <b>your activities</b> are affected because of the <b>damage</b> or occurrence
<b>insured incident</b>	as specified under WHAT IS COVERED within the Legal Expenses section
<b>insured person</b>	<p>a) the <b>insured</b> and the directors, trustees, partners, managers, officers and workers of the <b>insured</b></p> <p>b) the estates heirs, legal representatives or assigns of any person mentioned in a) above in the event of such person dying</p> <p>c) a person contracted to perform work for the <b>insured</b> who is in other respects insured by the <b>insured</b> on the same basis as the <b>insured's employees</b> and performs work under supervision and direction of the <b>insured</b></p>
<b>landslip</b>	downward movement of sloping ground
<b>maximum indemnity period</b>	the consecutive period of months shown in the schedule
<b>medical malpractice</b>	any actual or alleged negligent act, error or omission in rendering or failing to render medical professional treatment or services which results in <b>bodily injury</b>
<b>mobility equipment</b>	<b>your</b> manual and powered wheelchair(s) and scooter(s) as defined by, and used in accordance with, The Use of Invalid Carriages on Highways Regulations 1988
<b>money</b>	<ul style="list-style-type: none"> <li>• current coins and banknotes</li> <li>• unused current postage stamps, trading stamps, savings stamps, postal orders, money orders, luncheon, charity and consumer redemption vouchers, gift tokens and unused units of franking machines</li> <li>• cheques, travellers cheques, travel tickets, bankers drafts, credit card company sales vouchers or receipts</li> <li>• National Savings certificates, premium bonds</li> <li>• VAT purchase receipts</li> </ul> <p>all belonging to <b>you</b> or for which <b>you</b> are responsible in connection with <b>your activities</b></p>
<b>non-negotiable money</b>	crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, unused units of franking machines, National Savings certificates, premium bonds, credit card company sales vouchers or receipts and VAT purchase receipts, all belonging to <b>you</b> or for which <b>you</b> are responsible in connection with <b>your activities</b>
<b>offshore</b>	<ul style="list-style-type: none"> <li>• 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 from such offshore rig, platform or service or accommodation vessel</li> <li>• whilst on any offshore rig, platform or service or accommodation vessel</li> </ul>
<b>outstanding debit balances</b>	the amounts debited or invoiced to customers as set out in <b>your</b> records or accounts for <b>your activities</b> but not paid at the time of the <b>damage</b> , adjusted for bad debts and any abnormal trading conditions
<b>pastoral care</b>	the use of counselling skills to provide free, informal, unstructured care and ministry relating to a particular concern of an individual seeking the help of the church or organisation
<b>period of insurance</b>	the period shown on the schedule

## Definitions

<b>personal money</b>	current coins and banknotes, including foreign currency																																	
<b>preferred law firm or tax consultancy</b>	a law firm, barristers' chambers or tax expert <b>DAS</b> choose to provide legal or other services They are appointed according to the <b>DAS Standard Terms of Appointment</b>																																	
<b>premises</b>	the premises shown in the schedule as 'Location'																																	
<b>products</b>	goods (including their containers, packaging, labelling or instructions) no longer in <b>your</b> custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by <b>you</b> from or in the <b>territorial limits</b> in connection with <b>your activities</b>																																	
<b>professional indemnity wrongful act</b>	actual or alleged: <ul style="list-style-type: none"> <li>negligent act, negligent error or negligent omission committed or attempted by <b>you</b> or any <b>employee</b></li> <li>breach of professional duty owed by <b>you</b> to a third party</li> <li>dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission committed by an <b>employee</b></li> <li><b>defamation</b> made by <b>you</b></li> </ul> in the provision of a <b>professional service</b> in the conduct of <b>your activities</b> resulting in a civil liability																																	
<b>professional service</b>	the professional service(s) noted on the schedule provided to a third party by <b>you</b>																																	
<b>professional supplier</b>	any third party individual, company or organisation, other than <b>you</b> or <b>your employees</b> , that: <ul style="list-style-type: none"> <li>organises</li> <li>runs</li> <li>supervises</li> </ul> activities as a business, and provides such activities for <b>you</b> under contract with or without a fee being charged																																	
<b>reasonable prospects</b>	i. for civil cases, the prospects that the <b>insured person</b> will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that <b>DAS</b> has agreed to, including an enforcement of judgment) make a successful defence or make a successful appeal or defence of an appeal, must be at least 51% <b>DAS</b> or a <b>preferred law firm or tax consultancy</b> on <b>our</b> behalf will assess whether there are <b>reasonable prospects</b> ii. for criminal cases, the prospects of a successful outcome for appeals must be at least 51%																																	
<b>reinstatement</b>	the rebuilding, replacement or repair of property <b>damaged</b> to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition when new. Where appropriate, <b>reinstatement</b> may be carried out: <ul style="list-style-type: none"> <li>to <b>your</b> requirements</li> <li>upon another site</li> </ul> provided <b>our</b> liability is not increased																																	
<b>settlement</b>	downward movement as a result of the soil being compressed by the weight of <b>buildings</b> within 10 years of construction																																	
<b>specified disease</b>	one or more of the following: <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">acute encephalitis</td> <td style="width: 33%;">measles</td> <td style="width: 33%;">scarlet fever</td> </tr> <tr> <td>acute poliomyelitis</td> <td>meningitis</td> <td>smallpox</td> </tr> <tr> <td>anthrax</td> <td>meningococcal septicaemia (without meningitis)</td> <td>tetanus</td> </tr> <tr> <td>cholera</td> <td>mumps</td> <td>tuberculosis</td> </tr> <tr> <td>diphtheria</td> <td>ophthalmia neonatorum</td> <td>typhoid fever</td> </tr> <tr> <td>dysentery</td> <td>paratyphoid fever</td> <td>typhus fever</td> </tr> <tr> <td>legionellosis</td> <td>plague</td> <td>viral haemorrhagic fever</td> </tr> <tr> <td>legionnaires disease</td> <td>rabies</td> <td>viral hepatitis</td> </tr> <tr> <td>leprosy</td> <td>relapsing fever</td> <td>whooping cough</td> </tr> <tr> <td>leptospirosis</td> <td>rubella</td> <td>yellow fever</td> </tr> <tr> <td>malaria</td> <td></td> <td></td> </tr> </table>	acute encephalitis	measles	scarlet fever	acute poliomyelitis	meningitis	smallpox	anthrax	meningococcal septicaemia (without meningitis)	tetanus	cholera	mumps	tuberculosis	diphtheria	ophthalmia neonatorum	typhoid fever	dysentery	paratyphoid fever	typhus fever	legionellosis	plague	viral haemorrhagic fever	legionnaires disease	rabies	viral hepatitis	leprosy	relapsing fever	whooping cough	leptospirosis	rubella	yellow fever	malaria		
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leprosy	relapsing fever	whooping cough																																
leptospirosis	rubella	yellow fever																																
malaria																																		
<b>stock</b>	stock and materials in trade, including trade samples and promotional goods, owned by <b>you</b> or held in trust or on commission for which <b>you</b> are responsible and used in connection with <b>your activities</b>																																	
	The following is not included as <b>stock</b> : a) <b>money</b>																																	

## Definitions

<b>subsidence</b>	downward movement of the ground beneath <b>buildings</b> other than by <b>settlement</b>
<b>territorial limits</b>	applicable to all sections other than Legal Expenses England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
<b>terrorism</b> of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear	an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear
<b>trustee or director</b>	any natural person who was, is or becomes a (an): <ul style="list-style-type: none"> <li>• trustee</li> <li>• director</li> <li>• officer</li> <li>• governor</li> <li>• member of a committee of management</li> <li>• shadow or de facto director</li> <li>• <b>employee</b> acting in a managerial or supervisory capacity of the <b>charitable body</b></li> </ul>
<b>unoccupied</b>	unoccupied, untenanted, empty or disused
<b>virus or similar mechanism</b>	program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. Virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs
<b>we / us / our</b>	Ansvar Insurance – a business division of Ecclesiastical Insurance Office plc
<b>working hours</b> responsible for <b>money</b>	any time when the <b>buildings</b> are occupied for <b>your activities</b> by <b>you</b> or any partner, director or <b>employee</b>
<b>wrongful act</b>	any actual or alleged breach of trust, breach of duty, breach of warranty or authority, breach of statutory law, omission, neglect, error, misstatement, misleading statement, <b>defamation</b> , wrongful trading or any other act wrongfully committed or attempted by any <b>trustee or director</b> when carrying out his/her duties as a <b>trustee or director</b> of the <b>charitable body</b>
<b>you / your / insured policyholder</b>	the person(s), company or organisation (including a body of trustees or board of directors) named in the schedule as <b>you</b> / the policyholder
<b>your activities</b>	<b>your</b> activities: <ul style="list-style-type: none"> <li>• operated from within the <b>territorial limits</b>, and</li> <li>• undertaken with <b>your</b> full knowledge, authority and under <b>your</b> or an authorised <b>employee's</b> control, and</li> <li>• which have been declared to <b>us</b> and described in the policy schedule or otherwise accepted by <b>us</b> in writing, and: <ul style="list-style-type: none"> <li>- those listed as included within the 'Activities' endorsement forming part of the policy schedule</li> <li>- the repair or maintenance of any premises from which <b>you</b> operate</li> </ul> </li> </ul>
	The following are not included under <b>your activities</b> : a) any activity specifically excluded within the 'Activities' endorsement or elsewhere in the policy, unless declared to <b>us</b> and described in the policy schedule or otherwise accepted by <b>us</b> in writing

## Section 1 Public and Products Liability

### WHAT IS COVERED

**We** will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for accidental:

- a) **bodily injury** to any person
- b) **damage** to material property
- c) obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement

occurring during the **period of insurance** in connection with **your activities** and happening:

- within the **territorial limits**
- anywhere in the World (other than within the United States of America or Canada) and caused by **products**.

Within **costs and expenses**, **we** will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** written consent.

### WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule in respect of each **claim** for **damage** to material property.
2. Liability arising directly or indirectly from any:
  - a) activity excluded by the 'Activities' – endorsement in the schedule
  - b) error or omission in the provision of professional services
  - c) treatment of any kind (other than first aid)
  - d) **defamation**
  - e) **bodily injury** to any **employee** arising out of and in the course of **your activities**
  - f) **bodily injury**, or allegations of **bodily injury**, caused by **abuse**
  - g) **damage** to property:
    - i. or any part on which **you** or any **employee** is or has been working where the **damage** results from such work
    - ii. belonging to **you** or held in trust by **you** or borrowed, rented, leased or hired for use by **you** other than personal property (including vehicles and contents) of **your** visitors, partners, directors or **employees**
  - h) **offshore** activities
  - i) counselling, advice, design, formula or specification whether given for a fee or not
  - j) medical, surgical, dental, pharmaceutical or therapeutic **products**
  - k) **products** incorporated in any:
    - i. craft designed to travel through air or space
    - ii. watercraft which could affect its safety, navigation or propulsion
    - iii. mechanically propelled vehicles which could affect their safety
    - iv. gas, chemical, petrochemical or power generation plant
  - l) **damage** to, or the costs of recall, removal, replacement, alteration, repair or reinstatement of, any **products** or contract work executed by **you** which is caused by a defect or its unsuitability for its intended purpose
  - m) **products**:
    - i. exported to
    - ii. sold, supplied or worked upon by **you**, or by others for **you**, from within the United States of America or Canada
  - n) second-hand **products** (except as provided for in the Second-hand Goods extension to this section).
3. Liability arising directly or indirectly from:
  - a) ownership of any building (including its land and adjacent grounds) and repair and maintenance of such property
  - b) ownership or use by **you**, or by others for **you**, of any premises within the United States of America or Canada
  - c) ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this section, of any:
    - i. watercraft (other than non-mechanically propelled not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast) and craft designed to travel through air or space
    - ii. mechanically propelled vehicles for which compulsory motor insurance or security is required other than for loading and unloading unless cover is provided by any other policy
  - d) any legal action brought or commenced in any court of law outside of the **territorial limits**.
4. Liability arising from an agreement unless liability would have existed without the agreement.
5. The costs of remedying any defect or alleged defect in premises which **you** have disposed of.

Continued ...

## Section 1 Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>Continued ...</p> <ol style="list-style-type: none"> <li>6. Liability directly or indirectly caused by, resulting from or in connection with <b>terrorism</b> arising:               <ol style="list-style-type: none"> <li>a) at:                   <ol style="list-style-type: none"> <li>i. premises of 40 storeys or more</li> <li>ii. sports stadia, exhibitions, theatres, music venues or any events organised by <b>you</b>, where attendance may exceed 1,000 persons at any one time</li> </ol> </li> <li>b) out of any:                   <ol style="list-style-type: none"> <li>i. business as a food or beverage manufacturer</li> <li>ii. activities as, or for, a public or municipal authority</li> <li>iii. activities or <b>products</b> outside the <b>territorial limits</b>.</li> </ol> </li> </ol> </li> <li>7. Fines or penalties.</li> <li>8. Punitive, exemplary, aggravated or multiplied damages.</li> <li>9. Liquidated damages.</li> <li>10. Any compensation awarded by a court of criminal jurisdiction.</li> <li>11. Any <b>claim</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.</li> </ol>

## Special requirements for Public and Products Liability

**You** are required as a condition precedent to **our** liability:

### 1 USE OF BOUNCY CASTLES, OTHER LAND-BASED INFLATABLES OR TRAMPOLINES

- a) if **you** use any bouncy castle and/or any other land-based inflatable, to ensure that:
- it is supervised by responsible **employees** at all times when in use or inflated
  - when used outside a building, it is securely anchored to the ground at each anchor point
  - each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
  - soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable

and, in respect of any bouncy castle it is:

- not used by children under 2 years old
- restricted to use by age group (age groups 2 to 5, 6 to 12 and over 12 years must not be mixed).

- b) if **you** use any trampoline, to ensure that it is:

- supervised by responsible **employees** at all times when in use
- fitted with safety side netting to prevent falls from the trampoline
- not used by more than one person at a time.

### 2 CLEAN-UPS OR LITTER PICKS

to ensure that any person involved in clearing up litter or rubbish:

- wears boots or other stout footwear
- wears suitable gloves if handling any litter or rubbish
- is instructed not to clear up, move or touch any sharp objects, needles or syringes unless those persons:
  - a) are authorised adults who have received documented training in dealing with discarded needles or syringes, and
  - b) wear rubber/latex gloves and use graspers/tongs to pick up any needles or syringes (DO NOT USE HANDS), and
  - c) only use proprietary sharps bins/boxes to place any needles or syringes which are to be given to and emptied only by the local authority or contract clinical waste services.

### 3 SECOND-HAND GOODS (PRODUCTS LIABILITY)

under the Second-Hand Goods extension of this section, before the **products** leave **your** custody or control, to:

- have any electrical appliance (other than a battery operated appliance) inspected and tested by a suitably qualified person (the minimum qualification required is inspection and testing certification for portable appliances, such as City & Guilds – Electrical Equipment Maintenance and Testing 2377 or its equivalent)
- ensure that each item of furniture or furnishings supplied free of charge is fit for purpose
- ensure that any other **products** are compliant with any current safety legislation or regulations
- retain all required records under such legislation or regulations for the required period provided this period is not less than 3 years.

## Special requirements for Public and Products Liability

**You** are required as a condition precedent to **our** liability:

### 4 FACE PAINTING AND HENNA TATTOOS

if **you** apply any face paints or henna tattoos, to ensure that they are not applied to any person:

- under three years old
- who has open cuts or sores on their face
- who has a cold sore or conjunctivitis or any other known infectious skin condition

and in addition **you** must:

- carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like
- clean any equipment before each application
- only use professional face paints and henna tattoos that comply with current safety legislation or regulations.

### 5 INSURANCE CHECKS FOR PROFESSIONAL SUPPLIERS OF ACTIVITIES

under the 'Activities' endorsement – Professional Suppliers Contingency Extension to this section, to have either:

- made a check of the public liability insurance held by the **professional supplier** of that activity to ensure that appropriate cover would be in force for the contracted activity

or

- reasonable grounds to believe that:
  - a) the **professional supplier** is required to be licensed to operate by the local authority or other appropriate regulatory body, and
  - b) public liability insurance is required to be held for the contracted activity by the **professional supplier** in compliance of such licence to operate.

### 6 LOANED OR HIRED OUT MOBILITY EQUIPMENT

to ensure, before any **mobility equipment** is:

- loaned, or
- hired out

by **you** that:

- it is checked and inspected by authorised **employee(s)**
- if it is damaged or faulty, it is immediately withdrawn from stock and not loaned or hired out by **you** until repaired by authorised **employee(s)** or a professional repairer
- a written record is kept of each check, service, repair and hiring
- if it is non-repairable, or uneconomic to repair, it is immediately and safely disposed of.

### 7 LIBEL AND SLANDER

under the Libel and Slander extension to this section:

- unless a Queen's counsel or similar authority (to be mutually agreed on by **you** and **us**) advises that any proceedings can be contested with a probability of success, to tender such apologies and offer such amends as the Counsel or Authority advises
- upon a Queen's counsel or similar authority's advice, to agree to the withdrawal of the offending matter or to the publication of any amendment or alteration necessary to secure the withdrawal of the **claim made** or objection.

### 8 CORPORATE MANSLAUGHTER

under the Corporate Manslaughter extension to this section to ensure that **you**:

- obtain **our** written consent prior to the appointment of any solicitor or counsel to act for **you**
- notify **us** immediately about any summons or other process served upon **you** which may give rise to a **claim** under this extension
- do not commence an appeal without **our** written consent and such consent will only be given if counsel has advised that it is more likely for an appeal to be successful than not.

# Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS AND MEMBER TO MEMBER) At <b>your</b> request <b>we</b> will pay all amounts which the following people or organisations become legally liable to pay as damages and <b>costs and expenses</b> for a claim against them:</p> <ul style="list-style-type: none"> <li>• any partner, director or <b>employee</b></li> <li>• any member</li> <li>• any officer or member of <b>your</b> canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services</li> <li>• any partner or director of <b>yours</b> in respect of private work carried out by any <b>employee</b></li> <li>• any principal, being any person, local or public authority, company or firm, with whom <b>you</b> have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by <b>you</b></li> </ul> <p>provided:</p> <ul style="list-style-type: none"> <li>• <b>you</b> would have been entitled to cover under this section if the claim had been made against <b>you</b></li> <li>• such parties keep to the terms of this policy insofar as they can apply</li> <li>• in the event of any one individual member claiming against another member or <b>you</b>, <b>we</b> will agree not to raise the defence that the claiming member is also the <b>insured</b>.</li> </ul>	
<p>2 CROSS LIABILITIES If more than one party is named in the schedule as the <b>policyholder</b>, <b>we</b> will deal with any <b>claim</b> as though a separate policy had been issued to each of them.</p>	
<p>3 HIRED OR RENTED PREMISES Where <b>you</b> are legally liable to pay for <b>damage</b> to property at premises borrowed, rented, leased or hired for use by <b>you</b> for <b>your activities</b>, the cover provided under this section extends to include <b>your</b> legal liability for such <b>damage</b>.</p>	<ol style="list-style-type: none"> <li>1. £250 <b>excess</b> other than for <b>claims</b> caused by fire or explosion.</li> <li>2. Liability:             <ol style="list-style-type: none"> <li>a) arising from an agreement unless liability would have existed without the agreement</li> <li>b) otherwise excluded under this section apart from property borrowed, rented, leased or hired for use by <b>you</b></li> <li>c) where <b>you</b> are required to insure, or pay for the insurance of, the property <b>damaged</b>.</li> </ol> </li> </ol>
<p>4 CONTINGENT MOTOR LIABILITY <b>We</b> will pay all amounts which <b>you</b> alone become legally liable to pay as damages and <b>costs and expenses</b> for accidental:</p> <ol style="list-style-type: none"> <li>a) <b>bodily injury</b> to any person</li> <li>b) <b>damage</b> to material property</li> </ol> <p>arising out of the use by any <b>employee</b> of any motor vehicle in connection with <b>your activities</b> and occurring during the <b>period of insurance</b>.</p>	<ol style="list-style-type: none"> <li>1. Liability arising from:             <ol style="list-style-type: none"> <li>a) <b>damage</b> to any such vehicle or its contents</li> <li>b) any vehicle owned or provided by <b>you</b></li> <li>c) any vehicle driven by <b>you</b> (being an individual insured person such as a sole trader or partner)</li> <li>d) any vehicle driven by a person who to <b>your</b> knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified for holding or obtaining such a licence</li> <li>e) participation in racing, pace making, reliability trials or speed testing.</li> </ol> </li> <li>2. Liability:             <ol style="list-style-type: none"> <li>a) to the drivers or owners of such motor vehicles</li> <li>b) arising outside the <b>territorial limits</b></li> <li>c) covered by any other policy.</li> </ol> </li> <li>3. Fines or penalties.</li> <li>4. Punitive, exemplary, aggravated or multiplied damages.</li> <li>5. Liquidated damages.</li> </ol>
<p>5 COURT ATTENDANCE EXPENSES <b>We</b> will pay £250 per day if <b>you</b>, or any partner, director or <b>employee</b>, are required to attend court as a witness at <b>our</b> request in connection with a <b>claim</b> for which insurance is provided under this section.</p>	

# Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>6 WRONGFUL ARREST</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay as damages and <b>costs and expenses</b> for any charge of:</p> <ul style="list-style-type: none"> <li>wrongful arrest</li> <li>malicious prosecution</li> <li>false imprisonment</li> <li><b>defamation</b> of or assault on any person made against <b>you</b> in respect of any allegation of theft or other improper conduct occurring during the <b>period of insurance</b> in connection with <b>your activities</b> and happening in the <b>territorial limits</b>.</li> </ul> <p>The most <b>we</b> will pay is £25,000 for all <b>claims</b> in any one <b>period of insurance</b>.</p>	<ol style="list-style-type: none"> <li>Claims by any <b>employee</b>.</li> <li>Liability for:             <ol style="list-style-type: none"> <li>fines, penalties or punitive, exemplary, aggravated or multiplied damages</li> <li>liquidated damages.</li> </ol> </li> </ol>
<p>7 SECOND-HAND GOODS (PRODUCTS LIABILITY)</p> <p>Subject to the terms and exclusions for <b>products</b> cover, <b>we</b> will pay all amounts which <b>you</b> become legally liable to pay as damages and <b>costs and expenses</b> for liability arising from second-hand <b>products</b>.</p>	<ol style="list-style-type: none"> <li>Liability arising from the following second-hand <b>products</b>:             <ol style="list-style-type: none"> <li>upholstered furniture or bedding that does not meet the standards under statutory safety legislation other than upholstered furniture or bedding supplied free of charge to the poor and needy</li> <li>gas appliances of any description</li> <li>any appliance containing or using flammable liquids.</li> </ol> </li> <li>Any <b>claim</b> when <b>you</b> have failed to comply with the special requirement for this extension and such failure caused or worsened the liability.</li> </ol>
<p>8 DATA PROTECTION ACT</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay as damages and <b>costs and expenses</b> for damage or distress as described in Section 13 of the Data Protection Act 1998.</p> <p>This indemnity is subject to <b>you</b> being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that <b>you</b> have taken all reasonable care to comply with its requirements.</p> <p>The most <b>we</b> will pay is £500,000 for any <b>claim</b> including <b>costs and expenses</b>.</p>	<ol style="list-style-type: none"> <li>Fines or penalties.</li> <li>Punitive, exemplary, aggravated or multiplied damages.</li> <li>Liquidated damages.</li> <li>Costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.</li> <li>Liability arising from or caused by a deliberate or intentional act by, or omission of, any person entitled to indemnity.</li> <li><b>Claims</b> arising out of circumstances which have been notified to previous insurers or which were known to <b>you</b> at the inception of this extension.</li> <li>Legal liability where indemnity is provided by any other insurance.</li> </ol>
<p>9 LIBEL AND SLANDER</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay as damages and <b>costs and expenses</b> in respect of any <b>claim made</b> for alleged <b>defamation</b> by <b>you</b>, or on <b>your</b> behalf, in connection with <b>your activities</b>.</p> <p>All <b>claims made</b> arising from a single <b>defamation</b> will be deemed to have been made during the period in which the first <b>claim made</b> was accepted by <b>us</b>.</p> <p>The most <b>we</b> will pay for all <b>claims made</b>, including <b>costs and expenses</b>, in any one <b>period of insurance</b> is:</p> <ul style="list-style-type: none"> <li>in respect of <b>defamation</b> arising from material or statements made in electronic format of any kind, 20% of</li> <li>in total</li> </ul> <p>the indemnity limit for Libel and Slander shown in the schedule.</p>	<ol style="list-style-type: none"> <li>£250 <b>excess</b>.</li> <li>Liability arising from:             <ol style="list-style-type: none"> <li>criminal or intentional <b>defamation</b>, or where <b>you</b> ought to have known such statements were defamatory</li> <li>any legal action brought against <b>you</b>:                 <ol style="list-style-type: none"> <li>in any court of law outside the <b>territorial limits</b></li> <li>by any claimant living outside the <b>territorial limits</b></li> </ol> </li> <li>the consequence of any circumstances known to <b>you</b> at the commencement of this cover which may give rise to a <b>claim made</b></li> <li>any unauthorised or malicious access, alteration or intrusion to computer systems</li> <li>any event or circumstances which result in a claim against any <b>trustee or director</b> by another <b>trustee or director</b> or by the <b>charitable body</b> or by any other person or entity with a financial, managerial or executive interest in the <b>charitable body</b></li> <li>printers' errors (other than by <b>you</b>)</li> <li>malicious falsehood or injurious falsehood.</li> </ol> </li> <li>Liability:             <ol style="list-style-type: none"> <li>for fines, penalties or punitive, exemplary, aggravated or multiplied damages</li> <li>for liquidated damages</li> <li>covered by any other policy or elsewhere in this policy</li> <li>where the date of the cause of action first accruing is prior to the original inception date of this extension.</li> </ol> </li> <li>Any <b>claim made</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirements.</li> </ol>

# Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>10 CORPORATE MANSLAUGHTER</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay overall for <b>costs and expenses</b> incurred with <b>our</b> prior written consent in:</p> <ul style="list-style-type: none"> <li>the defence of any criminal proceedings, or</li> <li>an appeal against conviction which arises from criminal proceedings</li> </ul> <p>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 <b>period of insurance</b> in the course of <b>your activities</b>.</p> <p>The most <b>we</b> will pay for all <b>claims</b> under this extension is £500,000 in any one <b>period of insurance</b>.</p> <p>If this cover is also operative under:</p> <ul style="list-style-type: none"> <li>the Employers Liability section to this policy, the separate extension limits are replaced by one aggregate limit of £1,000,000 for all <b>claims</b> under this policy in any one <b>period of insurance</b></li> <li>other policies issued by <b>us</b> to <b>you</b>, the most <b>we</b> will pay for all <b>claims</b> relating the same prosecution in total for all policies, including this policy, is £1,000,000.</li> </ul>	<ol style="list-style-type: none"> <li>Fines or penalties of any kind.</li> <li>Costs of any remedial or publicity orders, or steps to be taken by such orders.</li> <li>Proceedings consequent upon any deliberate act or omission by <b>you</b> or <b>your</b> managerial <b>employees</b> 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.</li> <li><b>Costs and expenses:</b> <ol style="list-style-type: none"> <li>where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover</li> <li>where indemnity is otherwise provided by any other policy, insurer or from any other source.</li> </ol> </li> <li><b>We</b> will not pay any <b>claim</b> when <b>you</b> have failed to comply with the special requirements for this extension and such failure caused or worsened the liability.</li> </ol>
<p>11 HEALTH AND SAFETY AT WORK</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay for <b>costs and expenses</b> in:</p> <ul style="list-style-type: none"> <li>the defence of any criminal proceedings</li> <li>an appeal against conviction arising from such proceedings brought in respect of an offence under:</li> <li>the Health and Safety at Work etc. Act 1974</li> <li>the Health and Safety at Work (Northern Ireland) Order 1978 provided that the proceedings relate to an offence committed or alleged to have been committed during the <b>period of insurance</b> within the <b>territorial limits</b> and in the course of <b>your activities</b>.</li> </ul> <p>The most <b>we</b> will pay is £500,000 for any <b>claim</b>, but if a <b>claim</b> is also made under the HEALTH AND SAFETY AT WORK extension for the Employers Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.</p>	<ol style="list-style-type: none"> <li>Fines or penalties of any kind.</li> <li>Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> <li><b>you</b>, or <b>your</b> directors or partners</li> <li>any <b>employee</b> responsible for compliance with the legislation.</li> </ol> </li> <li>Proceedings related to the health, safety or welfare of <b>employees</b>.</li> <li>Legal costs and expenses covered elsewhere in this policy or by any other policy.</li> <li>Liability for <b>bodily injury</b> or <b>damage</b> to property.</li> </ol>
<p>12 CONSUMER PROTECTION AND FOOD SAFETY</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay for <b>costs and expenses</b> in:</p> <ul style="list-style-type: none"> <li>the defence of any criminal proceedings</li> <li>an appeal against conviction arising from such proceedings brought in respect of a breach of: <ol style="list-style-type: none"> <li>Part II of the Consumer Protection Act 1987</li> <li>the Food Safety Act 1990</li> </ol> </li> </ul> <p>provided that the proceedings relate to an offence alleged to have been committed during the <b>period of insurance</b> and in the course of <b>your activities</b> and are brought within the <b>territorial limits</b>.</p> <p>The most <b>we</b> will pay for any <b>claim</b> in respect of the:</p> <ul style="list-style-type: none"> <li>Consumer Protection Act is £500,000</li> <li>Food Safety Act is £500,000.</li> </ul>	<ol style="list-style-type: none"> <li>Fines or penalties of any kind.</li> <li>Proceedings consequent upon any deliberate act or omission by <b>you</b>, any director, partner or any <b>employee</b> responsible for compliance with the legislation.</li> <li>Legal costs, expenses, reimbursements or charges: <ol style="list-style-type: none"> <li>covered elsewhere in this policy or by any other policy</li> <li>arising from an order made under Section 9 of the Food Safety Act</li> <li>resulting from any regulation under Section 45 of the Food Safety Act.</li> </ol> </li> <li>Liability for <b>bodily injury</b> or <b>damage</b> to property.</li> </ol>

## Claims settlement for Public and Products Liability

### LIMITS

The most **we** will pay, including **costs and expenses**:

- a) for:
- any **claim** (and all **claims** happening during any **period of insurance** caused by **products**) which is directly or indirectly caused by or results from or is in connection with **terrorism** (if **we** allege that the **bodily injury** or **damage** has resulted from **terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to **terrorism** is £5,000,000 or, if lower
  - all **claims** in any one **period of insurance**:
    - caused by **products**
    - arising from pollution or contamination
  - any **claim** for liability other than relating to **terrorism, products**, pollution or contamination
  - any **claim** under the Cross Liabilities extension in total to all parties
  - any **claim** or **claim made** under an extension to this section where a specific extension limit does not apply

is the indemnity limit shown in the schedule

- b) under any extension to this section, is the specific limit stated in the extension, which forms part of and is not in addition to the indemnity limit shown in the schedule.

## Section 2 Contents

WHAT IS COVERED		WHAT IS NOT COVERED
<p><b>We</b> will pay for <b>damage</b> to <b>contents</b>, and <b>stock</b> while contained in the <b>buildings</b> caused by any of the following events, including any optional event which is shown as operative in the schedule, unless otherwise stated by endorsement.</p>		<ol style="list-style-type: none"> <li>The events and extensions to this section do not cover the amount of <b>excess</b> shown in the schedule unless otherwise stated.</li> <li><b>Damage</b> 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.</li> <li>Consequential loss of any kind.</li> <li>Any <b>claim</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.</li> </ol>
EVENTS		
1	Fire, subterranean fire, explosion, lightning or earthquake.	<ol style="list-style-type: none"> <li>Fire <b>damage</b> to property occasioned by or happening through: <ol style="list-style-type: none"> <li>its own spontaneous fermentation or heating</li> <li>its undergoing any process involving the application of heat</li> <li>riot or civil commotion.</li> </ol> </li> <li>Explosion <b>damage</b>: <ol style="list-style-type: none"> <li>consisting of the bursting of a boiler (other than a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus, belonging to <b>you</b> or under <b>your</b> control, in which internal pressure is due to steam only</li> <li>in respect of, and originating in, any vessel, machine or apparatus, or its contents, belonging to <b>you</b> or under <b>your</b> control, which is required to be examined to comply with any statutory regulations, unless such vessel, machine or apparatus shall be the subject of a policy or other contract providing the required inspection service.</li> </ol> </li> </ol>
2	Smoke.	<b>Damage</b> by any gradually operating cause.
3	Aircraft or other aerial devices or articles dropped from them.	
4	Theft or attempted theft: <ol style="list-style-type: none"> <li>involving entry to or exit from the <b>buildings</b> by forcible and violent means</li> <li>following assault, violence or threat of violence to <b>you</b>, <b>your</b> family, <b>employees</b> or members.</li> </ol>	<b>Damage</b> : <ol style="list-style-type: none"> <li>where <b>you</b>, any of <b>your</b> directors, partners or <b>employees</b>, or any family member is involved as principal or accessory</li> <li>occurring while the <b>buildings</b> are <b>unoccupied</b></li> <li>arising from the deliberate erasure, loss, distortion or corruption of electronic data.</li> </ol>
5	Impact by any road vehicle or train, or any goods falling from them, or animal.	<b>Damage</b> caused by domestic pets.
6	Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.	<b>Damage</b> resulting from stoppage of work.
7	Malicious people or vandals.	<b>Damage</b> : <ol style="list-style-type: none"> <li>occurring while the <b>buildings</b> are <b>unoccupied</b></li> <li>caused by theft or attempted theft</li> <li>caused by fire or explosion</li> <li>to property in unlocked outbuildings at the <b>premises</b></li> <li>arising from the deliberate erasure, loss, distortion or corruption of electronic data.</li> </ol>
8	Storm or flood.	<ol style="list-style-type: none"> <li><b>Damage</b>: <ol style="list-style-type: none"> <li>caused by frost</li> <li>caused by <b>subsidence, heave</b> or <b>landslip</b></li> <li>caused by storm while the <b>buildings</b> are <b>unoccupied</b></li> <li>due solely to change in water table level</li> <li>to property in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor</li> <li>as defined within event 9 (escape of water).</li> </ol> </li> <li>£500 <b>excess</b> for <b>damage</b> to property in any cellar or basement used other than for storage purposes only.</li> </ol>

## Section 2 Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>9 Escape of water from any tank, apparatus, pipe or automatic sprinkler installation.</p> <p><b>We</b> will also pay for the unit cost at the current rate per cubic metre of water lost as a direct result of such escape. The most <b>we</b> will pay for loss of metered water is £1,000 for any <b>claim</b>.</p>	<ol style="list-style-type: none"> <li>1. <b>Damage:</b> <ol style="list-style-type: none"> <li>a) occurring while the <b>buildings</b> are <b>unoccupied</b></li> <li>b) to property in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor.</li> </ol> </li> <li>2. £500 <b>excess</b> for <b>damage</b> to property in any cellar or basement used other than for storage purposes only.</li> </ol>
<p>10 Escape of fuel oil from any fixed oil-fired heating installation.</p> <p><b>We</b> will also pay for loss of oil:</p> <ol style="list-style-type: none"> <li>i. as a direct result of such escape</li> <li>ii. by theft from any storage tank, or connected pipework, for such oil at the <b>premises</b>.</li> </ol> <p>The most <b>we</b> will pay for loss of oil is £1,000 for any <b>claim</b>.</p>	<p><b>Damage</b> occurring while the <b>buildings</b> are <b>unoccupied</b>.</p>
<p>11 Falling radio or television aerials, satellite dishes, fittings or masts including <b>damage</b> to any of them.</p>	
<p>12 Falling trees, branches, lamp posts, telegraph poles, pylons or wind turbines.</p>	
<p>13 Accidental <b>damage</b>.</p>	<ol style="list-style-type: none"> <li>1. <b>Damage:</b> <ol style="list-style-type: none"> <li>a) which is specifically included or excluded elsewhere under this section or by endorsement</li> <li>b) occurring while the <b>buildings</b> are <b>unoccupied</b>.</li> </ol> </li> <li>2. <b>Damage</b> caused by or consisting of:             <ol style="list-style-type: none"> <li>a) faulty workmanship, defective design or the use of defective materials</li> <li>b) inherent vice or latent defect</li> <li>c) wear and tear, depreciation or gradually operating cause</li> <li>d) the deliberate erasure, loss, distortion or corruption of electronic data</li> <li>e) fungus, mildew or rot</li> <li>f) unexplained disappearance, inventory shortage or shortage due to error or omission.</li> </ol> </li> <li>3. <b>Damage</b> caused by:             <ol style="list-style-type: none"> <li>a) action of light, atmospheric or climatic conditions</li> <li>b) moths, vermin, insects, parasites or woodworm</li> <li>c) use contrary to the manufacturer's instructions</li> <li>d) domestic pets</li> <li>e) <b>subsidence, heave, landslip</b> or <b>settlement</b></li> <li>f) any process of cleaning, dyeing, altering, repairing, renovating or restoring</li> <li>g) a rise or fall in temperature.</li> </ol> </li> <li>4. <b>Damage</b> consisting of:             <ol style="list-style-type: none"> <li>a) marring or scratching</li> <li>b) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.</li> </ol> </li> </ol>

## Special requirements for Contents

**You** are required as a condition precedent to **our** liability:

### 1 COOKING EQUIPMENT

for **damage** by fire or smoke, to ensure that any fixed cooking equipment (including but not restricted to fixed deep frying equipment) designed to utilise fixed ducting extraction by the manufacturer, or where such extraction is required by any authority:

- be securely fixed and isolated from combustible materials
- have all grease traps and filters cleaned at least once every month
- have all flues and extraction ducts cleaned at least annually
- have thermostatic temperature control or cut-out devices fitted and maintained in efficient working order.

Furthermore, fire extinguishing appliances suitable for extinguishing oil or fat fires must be permanently kept in the cooking area and be maintained in accordance with manufacturers' instructions.

### 2 WASTE MATERIALS

for **damage** by fire, explosion or smoke, to ensure that, where **you** operate any recycling, woodworking or engineering workshops at the **premises**, any:

- combustible waste materials are cleared away at the end of each working day and placed in metal containers
- oily or greasy wipes or rags are placed in closed metal containers when not in use.

# Extensions for Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 GLASS AND SANITARY FITTINGS</p> <p><b>We</b> will pay for breakage of:</p> <ul style="list-style-type: none"> <li>• <b>fixed glass</b></li> <li>• sanitary fittings</li> <li>• lamps or signs</li> <li>• glass in furniture, showcases, shelves, tops and mirrors</li> </ul> <p>in the portion of the <b>premises</b> for which <b>you</b> are responsible including:</p> <ol style="list-style-type: none"> <li>a) the cost of necessary boarding up pending the replacement of any <b>fixed glass</b> which is the subject of a valid <b>claim</b> under this extension</li> <li>b) the repair of frames or framework caused by such breakage</li> <li>c) <b>damage</b> to property covered by this section caused by such breakage</li> <li>d) the cost of replacing any lettering, ornamentation or intruder alarm foil.</li> </ol> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	<p>Breakage:</p> <ol style="list-style-type: none"> <li>a) caused by repairs or alterations to the <b>buildings</b></li> <li>b) while the <b>buildings</b> are <b>unoccupied</b></li> <li>c) of property which was in any way defective at the time cover was effected</li> <li>d) of glass forming part of <b>stock</b></li> <li>e) of bulbs or tubes in lamps or signs when there is no other damage to the lamp or sign</li> <li>f) covered elsewhere in this or any other policy.</li> </ol>
<p>2 THEFT DAMAGE TO BUILDINGS</p> <p><b>We</b> will pay for damage to the <b>buildings</b> arising out of theft, or attempted theft involving forcible and violent means to enter or leave the <b>buildings</b> provided <b>you</b> are legally responsible for making good such damage.</p> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	<ol style="list-style-type: none"> <li>1. <b>Damage:</b> <ol style="list-style-type: none"> <li>a) occurring while the <b>buildings</b> are <b>unoccupied</b></li> <li>b) caused by fire or explosion.</li> </ol> </li> <li>2. Loss by theft, or attempted theft, of any part of the <b>buildings</b>.</li> </ol>
<p>3 THEFT OF KEYS</p> <p><b>We</b> will pay for the:</p> <ol style="list-style-type: none"> <li>a) cost of replacement locks and keys if the keys to the <b>buildings</b>, safes or strongrooms are stolen:             <ol style="list-style-type: none"> <li>i. from the buildings or home of a director, partner, authorised <b>employee</b> or member</li> <li>ii. following assault, violence or threat of violence</li> </ol> </li> <li>b) reasonable costs incurred in gaining access to the <b>buildings</b> following theft of keys as covered under a) above.</li> </ol> <p>The most <b>we</b> will pay is £1,000 for all <b>claims</b> in any one period of insurance.</p>	<ol style="list-style-type: none"> <li>1. £50 <b>excess</b>.</li> <li>2. The cost of changing locks to safes or strongrooms where the keys:             <ol style="list-style-type: none"> <li>a) have been stolen from an unattended room in the <b>buildings</b> during <b>working hours</b> unless the keys were in a locked receptacle at the time of the theft</li> <li>b) were left in the <b>buildings</b> outside <b>working hours</b>.</li> </ol> </li> </ol>
<p>4 PROPERTY OF EMPLOYEES, MEMBERS AND VISITORS</p> <p><b>We</b> will pay for <b>damage</b> caused by any operative event to clothing, <b>personal money</b> and other personal effects belonging to:</p> <ul style="list-style-type: none"> <li>• visitors while in the <b>buildings</b> and for which <b>you</b> have accepted responsibility</li> <li>• directors, partners, <b>employees</b> and members while in any building or in transit in the <b>territorial limits</b> in connection with <b>your activities</b>.</li> </ul> <p>The most <b>we</b> will pay for any <b>claim</b> for any one person is:</p> <ul style="list-style-type: none"> <li>• £100 for <b>personal money</b></li> <li>• £500 for any one item</li> <li>• £1,000 in total.</li> </ul>	<ol style="list-style-type: none"> <li>1. £50 <b>excess</b>.</li> <li>2. <b>Damage</b> to:             <ol style="list-style-type: none"> <li>a) credit or debit cards</li> <li>b) bicycles</li> <li>c) property in the open</li> <li>d) property more specifically insured.</li> </ol> </li> <li>3. <b>Damage</b> by theft of:             <ol style="list-style-type: none"> <li>a) computers designed to be portable from any unattended motor vehicle</li> <li>b) any other property from any unattended motor vehicle unless:                 <ol style="list-style-type: none"> <li>i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and</li> <li>ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked.</li> </ol> </li> </ol> </li> <li>4. <b>Damage</b> to clothing, <b>personal money</b> and other personal effects covered under the Money section to this policy or otherwise more specifically insured by this or any other policy.</li> </ol>
<p>5 DEBRIS REMOVAL</p> <p><b>We</b> will pay the costs necessarily incurred with <b>our</b> consent in removing debris of property covered by this section <b>damaged</b> by any operative event under this section.</p> <p>The most <b>we</b> will pay is 10% of the total sum insured under this section for any <b>claim</b>.</p>	<ol style="list-style-type: none"> <li>1. Cost of removing debris other than from the site on which the <b>damage</b> occurred and the area immediately adjacent to it.</li> <li>2. Costs arising from pollution or contamination of property not insured by this section.</li> </ol>

## Extensions for Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>6 HIRED-IN PROPERTY</p> <p><b>We</b> will pay for <b>damage</b> caused by any operative event under this section to property:</p> <ul style="list-style-type: none"> <li>• hired-in</li> <li>• on free loan</li> </ul> <p>for <b>your activities</b> when in <b>your</b> custody or control while in the <b>buildings</b> or in transit to and from such <b>buildings</b> within the <b>territorial limits</b>.</p> <p>The most <b>we</b> will pay is £2,500 any one item and £5,000 for any <b>claim</b>.</p>	<ol style="list-style-type: none"> <li>1. <b>Damage:</b> <ol style="list-style-type: none"> <li>a) caused by or resulting from theft from any unattended motor vehicle or trailer</li> <li>b) to property hired-in or on free loan for more than 30 days</li> <li>c) to property covered:               <ol style="list-style-type: none"> <li>i. elsewhere in this section or in the policy</li> <li>ii. more specifically insured.</li> </ol> </li> </ol> </li> <li>2. Motor vehicles that are or can be licensed for road use, caravans, trailers, watercraft or aircraft and their accessories.</li> </ol>
<p>7 ADDITIONAL INTERESTS</p> <p>The interest of any third party in any property insured by this section is automatically noted provided that:</p> <ul style="list-style-type: none"> <li>• the interest is required to be included on the policy by <b>you</b> under the terms of any hiring lease or hire purchase agreement</li> <li>• the cover for the additional interest is no more extensive than the current cover provided to <b>you</b> under the policy at the time the interest commences</li> <li>• <b>you</b> advise full details to <b>us</b> in writing as soon as reasonably practicable, with immediate notification if a <b>claim</b> occurs.</li> </ul>	

## Claims Settlement for Contents

**We** can choose to settle a **claim** for **damage** by either:

- paying for the full cost of repairing, or
- by making a cash payment, or
- replacing the property insured.

Unless otherwise stated, settlement will be calculated on the basis of **reinstatement** but this will not apply:

- unless **reinstatement** begins and proceeds without delay
- until the cost of **reinstatement** has been incurred
- if at the time of **damage** the property is insured under any other policy that is not on the same basis of **reinstatement**
- to any type of clothing or linen.

If the **reinstatement** basis of settlement does not apply then settlement will be based on the replacement or repair of property **damaged** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**.

### COMPUTERS

**We** will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

**We** will not pay for:

- installation of software that can be completed by **you** following manufacturer's standard instructions
- any non-proprietary software.

### DATA OR DOCUMENTS

**We** will pay the value of the physical materials together with the clerical labour costs or computer time needed to reproduce the electronic data or **documents**.

**We** will not pay for the:

- costs of finding any information needed for the reproduction of electronic data or **documents**
- value to **you** of the electronic data or the information in **documents**.

### STOCK

Settlement for **stock** (other than donated **stock**) will be based upon the wholesale market value at the date of **damage**.

Settlement for donated **stock** will be based upon the second-hand market value at the date of **damage**.

No **claim** payment will be made under this section for donated **stock** if a **claim** payment is also made under the Business Interruption section following **damage** to donated **stock** by any operative event under this section.

### UNDERINSURANCE

- When **reinstatement** applies: if at the time of **reinstatement** the sum representing 85% of the cost of **reinstatement** of the whole of the property exceeds the sum insured at the time of commencement of any **damage**, the amount **we** will pay will be reduced in the same proportion as the said sum insured bears to the total cost of **reinstatement** of the whole of the property at the time of **reinstatement**.
- When **reinstatement** does not apply: if at the time of the **damage**, the sum insured by any item is less than the total value of the property to which that sum insured relates, then the amount **we** will pay will be reduced in the same proportion that the sum insured bears to its total value. In assessing the total value of the property a deduction is to be made for wear and tear and betterment.

### LIMITS

The most **we** will pay:

- a) in respect of any **claim** for:
  - antiques, pictures, works of art, items of precious metal, manuscripts, books or other property retaining any antiquity or special value, unless otherwise agreed by **us** in writing, is:
    - i. £1,000 for any one item
    - ii. £2,500 in total
  - electronic data is £2,500
- b) in any one **period of insurance** for each **contents** item shown in the schedule is its sum insured, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.  
Under the extensions to this section, any payment **we** make will only be in addition to the above where a specific extension limit applies.

### AUTOMATIC REINSTATEMENT OF SUM INSURED

The **contents** sum insured shown in the schedule will be reinstated by the amount of any **claim we** pay, unless **we** or **you** give notice to the contrary within 30 days of notification of the **claim to us** and provided that, if **we** so require, **you** will:

- a) pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
- b) take immediate steps to carry out any **damage** prevention measures that **we** may specify.

### MATCHING ITEMS

- a) Carpets or floor coverings  
**We** will only pay for **damage** to the carpet or floor covering in a room or clearly identifiable area where the **damage** occurred, but **we** will not pay to replace any other matching carpet or other floor covering that has not been **damaged** in another room or clearly identifiable area.
- b) Pairs, sets, suites or matching items  
**We** will pay for a **damaged** item that forms part of a pair, set, suite or one of a collection of matching items, but **we** will not pay for any other item that has not been **damaged**, or may lose value, just because it forms part of a pair, set, suite or one of a collection of matching items.

## Section 3 All Risks

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will pay for <b>damage</b> to <b>your</b> property, or property for which <b>you</b> are responsible, as listed in the All Risks Specification in the schedule occurring within the stated geographical limits.</p> <p>RESTRICTED COVER If <b>we</b> cover any of the following property:</p> <ul style="list-style-type: none"> <li>a) marquees or tents</li> <li>b) inflatables</li> <li>c) sports equipment (including winter sports)</li> </ul> <p>either specifically or as part of a miscellaneous item in the All Risks Specification, the cover is restricted to <b>damage</b> to such property caused by the following events only:</p> <ul style="list-style-type: none"> <li>• fire, explosion, lightning, earthquake or smoke</li> <li>• theft or attempted theft</li> <li>• riot and civil commotion</li> <li>• storm or flood</li> <li>• aircraft or other aerial devices or articles dropped from them</li> <li>• impact by any road vehicle, train or animal</li> <li>• falling trees, branches, telegraph poles or lamp posts</li> </ul> <p>occurring within the stated geographical limits.</p>	<ol style="list-style-type: none"> <li>1. The amount of <b>excess</b> shown in the schedule but increased to £250 in respect of theft or attempted theft of property from any trailer.</li> <li>2. <b>Damage</b> to:             <ul style="list-style-type: none"> <li>a) money, securities, credit and debit cards</li> <li>b) strings, reeds or drumheads on musical instruments.</li> </ul> </li> <li>3. <b>Damage</b> caused by or consisting of:             <ul style="list-style-type: none"> <li>a) faulty workmanship, defective design or the use of defective materials</li> <li>b) inherent vice or latent defect</li> <li>c) wear and tear, depreciation or gradually operating cause</li> <li>d) the deliberate erasure, loss, distortion or corruption of electronic data</li> <li>e) fungus, mildew or rot</li> <li>f) unexplained disappearance, inventory shortage or shortage due to error or omission.</li> </ul> </li> <li>4. <b>Damage</b> caused by:             <ul style="list-style-type: none"> <li>a) action of light, atmospheric or climatic conditions</li> <li>b) moths, vermin, insects, parasites or woodworm</li> <li>c) use contrary to the manufacturer's instructions</li> <li>d) domestic pets</li> <li>e) any process of cleaning, dyeing, altering, repairing, renovating or restoring</li> <li>f) a rise or fall in temperature.</li> </ul> </li> <li>5. <b>Damage</b> consisting of:             <ul style="list-style-type: none"> <li>a) marring or scratching</li> <li>b) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.</li> </ul> </li> <li>6. <b>Damage</b> by theft of:             <ul style="list-style-type: none"> <li>a) contents from a soft topped, soft sided, open topped or open sided trailer</li> <li>b) property from any unattended motor vehicle unless:                 <ol style="list-style-type: none"> <li>i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and</li> <li>ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked</li> </ol> </li> <li>c) any bicycle unless at the time of <b>damage</b> it is in a locked building or is attached by an appropriate security device to a permanently fixed structure.</li> </ul> </li> <li>7. Any <b>claim</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.</li> </ol>

## Special requirements for All Risks

**You** are required as a condition precedent to **our** liability:

### 1 TRAILER SECURITY

in respect of any trailer, and / or contents of any trailer, insured under this section, when the trailer is parked and not in use, to:

- keep it in a locked building or locked compound, or
- immobilise it by means of a wheel-clamp or hitch lock security device, and its door(s) or shutter(s) must be secured with a coach-bolted locking bar and close shackle padlock.

## Extension for All Risks

WHAT IS COVERED	WHAT IS NOT COVERED
<ol style="list-style-type: none"> <li>1 ADDITIONAL INTERESTS The interest of any third party in any property insured by this section is automatically noted provided that:             <ul style="list-style-type: none"> <li>• the interest is required to be included on the policy by <b>you</b> under the terms of any hiring lease or hire purchase agreement</li> <li>• the cover for the additional interest is no more extensive than the current cover provided to <b>you</b> under the policy at the time the interest commences</li> <li>• <b>you</b> advise full details to <b>us</b> in writing as soon as reasonably practicable, with immediate notification if a <b>claim</b> occurs.</li> </ul> </li> </ol>	

## Claims Settlement for All Risks

**We** can choose to settle a **claim** for **damage** by either:

- paying for the full cost of repairing, or
- by making a cash payment, or
- replacing the property insured.

Unless otherwise stated, settlement will be calculated on the basis of **reinstatement** except for any type of clothing or linen.

If the **reinstatement** basis of settlement does not apply then settlement will be based on the replacement or repair of property **damaged** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**.

### COMPUTERS

Subject to the item limit, **we** will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

**We** will not pay for:

- installation of software that can be completed by **you** following manufacturer's standard instructions
- any non-proprietary software
- reconstitution or re-input of any electronic data held
- the value to **you** of any electronic data.

### UNDERINSURANCE

If at the time of **damage** the sum insured for any item is less than its full **reinstatement** value **we** will only pay the same proportion of the **damage** as the sum insured bears to the full **reinstatement** value for that item.

### LIMITS

The most **we** will pay in any one **period of insurance** for each item listed in the All Risks Specification of the schedule is its sum insured, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

Under the extensions to this section, any payment **we** make will only be in addition to the above where a specific extension limit applies.

### AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured for any item listed in the All Risks Specification of the schedule will be reinstated by the amount of any **claim we** pay, unless:

- a) the **claim** relates to the total loss of any specified item, or
- b) **we** or **you** give notice to the contrary within 30 days of notification of the **claim** to **us** and provided that, if **we** so require, **you** will:
  - i. pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
  - ii. take immediate steps to carry out any **damage** prevention measures that **we** may specify.

### MATCHING ITEMS

**We** will pay for a **damaged** item that forms part of a pair, set, suite or one of a collection of matching items, but **we** will not pay for any other item that:

- has not been **damaged**
- may lose value

just because it forms part of a pair, set, suite or one of a collection of matching items.

## Section 4 Money

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>a) physical loss of <b>money</b></li> <li>b) <b>damage</b> caused by theft or attempted theft to any:               <ul style="list-style-type: none"> <li>• safe or strongroom at the <b>premises</b></li> <li>• cash carrying case, security belt or waistcoat</li> </ul>               up to £2,500 for any <b>claim</b></li> <li>c) <b>damage</b> to clothing and personal effects belonging to an <b>employee</b> caused by theft or attempted theft of <b>money</b> up to £500 for any <b>claim</b> for any one person (which includes <b>personal money</b> up to £100).</li> </ul>	<ol style="list-style-type: none"> <li>1. The amount of <b>excess</b> shown in the schedule.</li> <li>2. Loss from any unattended motor vehicle.</li> <li>3. Loss due to:           <ul style="list-style-type: none"> <li>a) misappropriation, deception or false accounting by:               <ul style="list-style-type: none"> <li>i. <b>you</b> or any director or partner</li> <li>ii. any <b>employee</b> except as covered in extension 1 to this section</li> </ul> </li> <li>b) clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit <b>money</b>.</li> </ul> </li> <li>4. Loss arising:           <ul style="list-style-type: none"> <li>a) outside the <b>territorial limits</b></li> <li>b) from signed blank cheques.</li> </ul> </li> <li>5. Loss suffered as a result of a transaction as part of <b>your activities</b>.</li> <li>6. Loss of:           <ul style="list-style-type: none"> <li>a) negotiable <b>money</b> in transit by unregistered post</li> <li>b) <b>money</b> in the custody of professional carriers other than <b>non-negotiable money</b> in transit by post</li> <li>c) <b>money</b> in any coin, banknote or token operated machine or money dispensing machine.</li> </ul> </li> <li>7. <b>Damage</b> to any coin, banknote or token operated machine or money dispensing machine.</li> <li>8. Any <b>claim</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.</li> </ol>

## Special requirements for Money

**You** are required as a condition precedent to **our** liability to keep:

### 1 RECORD KEEPING

a complete record of all **money** in transit and on the **premises** and deposit such record in a secure place other than in a safe or strongroom containing the **money**.

### 2 SECURITY

any safe or strongroom locked and all keys to them must be removed from the **premises** unless the **premises** is occupied by an authorised **employee** in which case such keys shall be kept in a locked receptacle when left in an unattended room or on the person of the authorised **employee**.

## Extensions for Money

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 MISAPPROPRIATION OF MONEY</p> <p><b>We</b> will pay any <b>claim made</b> by <b>you</b> for any loss of <b>money</b> as a result of misappropriation, deception or false accounting by <b>employee(s)</b> provided this is discovered within 30 days of the occurrence.</p> <p>For the purposes of this extension, the definition of <b>employee</b> shall also include any former <b>employee</b> within 30 days of termination of their service with <b>you</b>.</p>	<ol style="list-style-type: none"> <li>1. The amount of <b>excess</b> shown in the schedule.</li> <li>2. Loss resulting from misappropriation, deception or false accounting:           <ul style="list-style-type: none"> <li>a) where the date of occurrence is prior to the original inception date of this policy</li> <li>b) which is committed by an <b>employee(s)</b> who is (are) normally resident outside of the <b>territorial limits</b></li> <li>c) which cannot be proven to have been committed</li> <li>d) which is evidenced solely by an inventory or profit and loss computation</li> <li>e) where the <b>employee(s)</b> concerned was (were) known to have been involved in any previous dishonest or fraudulent act.</li> </ul> </li> </ol>

## Extensions for Money

WHAT IS COVERED		WHAT IS NOT COVERED	
2	<p>PERSONAL ACCIDENT (ASSAULT)</p> <p>If <b>you</b>, or any partner, director or <b>employee</b>, while working for <b>you</b> in connection with <b>your activities</b>, sustain(s) accidental <b>bodily injury</b> caused by external violent and visible means arising as a result of assault by persons with the intent of theft of property, or <b>money</b>, during the <b>period of insurance</b> which within 24 months is the sole cause of death or disablement, <b>we</b> will pay a benefit as shown below.</p>	<p>Accidental <b>bodily injury</b>:</p> <p>a) consisting solely of illness, disease or disorder</p> <p>b) to any person whose age is under 16 or more than 85 years at the time of the <b>bodily injury</b></p> <p>c) sustained outside the <b>territorial limits</b>.</p>	
Benefits for Personal Accident (Assault)		Persons aged 16 to 75	Persons aged 76 to 85
1	Death	capital benefit shown in the schedule	£10,000
2	<p>Permanent total disablement, being either:</p> <p>a) total and permanent loss of use of one or more entire hands or feet</p> <p>b) total and irrecoverable loss of sight in one or both eyes</p> <p>c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing</p> <p>d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation</p>	) ) ) ) capital benefit shown in the ) schedule ) )	£10,000
3	Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with <b>your activities</b> , or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks	weekly benefit shown in the schedule	NIL
3	<p>CREDIT AND DEBIT CARDS</p> <p><b>We</b> will indemnify <b>you</b> for loss resulting from the fraudulent use of any credit or debit card provided by <b>you</b> solely for use in connection with <b>your activities</b>.</p> <p>The most <b>we</b> will pay for all <b>claims</b> per card account is £1,000 in any one <b>period of insurance</b>.</p>	<p>1. Loss:</p> <p>a) due to the use of any credit or debit card where the terms under which it has been issued have not been fully complied with</p> <p>b) not reported to the police and the issuing authority within 24 hours of discovery</p> <p>c) covered by a bank or card issuer</p> <p>d) otherwise insured under any other policy or indemnity.</p> <p>2. Fraudulent use by <b>you</b>, <b>your</b> directors, partners or <b>employees</b>.</p>	

## Claims settlement for Money

### LIMITS - MONEY

The most **we** will pay for any **claim** is

- for **non-negotiable money** £250,000
- for **money** other than **non-negotiable money**:
  - i. on the **premises** and secured in a locked safe )
  - ii. on the **premises** during **working hours** )
  - iii. in transit by **you** or any authorised **employee** ) the money limits shown in the schedule
  - iv. in a bank night safe )
- v. at **your** home or that of an authorised **employee** £2,500
- vi. in **your** official charity collecting tins or buckets £250 for any **claim** and £500 for any one **period of insurance**
- vii. in any other circumstance (including fundraising events away from the **premises**). £500

### LIMITS - MISAPPROPRIATION OF MONEY

The most **we** will pay is:

- £2,500 for any **claim made** in respect of any one **employee**
- £5,000 for all **claims made** in any one **period of insurance**.

Any and all fraudulent or dishonest acts committed by an **employee** shall be considered as one occurrence or event where that **employee** is involved or implicated.

### LIMITS - PERSONAL ACCIDENT (ASSAULT)

**We** will pay the amount of benefit as shown in this extension to **you** or at **your** request to the injured person or their legal personal representative.

- Only one of benefits 1, 2 a), b), c) or d) will be payable for each injured person for any one accident or for the same period of disablement.
- In the event of a **claim** under benefit 2, this extension will cease to apply to the injured person.
- If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.
- Under benefit 3 **we** may make monthly payments on account.
- **We** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

The injured person will, if required by **us**, submit to a medical examination at **our** expense in connection with any **claim**.

## Section 5 Business Interruption

SPECIAL NOTES (not forming part of the policy wording)

1. To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.
2. For the purpose of the definitions to this section, any adjustment implemented in current cost accounting shall be disregarded.

### WHAT IS COVERED

#### OPTION A – LOSS OF INCOME

**We** will pay for loss of **income** and **extra expenses** during the **indemnity period** resulting from **your activities** at the **premises** being interrupted or interfered with as a consequence of **damage** to property used by **you** at the **premises** occurring during the **period of insurance**, due to:

- an insured event under the Contents or All Risks section
- breakage insured under the Glass and Sanitary Fittings extension provided that liability for the **damage** is admitted under a policy of insurance covering **your** interest in the property (this proviso does not apply where no payment is made solely due to the operation of an **excess**).

The amount payable will be, for:

- a) **income** - the amount by which the **income** during the **indemnity period** falls short of the **income** during the 12 month period immediately before the date of the **damage** appropriately adjusted where the **maximum indemnity period** exceeds 12 months.

(This amount may be adjusted to take into account any trends or other factors affecting **your activities**, such as seasonal variation, so that the figures represent as closely as possible, the **income** that would have been achieved if the **damage** had not occurred).

- b) **extra expenses** - the amount of **extra expenses** during the **indemnity period** for the sole purpose of avoiding or diminishing the reduction in **income** in consequence of the **damage** but not exceeding the amount that would otherwise have been payable for **income**.

In calculating the amount payable, **we** will take into account any:

- savings during the **indemnity period** of expenses payable out of **income** that cease or are reduced because of the **damage**
- **income** earned by **you**, or by others on **your** behalf, during the **indemnity period** from conducting **your activities** elsewhere than at the **premises**.

#### OPTION B – EXTRA EXPENSES

**We** will pay the amount of **extra expenses** during the **indemnity period** resulting from **your activities** at the **premises** being interrupted or interfered with as a consequence of **damage** to property used by **you** at the **premises** occurring during the **period of insurance** due to:

- an insured event under the Contents or All Risks section
- breakage insured under the Glass and Sanitary Fittings extension provided that liability for the **damage** is admitted under a policy of insurance covering **your** interest in the property (this proviso does not apply where no payment is made solely due to the operation of an **excess**).

The most **we** will pay in the first 3 months of the **indemnity period** will be the stated percentage below of the sum insured shown in the schedule for the appropriate **maximum indemnity period** as follows:

- 12 months - 50%
- 18 months - 33.3%
- 24 months - 25%
- 36 months - 17.5%

and for each succeeding month of the **maximum indemnity period**, will be:

- 12 months - 12%
- 18 months - 7%
- 24 months - 5%
- 36 months - 3%.

### WHAT IS NOT COVERED

1. Loss:
  - a) for any period after the charity or business is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued
  - b) due to unnecessary delay on **your** part in repairing or replacing the property.
2. Any **claim** if **you** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

1. **Extra expenses:**
  - a) for any period after the charity or business is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued
  - b) due to unnecessary delay on **your** part in repairing or replacing the property.
2. Any **claim** if **you** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

# Special requirements for Business Interruption

**You** are required as a condition precedent to **our** liability:

- 1 BACK-UP OF ELECTRONIC DATA  
to ensure that electronic data is backed up with a minimum back-up frequency of 7 working days.

SPECIAL NOTE (not forming part of the policy wording)

1. We provide cover, subject to limitation, for the costs of reinstating computer data following damage by the insured events. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

- 2 MONTHLY STATEMENT  
under the Book Debts extension to:
  - keep a record of the total amount outstanding in customers' accounts as at the end of each month, and
  - within 30 days of the end of each month deposit this record in premises other than those in which the original records are kept.

- 3 PESTS OR VERMIN  
under extension 1e), to obtain **our** consent before **you** restrict the use of the **premises**.

## Extensions for Business Interruption

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will pay for loss, as insured by this section unless otherwise stated, incurred by <b>you</b> during the <b>indemnity period</b> as a result of interruption or interference with <b>your activities</b>, carried on by <b>you</b> at the <b>premises</b>, caused during the <b>period of insurance</b> by:</p>	
<ol style="list-style-type: none"> <li>1 SPECIFIED DISEASE, POISONING, MURDER                             <ol style="list-style-type: none"> <li>a) an outbreak of a <b>specified disease</b></li> <li>b) any discovery of an organism at the <b>premises</b> resulting in or likely to result in the occurrence of a <b>specified disease</b></li> <li>c) poisoning caused by food or drink provided</li> <li>d) any accident causing defects in drains or other sanitary arrangements, at the <b>premises</b>, which causes restrictions in the use of the <b>premises</b> on the order or advice of the competent local authority</li> <li>e) any discovery of pests or vermin at the <b>premises</b></li> <li>f) murder, rape or suicide at the <b>premises</b>.</li> </ol> <p>The most <b>we</b> will pay for any <b>claim</b> is the Business Interruption sum insured shown in the schedule or £25,000, whichever is less.</p> <p>The <b>indemnity period</b> in respect of this extension only is re-defined as follows:                              the period beginning with the date from which the restrictions on the <b>premises</b> are applied (or in the case of cover e) pests or vermin or f) murder, rape or suicide with the date of occurrence) and ending not later than 3 months thereafter during which the results of <b>your activities</b> are affected because of the occurrence.</p> </li> </ol>	<ol style="list-style-type: none"> <li>1. Costs incurred in the cleaning, repair, replacement, recall or checking of property.</li> <li>2. Any occurrence that is not at the <b>premises</b>.</li> <li>3. Any <b>claim</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.</li> </ol>
<ol style="list-style-type: none"> <li>2 BOMB SCARE OR EMERGENCY ACTION closure of the <b>premises</b> by a competent authority due to:                             <ol style="list-style-type: none"> <li>a) bomb scare, or</li> <li>b) an emergency that could endanger human life or neighbouring property.</li> </ol> <p>The most <b>we</b> will pay is £2,500 for any <b>claim</b>.</p> </li> </ol>	<p>Any:</p> <ol style="list-style-type: none"> <li>a) closure of less than 4 hours duration</li> <li>b) <b>premises</b> in Northern Ireland</li> <li>c) closure of the <b>premises</b> by the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of infectious diseases) food poisoning, defective drains or other sanitary arrangements or vermin or pests.</li> </ol>
<ol style="list-style-type: none"> <li>3 DENIAL OF ACCESS <b>damage</b> due to an operative event under the Contents section, to property in the vicinity of the <b>premises</b> which prevents or hinders the access to or use of the <b>premises</b>.</li> </ol> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	<p>Any period when access to the <b>premises</b> was not prevented or hindered.</p>

## Extensions for Business Interruption

WHAT IS COVERED	WHAT IS NOT COVERED
<p>4 SUPPLIERS AND CUSTOMERS</p> <p><b>damage</b> due to an operative event under the Contents section, at the premises of any of <b>your</b> suppliers or customers.</p> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	<p>Loss resulting from <b>damage</b> occurring at:</p> <ol style="list-style-type: none"> <li>any premises outside the <b>territorial limits</b></li> <li>the premises of any supplier from which <b>you</b> obtain electricity, gas, water or telecommunication services.</li> </ol>
<p>5 FAILURE OF SUPPLY</p> <ul style="list-style-type: none"> <li>accidental failure of supply of electricity, gas or water services at the terminal point of the supply authority's feed at the <b>premises</b></li> <li><b>damage</b> due to an operative event under the Contents section, to telecommunications property of the supplier in the <b>territorial limits</b>.</li> </ul> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	<p>Any failure caused by the deliberate act of any supply authority or by the exercise of any such authority of its power to withdraw or restrict supply or industrial action.</p>
<p>6 UTILITIES</p> <p><b>damage</b> due to an operative event under the Contents section of this policy at any:</p> <ul style="list-style-type: none"> <li>generating station or sub-station of the electricity supply undertaking</li> <li>land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith</li> <li>water works or pumping station of the water supply undertaking</li> <li>land-based premises of the telecommunications undertaking within the <b>territorial limits</b> from which <b>you</b> obtain electricity, gas, water or telecommunications services.</li> </ul> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	
<p>7 EXHIBITIONS AND WORK AWAY</p> <p><b>damage</b> due to an operative event under the Contents section at any premises within the <b>territorial limits</b> temporarily in use by <b>you</b> for exhibitions, fundraising or carrying out a contract in connection with <b>your activities</b>.</p> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	
<p>8 BOOK DEBTS</p> <p><b>We</b> will pay the:</p> <ol style="list-style-type: none"> <li>difference between <b>outstanding debit balances</b> and the total of the amounts received or traced</li> <li>additional expenses incurred by <b>you</b> with <b>our</b> consent in tracing and establishing <b>outstanding debit balances</b> due to <b>damage</b> to <b>your</b> books of account or other business books or records occurring:             <ol style="list-style-type: none"> <li>at the <b>premises</b></li> <li>while such books or records are temporarily removed from the <b>premises</b>, or in the post, within the <b>territorial limits</b>, provided that the <b>damage</b> is the subject of a valid <b>claim</b> under the Contents or All Risks section of this policy.</li> </ol> </li> </ol> <p>The most <b>we</b> will pay is £5,000 for any <b>claim</b>.</p>	<ol style="list-style-type: none"> <li>Any loss or expense due to:             <ol style="list-style-type: none"> <li>deliberate erasure, distortion or corruption of electronic data, information or records</li> <li>a dishonest or fraudulent act by <b>you</b>, <b>your</b> directors, partners or <b>employees</b> or anyone acting on <b>your</b> behalf.</li> </ol> </li> <li>Any <b>claim</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.</li> </ol>

## Claims settlement for Business Interruption

### ACCOUNTANTS CHARGES

Within the overall sum insured, **we** will also pay for professional accountants' charges reasonably incurred by **your** usual professional accountant for producing and certifying any details in **your** accounting records requested by **us** under the terms of this policy for the purpose of investigating or verifying any **claim**, but this does not include any accountants' charges otherwise incurred by **you** for the preparation of any **claim**.

### LIMITS

Unless otherwise stated, the most **we** will pay for any **claim**:

- for reproducing **documents** or electronic data under **extra expenses** is £2,500 or the sum insured shown in the schedule, whichever is less
- in total is the relevant sum insured as shown in the schedule.

No **claim** payment will be made under this section following **damage** to donated **stock** if a valid **claim** payment is made under the Contents section for donated **stock**.

### UNDERINSURANCE

If the sum insured shown in the schedule for loss of income is less than the **income** earned during the 12 month period immediately before the date of the **damage** appropriately adjusted:

- if the **indemnity period** exceeds 12 months, and
- for any trends or other factors affecting **your activities** (such as seasonal variation) so that the figures represent, as closely as possible, the result that would have been achieved if the **damage** had not occurred

then the amount payable for any **claim** will be proportionately reduced.

## Section 6 Computer Breakdown

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will pay for the:</p> <p>a) necessary repair or replacement of <b>your computer equipment</b>:</p> <p>i. whilst at the <b>premises</b>, or</p> <p>ii. designed to be portable, whilst away from the <b>premises</b> but within the <b>territorial limits</b>, used in connection with <b>your activities</b>, following a sudden and unforeseen breakdown, distortion, electrical burn-out or fault due to:</p> <ul style="list-style-type: none"> <li>• a mechanical or electrical defect,</li> <li>• failure or fluctuation of the supply of electricity or telecommunications,</li> </ul> <p>which results in a failure to function</p> <p>b) additional expenses that <b>you</b> reasonably incur with <b>our</b> prior consent for the replacement and re-installation of electronic data following the sudden and unforeseen erasure, destruction, corruption or distortion of electronic data caused by circumstances covered in a) above and not otherwise excluded under the terms of this section or the policy</p> <p>c) additional expenses that <b>you</b> reasonably incur with <b>our</b> prior consent for the repair, replacement or reinstatement of <b>your computer equipment</b> and electronic data caused by or resulting from a <b>virus or similar mechanism</b> or <b>hacking</b> or <b>denial of service attack</b>.</p> <p>The most <b>we</b> will pay under cover c) is £500 for any <b>claim</b> and £1,000 in any one <b>period of insurance</b>.</p>	<ol style="list-style-type: none"> <li>1. The amount of <b>excess</b> shown in the schedule.</li> <li>2. Breakdown:             <ol style="list-style-type: none"> <li>a) of any <b>computer equipment</b> after ten years from the date of its manufacture</li> <li>b) resulting from wear and tear, depreciation or gradually operating cause and any replacement or re-installation of electronic data as a result of such breakdown.</li> </ol> </li> <li>3. Repair, replacement or re-installation:             <ol style="list-style-type: none"> <li>a) recoverable under any lease, hire, maintenance agreement or manufacturer's warranty, or where <b>you</b> are relieved of responsibility under such agreement</li> <li>b) covered elsewhere in this policy or by any other policy or indemnity of electronic data not stored in accordance with the manufacturer's recommendations</li> <li>c) of any <b>computer equipment</b> whilst hired or loaned out</li> <li>d) directly or indirectly arising from or relating to:                 <ol style="list-style-type: none"> <li>i. any wilful or malicious act by <b>you</b> or any <b>employee</b></li> <li>ii. the use of unproven software which has not been finalised or has not completed quality assurance or testing</li> <li>iii. the use of any telecommunications equipment not approved by the telecommunications authority</li> <li>iv. the loss of electricity or telecommunications supply:                     <ul style="list-style-type: none"> <li>- where such removal, withholding or restriction of supply is a deliberate act by the supplier, unless for the purpose of safeguarding life</li> <li>- due to industrial action by the employees of the supplier.</li> </ul> </li> </ol> </li> </ol> </li> <li>4. Any indirect or consequential loss.</li> <li>5. Any <b>claim</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.</li> </ol>

## Special requirements for Computer Breakdown

**You** are required as a condition precedent to **our** liability:

- 1 DATA BACK-UP  
in respect of cover b) above, to ensure that electronic data is backed up and stored away from the **premises** with a minimum back-up frequency of 7 working days.

SPECIAL NOTE (not forming part of the policy wording)

1. We provide cover, subject to limitation, for the costs of reinstating computer data following damage by the insured events. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

- 2 ANTI-VIRUS MAINTENANCE  
In respect of cover c) above, to continually use, maintain and upgrade any code or series of instructions, operating systems, software programs or firmware which protects against any computer **virus or similar mechanism** or unauthorised access to **your computer equipment**.

## Extension for Computer Breakdown

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 ADDITIONAL CHARGES AND EXPENSES</p> <p>Provided a <b>claim</b> is agreed by <b>us</b> under this section, <b>we</b> will pay for the following additional charges or expenses incurred with <b>our</b> prior written consent:</p> <ul style="list-style-type: none"> <li>a) hire or lease charges that <b>you</b> reasonably incur with respect to a new agreement for similar equipment following breakdown of <b>computer equipment</b>, but limited only to such charges incurred within the <b>period of insurance</b> in which the breakdown occurs</li> <li>b) expenses that <b>you</b> reasonably incur to prevent or minimise the interruption of or interference with <b>your activities</b> following a loss of electricity or telecommunications supply</li> <li>c) expenses that <b>you</b> reasonably incur in investigating possible repairs or re-instatement whether successful or not, following breakdown</li> <li>d) expenses that <b>you</b> reasonably incur in the modification or alteration of <b>computer equipment</b>, and for replacing or altering computer systems or electronic data to achieve compatibility, where replacement <b>computer equipment</b> is incompatible with existing and undamaged <b>computer equipment</b></li> <li>e) expenses that <b>you</b> reasonably incur in the removal of <b>computer equipment</b> following breakdown.</li> </ul> <p>The most <b>we</b> will pay is £2,500 for all <b>claims</b> under this extension in any one <b>period of insurance</b>.</p>	

## Claims settlement for Computer Breakdown

### If **computer equipment**:

- can be economically repaired **we** will pay for the repair to its condition when new
- cannot be economically repaired **we** will pay for its replacement by **computer equipment** of equal performance and/or capacity or where this is not possible by **computer equipment** with the nearest higher performance and/or capacity.

### LIMITS

Unless otherwise stated, the most **we** will pay for all **claims** in any one **period of insurance** under this section is the sum insured shown in the schedule.

## Section 7 Employers Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay as damages and <b>costs and expenses</b> for <b>bodily injury</b> to any <b>employee</b> caused during the <b>period of insurance</b> in connection with <b>your activities</b> and occurring in the <b>territorial limits</b>.</p> <p>Within <b>costs and expenses</b>, <b>we</b> will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with <b>our</b> written consent.</p>	<p>Liability:</p> <ul style="list-style-type: none"> <li>a) for which compulsory motor insurance or security is required</li> <li>b) arising in connection with <b>offshore</b> activities.</li> </ul>
<p><b>RIGHT OF RECOVERY</b></p> <p>The cover under this section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to <b>employees</b> in the <b>territorial limits</b> but <b>you</b> shall repay to <b>us</b> all sums paid by <b>us</b> which <b>we</b> would not have been liable to pay but for the provisions of such law.</p>	
<p><b>CERTIFICATE OF EMPLOYERS LIABILITY INSURANCE</b></p> <p>If this section or the policy is cancelled the Certificate of Employers Liability Insurance issued for this section is cancelled at the same time.</p>	

## Special requirement for Employers Liability

**You** are required as a condition precedent to **our** liability:

- 1 CORPORATE MANSLAUGHTER
  - under the Corporate Manslaughter extension to this section to ensure that **you**
    - obtain **our** written consent prior to the appointment of any solicitor or counsel to act for **you**
    - notify **us** immediately about any summons or other process served upon **you** which may give rise to a **claim** under this extension
    - do not commence an appeal without **our** written consent and such consent will only be given if counsel has advised that it is more likely for an appeal to be successful than not.

## Extensions for Employers Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS)</p> <p>At <b>your</b> request <b>we</b> will pay all amounts which the following people or organisations become legally liable to pay as damages and <b>costs and expenses</b> for a claim made against them:</p> <ul style="list-style-type: none"> <li>• any partner, director or <b>employee</b> of <b>yours</b></li> <li>• any officer or member of <b>your</b> canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services</li> <li>• any partner or director of <b>yours</b> in respect of private work carried out for them with <b>your</b> prior consent by any <b>employee</b></li> <li>• any principal, being any person, local or public authority, company or firm, with whom <b>you</b> have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by <b>you</b></li> </ul> <p>provided:</p> <ul style="list-style-type: none"> <li>• <b>you</b> would have been entitled to cover under this section if the claim had been made against <b>you</b></li> <li>• such parties keep to the terms of this policy insofar as they can apply.</li> </ul>	

## Extensions for Employers Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>2 UNSATISFIED COURT JUDGEMENTS</p> <p>If any <b>employee</b> obtains a judgement for damages in respect of <b>bodily injury</b> against any company or individual operating from premises within the <b>territorial limits</b> and that judgement remains unpaid for more than six months, <b>we</b> will pay to the <b>employee</b>, at <b>your</b> request, the amount of any unpaid damages and awarded costs provided:</p> <ul style="list-style-type: none"> <li>• the <b>bodily injury</b> is caused: <ul style="list-style-type: none"> <li>a) during the <b>period of insurance</b></li> <li>b) in the course of <b>your activities</b></li> <li>c) in the <b>territorial limits</b></li> </ul> </li> <li>• there is no appeal outstanding</li> <li>• the judgement being obtained in the first instance under the jurisdiction of a court in the <b>territorial limits</b></li> <li>• the judgement relates to <b>bodily injury</b> which would otherwise be insured by this section of the policy</li> <li>• if any payment is made under this extension the <b>employee</b> or their legal personal representatives shall assign the judgement to <b>us</b>.</li> </ul>	
<p>3 COURT ATTENDANCE EXPENSES</p> <p><b>We</b> will pay £250 per day if <b>you</b>, or any partner, director or <b>employee</b>, are required to attend court as a witness at <b>our</b> request in connection with a <b>claim</b> for which cover is provided under this section.</p>	
<p>4 CORPORATE MANSLAUGHTER</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay overall for <b>costs and expenses</b> incurred with <b>our</b> prior written consent in:</p> <ul style="list-style-type: none"> <li>• the defence of any criminal proceedings, or</li> <li>• an appeal against conviction which arises from criminal proceedings</li> </ul> <p>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 <b>period of insurance</b> in the course of <b>your activities</b>.</p> <p>The most <b>we</b> will pay for all <b>claims</b> under this extension is £500,000 in any one <b>period of insurance</b>.</p> <p>If this cover is also operative under:</p> <ul style="list-style-type: none"> <li>• the Public and Products Liability section to this policy, the separate extension limits are replaced by one aggregate limit of £1,000,000 for all <b>claims</b> under this policy in any one <b>period of insurance</b></li> <li>• other policies issued by <b>us</b> to <b>you</b>, the most <b>we</b> will pay for all <b>claims</b> relating the same prosecution in total for all policies, including this policy, is £1,000,000.</li> </ul>	<ol style="list-style-type: none"> <li>1. Fines or penalties of any kind.</li> <li>2. Costs of any remedial or publicity orders, or steps to be taken by such orders.</li> <li>3. Proceedings consequent upon any deliberate act or omission by <b>you</b> or <b>your</b> managerial <b>employees</b> 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.</li> <li>4. <b>Costs and expenses:</b> <ol style="list-style-type: none"> <li>a) where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover</li> <li>b) where indemnity is otherwise provided by any other policy, insurer or from any other source.</li> </ol> </li> <li>5. <b>We</b> will not pay any <b>claim</b> when <b>you</b> have failed to comply with the special requirements for this extension and such failure caused or worsened the liability.</li> </ol>

## Extensions for Employers Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>5 HEALTH AND SAFETY AT WORK</p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay for <b>costs and expenses</b> in:</p> <ul style="list-style-type: none"> <li>the defence of any criminal proceedings</li> <li>an appeal against conviction arising from such proceedings brought in respect of an offence under: <ul style="list-style-type: none"> <li>the Health and Safety at Work etc. Act 1974</li> <li>the Health and Safety at Work (Northern Ireland) Order 1978 provided that the proceedings relate to an offence committed or alleged to have been committed during the <b>period of insurance</b> within the <b>territorial limits</b> and in the course of <b>your activities</b>.</li> </ul> </li> </ul> <p>The most <b>we</b> will pay is £500,000 for any <b>claim</b>, but if a <b>claim</b> is also made under the HEALTH AND SAFETY AT WORK extension for the Public and Products Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.</p>	<ol style="list-style-type: none"> <li>Fines or penalties of any kind.</li> <li>Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> <li><b>you</b>, or <b>your</b> directors or partners</li> <li>any <b>employee</b> responsible for compliance with the legislation.</li> </ol> </li> <li>Proceedings related to the health, safety or welfare of persons other than <b>employees</b>.</li> <li>Legal costs and expenses covered elsewhere in this policy or by any other policy.</li> <li>Liability for <b>bodily injury</b>.</li> </ol>

## Claims settlement for Employers Liability

### LIMITS

The most **we** will pay for any **claim**, including **costs and expenses**:

- is £5,000,000 in respect of liability directly or indirectly caused by, resulting from or in connection with any act of **terrorism**. If **we** allege that by reason of this limitation any liability for damages and **costs and expenses** is covered only up to a specified limit of liability the burden of proving the contrary shall be upon **you**
- under any extension to this section, is:
  - the specific limit stated in the extension, which forms part of and is not in addition to the indemnity limit shown in the schedule
  - the indemnity limit shown in the schedule if no specific extension limit applies
- other than above, is the indemnity limit shown in the schedule.

## Section 8 Professional Indemnity

### WHAT IS COVERED

We will pay for any **claim made** for damages and **costs and expenses** which **you**, or at **your** request any **employee**, become legally liable to pay arising from any **professional indemnity wrongful act**.

#### SPECIAL NOTE (not forming part of the policy wording)

1. An act of abuse (as defined by the policy) is excluded under both Public and Products Liability and Professional Indemnity sections of cover. An optional extension is available, at additional premium, under the Public and Products Liability section to add in cover for an act of abuse. Under the Professional Indemnity section, whilst an act of abuse is excluded, if you give advice or guidance to a third party we only provide cover if such advice or guidance is alleged to be inadequate or not fit for purpose. The third party you have given advice or guidance to would need to arrange their own Public and Products Liability insurance, and if needed add an extension for abuse cover, which would not exclude circumstances for an act of abuse they could commit against another party.

### WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule.
2. Liability directly or indirectly arising from:
  - a) any **bodily injury** to any person or **damage** to, or loss of use of, any tangible property, unless arising directly from any negligent advice, design, formula or specification given in the provision of **professional services**
  - b) any **bodily injury** sustained by an **employee**
  - c) or out of or in any way connected with, any actual or alleged **abuse**
  - d) **medical malpractice**
  - e) pollution, contamination or seepage
  - f) goods sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by **you**
  - g) the consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a **claim made**
  - h) any **professional indemnity wrongful act** committed by a trustee, director or employee of a **charity** which has merged with the **charitable body** when the **professional indemnity wrongful act** giving rise to any **claim made** was committed prior to the merger
  - i) damages and **costs and expenses** covered elsewhere in this policy or by any other policy or indemnity
  - j) an agreement unless liability would have existed without the agreement
  - k) **your** operation, administration or management of a pension, retirement, superannuation, profit share or any other employee benefit scheme or programme
  - l) any investment, sale or purchase of shares, securities or stocks or direct advice on the investment of client funds, including breach of regulations or misuse of information relating to them
  - m) any dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission committed by or condoned by a **trustee or director**
  - n) any indirect or consequential loss (including but not limited to lost profit, remuneration, or trading losses) arising from actual or alleged over-charging or improper receipt of fees
  - o) any event or circumstances which result in a claim against any **trustee or director** by another **trustee or director** or by the **charitable body** or by any other person or entity with a financial, managerial or executive interest in the **charitable body**
  - p) any **defamation** resulting from printer's errors
  - q) any **defamation** which **you** knew or ought to have known was defamatory
  - r) any breach of any obligation to any former, present or prospective **employee** for any kind of employment related dispute
  - s) any trading losses, liabilities or debts incurred by **you**
  - t) or resulting from **your** involvement in a joint venture or consortia
  - u) any failure or omission to effect insurance or maintain adequate insurance, or failure or omission to comply with the terms and conditions of such insurance
  - v) any legal action or investigation brought or commenced in any court of law or other tribunal outside of the **territorial limits** or is brought or commenced within the **territorial limits** to enforce an award or judgement outside the **territorial limits** by reciprocal agreement or otherwise.
3. Fines, penalties or punitive, exemplary, aggravated or multiplied damages.
4. Liquidated damages.
5. Liability where the **professional indemnity wrongful act** occurred prior to the retroactive date (if applicable) stated on the schedule.
6. Any **claim made** if **you** failed to comply with a special requirement and such failure caused, or worsened the liability.

## Special requirement for Professional Indemnity

**You** are required as a condition precedent to **our** liability:

- 1 INSURANCE CHECKS FOR LABOUR ONLY SUB-CONTRACTORS AND SELF-EMPLOYED to have made a check of the Professional Indemnity insurance held by any:
  - labour only sub-contractor or anyone employed by them
  - self-employed personauthorised by **you** to carry out **professional services**, to ensure that appropriate cover would be in force for the contracted **professional service**.

## Claims settlement for Professional Indemnity

### LIMITS

The most **we** will pay for all **claims made**, including **costs and expenses**, in any one **period of insurance** is the indemnity limit shown in the schedule.

## Section 9 Trustees and Directors Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will pay all amounts for any <b>claim made</b> which:</p> <p>a) a <b>trustee or director</b> becomes legally liable to pay as damages and <b>costs and expenses</b> arising from any <b>wrongful act</b></p> <p>b) would be covered under a) above but which the <b>charitable body</b> becomes legally liable or obliged to pay to indemnify the <b>trustee or director</b> by reason of any indemnity clause in <b>your</b> governing documents arising from any <b>wrongful act</b></p> <p>c) the <b>charitable body</b> becomes legally liable to pay as damages and <b>costs and expenses</b> arising from any <b>wrongful act</b>. This cover does not apply where the <b>charitable body</b> is an unincorporated association and indemnity is claimed under a) above</p> <p>d) the <b>trustee or director</b> or <b>charitable body</b> becomes legally liable to pay as a result of <b>damage to documents</b>, provided that the <b>damage</b>:</p> <ol style="list-style-type: none"> <li>occurs while <b>documents</b> are held by or are being sent to or from the <b>charitable body</b>, their agent or any <b>trustee or director</b> or <b>employee</b> and</li> <li>is discovered during the <b>period of insurance</b>.</li> </ol> <p><b>We</b> will also pay any reasonable cost incurred by the <b>trustee or director</b> or <b>charitable body</b> in restoring or replacing <b>documents</b>.</p>	<ol style="list-style-type: none"> <li>The amount of <b>excess</b> shown in the schedule.</li> <li>Any <b>claim made</b> for loss directly or indirectly arising from: <ol style="list-style-type: none"> <li>damages and <b>costs and expenses</b> covered elsewhere in this policy or by any other policy or indemnity</li> <li>an agreement unless liability would have existed without the agreement</li> <li>goods sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by <b>you</b></li> <li>any <b>bodily injury</b> to any person</li> <li><b>damage</b> (except to the extent insured under cover d) of this section) or the loss of use of any tangible property</li> <li>any <b>trustee or director</b> acting in the capacity as a trustee or administrator of a pension, retirement, superannuation, profit share or any other employee benefit scheme or programme</li> <li>pollution, contamination or seepage (except to the extent insured under the Pollution, Contamination and Seepage extension to this section)</li> <li>any <b>defamation</b> resulting from printer's errors</li> <li>any actual or alleged breach of statutory employment regulation, discrimination, harassment, retaliatory treatment or breach of any obligation to any former, present or prospective <b>employee</b></li> <li>any failure or omission to effect insurance or maintain adequate insurance, or failure or omission to comply with the terms and conditions of such insurance</li> <li>any infringement of intellectual property rights, copyright, patent, trademark, moral rights, database rights or design, or act of passing-off</li> <li>any <b>trustee or director</b> acting in any capacity as external auditor, liquidator, receiver, administrator or administrative receiver</li> <li>any provision of advice, counselling, design, formula, <b>pastoral care</b>, specification or other professional service</li> <li>any breach of professional duty owed</li> <li><b>medical malpractice</b></li> <li>any trading losses, liabilities or debts</li> <li>or resulting from the <b>charitable body's</b> involvement in a joint venture or consortia, other than where the <b>claim made</b> arises from the <b>wrongful act</b> of a <b>trustee or director</b> employed by the joint venture or consortia at <b>your</b> request</li> <li>any legal action brought outside the European Union, the Channel Islands and the Isle of Man</li> <li>any <b>wrongful act</b> committed by a trustee, director or employee of a charity, company or other organisation which has merged with the <b>charitable body</b> when the <b>wrongful act</b> giving rise to the <b>claim made</b> occurred prior to the merger</li> <li>any: <ol style="list-style-type: none"> <li>personal guarantee or assurance <b>you</b> give to anyone (other than <b>your</b> assurance that <b>you</b> have authority to do something), or</li> <li>agreement that <b>you</b> shall pay any penalty or fixed sum of money to anyone unless <b>you</b> would still be legally liable even if that guarantee, assurance or agreement did not exist.</li> </ol> </li> </ol> </li> <li>Any event or circumstances which result in a claim against any <b>trustee or director</b> by another <b>trustee or director</b> or by the <b>charitable body</b> or by any other person or entity with a financial, managerial or executive interest in the <b>charitable body</b>.</li> <li>Fines, penalties or punitive, exemplary, aggravated or multiplied damages.</li> <li>Liquidated damages.</li> </ol> <p>Continued ...</p>

## Section 9 Trustees and Directors Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>6. Indemnity to any <b>trustee or director</b> or their liability for any <b>claim made</b> for loss directly or indirectly arising from:</p> <ul style="list-style-type: none"> <li>a) the consequences of any circumstances known to that <b>trustee or director</b> at the commencement of this cover which may have given rise to a <b>claim made</b></li> <li>b) that <b>trustee or director</b> receiving any remuneration, profit or advantage to which they were not legally entitled</li> <li>c) any actual dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission of that <b>trustee or director</b></li> <li>d) any <b>wrongful act</b> which that <b>trustee or director</b> knew to be a <b>wrongful act</b> or which was committed by that <b>trustee or director</b> in reckless disregard of whether it was a <b>wrongful act</b> or not</li> <li>e) any <b>defamation</b> which that <b>trustee or director</b> knew, or ought to have known was defamatory.</li> </ul> <p>7. Liability where the <b>wrongful act</b> occurred prior to the retroactive date (if applicable) stated on the schedule.</p> <p>8. Any <b>claim made</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.</p>

### Special requirement for Trustees and Directors Indemnity

**You** are required as a condition precedent to **our** liability:

- 1 DATA BACK-UP  
for **damage** to **documents** to ensure that electronically held items are backed up within thirty days of original setup or amendment and the back-up copies are stored at a different location.

SPECIAL NOTE (not forming part of the policy wording)

1. We provide cover, subject to limitation, for the costs of reinstating electronically held documents following damage. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

### Extensions for Trustees and Directors Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 INVESTIGATION COSTS <b>We</b> will pay all reasonable representation costs which are incurred by the <b>charitable body</b> or any <b>trustee or director</b> for any investigation, constituted hearing, tribunal or proceedings instigated by the Charity Commission or other regulatory body.</p> <p>The most <b>we</b> will pay is £100,000 in any one <b>period of insurance</b>.</p>	<p>Costs covered elsewhere in this policy or by any other policy.</p>
<p>2 SPOUSES <b>We</b> will pay all amounts which the spouse, common law spouse or civil partner of a <b>trustee or director</b> becomes legally liable to pay as damages and <b>costs and expenses</b> solely by reason of the legal status of that spouse, common law spouse or civil partner and that by operation of law such liability is transferred or imputed to that spouse, common law spouse or civil partner, provided that a <b>claim made</b> for such liability upon <b>you</b> would have been covered under this section.</p>	
<p>3 LEGAL REPRESENTATIVES <b>We</b> will pay all amounts which the estate, heirs, legal representatives or assigns of a <b>trustee or director</b> become legally liable to pay as damages and <b>costs and expenses</b> as a result of the death, incompetency, incapacity, bankruptcy or insolvency of the <b>trustee or director</b> provided that a <b>claim made</b> for such liability upon <b>you</b> would have been covered under this section.</p>	

## Extensions for Trustees and Directors Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
<p>4 RETIRED AND FORMER TRUSTEES AND DIRECTORS</p> <p>In the event of this section being cancelled by <b>you</b>, <b>we</b> will continue to accept a <b>claim made</b> by <b>you</b> for a period of up to 6 consecutive years from the date of cancellation in respect of all amounts for which a retired <b>trustee or director</b> becomes legally liable to pay for a <b>wrongful act</b> that occurred prior to the date of his or her retirement and provided that the <b>trustee or director</b> retired before the date of cancellation of this section.</p> <p>For the purpose of this extension only, <b>claim made</b> relates to the period of the 6 years extension and not to the <b>period of insurance</b> stated in the policy definition.</p>	<ol style="list-style-type: none"> <li>1. Any liability of the <b>charitable body</b>.</li> <li>2. Indemnity provided by any other insurance.</li> </ol>
<p>5 POLLUTION, CONTAMINATION OR SEEPAGE</p> <p><b>We</b> will pay all amounts for any <b>claim made</b> which:</p> <ol style="list-style-type: none"> <li>a) a <b>trustee or director</b> becomes legally liable to pay as <b>environmental defence costs</b> arising from any <b>wrongful act</b></li> <li>b) would be covered under a) above but which the <b>charitable body</b> becomes legally liable or obliged to pay to indemnify the <b>trustee or director</b> for <b>environmental defence costs</b> by reason of any indemnity clause in <b>your</b> governing documents arising from any <b>wrongful act</b></li> <li>c) the <b>charitable body</b> becomes legally liable to pay as <b>environmental defence costs</b> arising from any <b>wrongful act</b>.</li> </ol> <p>This cover does not apply where the <b>charitable body</b> is an unincorporated association and indemnity is claimed under a) above.</p> <p>The most <b>we</b> will pay is £100,000 in any one <b>period of insurance</b>.</p>	<ol style="list-style-type: none"> <li>1. Fines or penalties of any kind.</li> <li>2. Any <b>claim made</b> for loss directly or indirectly arising from pollution, contamination or seepage of any kind, other than to the extent of the <b>environmental defence costs</b>.</li> </ol>
<p>6 EXTENDED CLAIMS REPORTING PERIOD</p> <p>If <b>we</b> or <b>you</b> cancel (other than for non-payment of premium) or <b>we</b> refuse to offer renewal of this section of the policy and <b>you</b> do not replace the cover by any other similar policy with another insurer then <b>you</b> shall be entitled to an extension of the expiring period of cover provided by this section of 60 days in respect of <b>claims made</b> after the effective date of such cancellation or refusal to renew, provided that:</p> <ol style="list-style-type: none"> <li>i. written notice is given to <b>us</b> within 15 days of the effective date of cancellation or non-renewal of this section</li> <li>ii. the <b>claim made</b> arises from a <b>wrongful act</b> prior to the date of cancellation or refusal to renew.</li> </ol> <p>The offer by <b>us</b> of terms, conditions or limits of indemnity that differ from those of the expiring <b>period of insurance</b> shall not constitute a refusal to renew.</p>	
<p>7 EMERGENCY COSTS AND EXPENSES</p> <p>In the event <b>you</b> are unable to contact <b>us</b> to obtain consent to authorise <b>costs and expenses</b> following a <b>claim made</b>, <b>we</b> agree to reimburse <b>you</b> for emergency <b>costs and expenses</b> incurred up to an aggregate inner limit of 10% of the indemnity limit stated in the schedule.</p>	

## Claims settlement for Trustees and Directors Indemnity

### LIMITS

The most **we** will pay for all **claims made**, including **costs and expenses**, in any one **period of insurance**:

- is £50,000 under cover d) for **damage to documents**
- under any extension to this section, is:
  - the specific limit stated in the extension, which forms part of and is not in addition to the indemnity limit shown in the schedule, or
  - the indemnity limit shown in the schedule if no specific extension limit applies
- other than above, is the indemnity limit shown in the schedule.

## Section 10 Personal Accident

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If <b>you</b>, or any partner, director or <b>employee</b> while working for <b>you</b>, sustain(s) accidental <b>bodily injury</b> caused by external violent and visible means arising out of and in the course of <b>your activities</b> during the <b>period of insurance</b>:</p> <p>a) which within 24 months is the sole cause of death or disablement, <b>we</b> will pay a benefit as defined under the Benefits for Personal Accident</p> <p>b) and as a result incur medical expenses, being 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 injured person, <b>we</b> will pay up to £2,500 for any <b>claim</b> for any one person</p> <p>c) and as a result need(s) in-patient hospital treatment, <b>we</b> will pay a benefit of £20 for each complete period of 24 hours stay in hospital up to £200 for any <b>claim</b> for any one person.</p>	<ol style="list-style-type: none"> <li>1. Accidental <b>bodily injury</b>:             <ol style="list-style-type: none"> <li>a) consisting solely of illness, disease or disorder</li> <li>b) to any person whose age is under 16 or more than 85 years at the time of the <b>bodily injury</b></li> <li>c) sustained outside the <b>territorial limits</b></li> <li>d) arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition</li> <li>e) caused by <b>you</b> or any partner, director or <b>employee</b>:                 <ol style="list-style-type: none"> <li>i. engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling</li> <li>ii. committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life</li> <li>iii. being under the influence of intoxicants or drugs unless under medical supervision</li> <li>iv. being pregnant or giving birth</li> <li>v. serving in the armed forces</li> </ol> </li> <li>f) resulting from any accident in connection with:                 <ol style="list-style-type: none"> <li>i. powered woodworking machinery other than portable hand tools</li> <li>ii. the use of scaffolding, other than tower scaffolding, unless professionally erected</li> <li>iii. tree felling and the lopping and topping of trees, unless such work is within the scope of the ordinary domestic gardener and there is no use of chainsaws.</li> </ol> </li> </ol> </li> <li>2. Any <b>claim</b> directly or indirectly caused by resulting from or in connection with <b>terrorism</b> involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause. If <b>we</b> allege that by reason of this exclusion any <b>claim</b> is not covered by this section the burden of proving the contrary shall be upon <b>you</b>.</li> </ol>

## Benefits for Personal Accident

- |   |   |   |
|---|---|---|
| 1 | Death   | death benefit shown in the schedule                       |
| 2 | Permanent total disablement, being either:  | )   |
|   | a) total and permanent loss of use of one or more entire hands or feet  | )   |
|   | b) total and irrecoverable loss of sight in one or both eyes  | ) permanent total disablement benefit shown in the        |
|   | c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing   | ) schedule  |
|   | d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation   | )   |
| 3 | Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with <b>your activities</b> , or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks | temporary total disablement benefit shown in the schedule |

## Claims settlement for Personal Accident

### LIMITS

**We** will pay the amount of benefit as shown in the schedule to **you** or at **your** request to the injured person or their legal personal representative.

- Only one of benefits 1, 2 a), b), c) or d) will be payable for the injured person for any one accident or for the same period of disablement.
- In the event of a **claim** under benefit 2, the policy will cease to apply to the injured person concerned.
- If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.
- Under benefit 3, **we** may make monthly payments on account.
- **We** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

The injured person will, if required by **us**, submit to a medical examination at **our** expense in connection with any **claim**.

## Section 11 Legal Expenses

SPECIAL NOTES (not forming part of the policy wording):

1. The cover under this section has been arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS).
2. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales, number 103274.
3. We are responsible for paying any claims under this section but DAS manage all claims matters and correspondence on our behalf. The legal advice service and claims handling service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.
4. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited. Registered in England and Wales, number 5417859.
5. Please also refer to the notes under 'MAKING A CLAIM' in the front of this policy.

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will indemnify the <b>insured person</b> for any <b>insured incident</b> detailed below arising in connection with <b>your activities</b> as long as:</p> <ol style="list-style-type: none"> <li>a) <b>reasonable prospects</b> exist for the duration of the claim; and</li> <li>b) the <b>date of occurrence</b> of the <b>insured incident</b> happens during the <b>period of insurance</b> and within the <b>countries covered</b>; and</li> <li>c) any legal proceedings will be dealt with by a court, or other body which <b>DAS</b> agrees to, within the <b>countries covered</b>.</li> </ol> <p><b>We</b> will pay an <b>appointed representative</b> on the <b>insured's</b> behalf <b>costs and expenses</b> incurred following an <b>insured incident</b> and any compensation awards that <b>DAS</b> has agreed to provided that:</p> <ol style="list-style-type: none"> <li>1. the most <b>we</b> will pay in <b>costs and expenses</b> if the <b>insured</b> does not use a <b>preferred law firm or tax consultancy</b> is the reasonable amount incurred taking into account what <b>we</b> would have paid to a <b>preferred law firm or tax consultancy</b></li> <li>2. in respect of an appeal or the defence of an appeal the <b>insured</b> must tell <b>DAS</b> within the time limits allowed that the <b>insured</b> wants to appeal Before <b>we</b> pay the <b>costs and expenses</b> for appeals <b>DAS</b> must agree that <b>reasonable prospects</b> exist</li> <li>3. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most <b>we</b> will pay in <b>costs and expenses</b> is the value of the likely award.</li> </ol> <p>In the event of a claim, if the <b>insured</b> decides not to use the services of a <b>preferred law firm or tax consultancy</b> the <b>insured</b> may be responsible for the difference in costs between what <b>we</b> would have paid a <b>preferred law firm or tax consultancy</b> and the costs charged by <b>your</b> law firm, accountant or other suitably qualified person.</p>	<p>All <b>insured incidents</b> do not cover:</p> <ol style="list-style-type: none"> <li>a) <b>costs and expenses</b> incurred before the written acceptance of a claim by <b>DAS</b></li> <li>b) fines, penalties, compensation or damages which the <b>insured person</b> is ordered to pay by a court, or other authority, other than compensation awards as covered under <b>insured incident</b> 1.c) i. Legal Defence</li> <li>c) any legal action an <b>insured person</b> takes which <b>DAS</b>, or the <b>appointed representative</b>, have not agreed to or where the <b>insured person</b> does anything that hinders <b>DAS</b> or the <b>appointed representative</b></li> <li>d) any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements</li> <li>e) any <b>insured incident</b> deliberately or intentionally caused by an <b>insured person</b></li> <li>f) any claim relating to rights under a franchise or agency agreement entered into by the <b>insured</b></li> <li>g) a dispute with <b>us</b> or <b>DAS</b> not otherwise dealt with under Special Condition 8 of this section</li> <li>h) any claim relating to a shareholding or partnership share in the <b>insured</b></li> <li>i) <b>costs and expenses</b> arising from or relating to judicial review, coroner's inquest or fatal accident This exclusion does not apply to insured event 5 – Personal Injury</li> <li>j) any claim where, either at the start of or during the course of a claim, the <b>insured</b>:             <ol style="list-style-type: none"> <li>i. is declared bankrupt</li> <li>ii. has filed a bankruptcy petition</li> <li>iii. has filed a winding-up petition</li> <li>iv. has made an arrangement with their creditors</li> <li>v. has entered into a deed or arrangement</li> <li>vi. is in liquidation or part or all of the <b>insured's</b> affairs or property are in the care or control of a receiver or administrator</li> </ol> </li> <li>k) any claim where the <b>insured person</b> brings legal action resulting from one or more incidents arising at the same time, or from the same originating cause, which could result in the court making a Group Litigation Order</li> <li>l) any claim relating to written or verbal remarks that damage the <b>insured person's</b> reputation</li> <li>m) any claim where an <b>insured person</b> is not represented by a law firm, barrister or tax expert.</li> </ol>

## Section 11 Legal Expenses

WHAT IS COVERED	WHAT IS NOT COVERED
<p>INSURED INCIDENT:</p>	<p>In addition to the section exclusions the following are not covered in respect of the <b>insured incident</b> against which they appear:</p>
<p>1 LEGAL DEFENCE</p> <p>At the <b>insured's</b> request:</p> <p>a) CRIMINAL PRE-PROCEEDINGS COVER:  <b>DAS</b> will defend the <b>insured person's</b> legal rights prior to the issue of legal proceedings when dealing with the:</p> <ul style="list-style-type: none"> <li>- Police</li> <li>- Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer</li> </ul> <p>where it is alleged that the <b>insured person</b> has or may have committed a criminal offence</p> <p>b) CRIMINAL PROSECUTION DEFENCE  <b>DAS</b> will defend the <b>insured person's</b> legal rights following an event arising in direct connection with <b>your activities</b> which leads to the <b>insured person</b> being prosecuted in a court of criminal jurisdiction</p> <p>c) DATA PROTECTION AND INFORMATION COMMISSIONER REGISTRATION  <b>DAS</b> will defend the <b>insured person's</b> legal rights:</p> <ul style="list-style-type: none"> <li>i. if civil action is taken against the <b>insured person</b> for compensation under section 13 of the Data Protection Act 1998  <b>We</b> will also pay any compensation award made against the <b>insured person</b> under section 13 of the Data Protection Act 1998.</li> <li>ii. in an appeal against the refusal of the Information Commissioner to register the <b>insured's</b> application for registration</li> </ul> <p>d) WRONGFUL ARREST  <b>DAS</b> will defend the <b>insured's</b> legal rights following civil action taken against the <b>insured</b> for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the <b>period of insurance</b></p> <p>e) STATUTORY NOTICE APPEALS  <b>DAS</b> will represent the <b>insured person</b> in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting <b>your activities</b> other than those issued in connection with the <b>insured's</b> licence, mandatory registration or British Standard Certificate of Registration</p> <p>f) JURY SERVICE AND COURT ATTENDANCE  <b>we</b> will pay for an <b>insured person's</b> absence from work to:</p> <ul style="list-style-type: none"> <li>i. perform jury service</li> <li>ii. attend any court or tribunal at the request of the <b>appointed representative</b></li> </ul> <p>The maximum <b>we</b> will pay is the <b>insured person's</b> net salary or wages for the time that they are absent from work less any amount the <b>insured</b>, the court or tribunal, pays to them.</p> <p>provided that:</p> <ul style="list-style-type: none"> <li>A. in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the <b>countries covered</b> shall be any place where the Act applies</li> <li>B. at the time of the <b>insured incident</b>, the <b>insured</b> has registered with the Information Commissioner in respect of <b>insured incident</b> 1.c) above.</li> </ul>	<p>Any claim:</p> <ul style="list-style-type: none"> <li>a) which leads to the <b>insured</b> being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle</li> <li>b) relating to a Statutory Notice issued by an <b>insured person's</b> regulatory or governing body.</li> </ul>

## Section 11 Legal Expenses

WHAT IS COVERED	WHAT IS NOT COVERED
<p>2 CONTRACT DISPUTES</p> <p><b>DAS</b> will negotiate for the <b>insured's</b> legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by, or on behalf of, the <b>insured</b> for the purchase, hire, sale or provision of goods or of services</p> <p>provided that:</p> <ul style="list-style-type: none"> <li>A. the amount in dispute exceeds £250 (including VAT)</li> <li>B. if the dispute relates to money owed to the <b>insured</b>, a claim under this section is made within 90 days of the money becoming due and payable</li> <li>C. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (including VAT).</li> </ul>	<ol style="list-style-type: none"> <li>1. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000.</li> <li>2. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the <b>date of occurrence</b> is within the first 90 days of the indemnity provided by this section.</li> <li>3. Any claim relating to the following:             <ol style="list-style-type: none"> <li>a) a dispute over the settlement amount payable under an insurance policy</li> <li>b) the:                 <ol style="list-style-type: none"> <li>i. sale</li> <li>ii. purchase</li> <li>iii. terms of a lease</li> <li>iv. licence</li> <li>v. tenancy</li> </ol>                     of land or buildings other than a dispute with a professional adviser in connection with these matters                 </li> <li>c) a loan, mortgage, pension, guarantee or any other financial product and choses in action</li> <li>d) a motor vehicle owned by, or hired by, or leased to, the <b>insured</b> other than agreements relating to the sale of motor vehicles where the <b>insured</b> is engaged in the business of selling motor vehicles.</li> </ol> </li> <li>4. A dispute with an <b>employee</b> or ex-<b>employee</b> which arises out of, or relates to, a contract of employment with the <b>insured</b>.</li> <li>5. A dispute which arises out of the:             <ol style="list-style-type: none"> <li>a) sale or provision of computer hardware, software, systems or services</li> <li>b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the <b>insured's</b> own specification.</li> </ol> </li> <li>6. A dispute arising from a breach or alleged breach of professional duty by an <b>insured person</b>.</li> <li>7. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.</li> </ol>
<p>3 DEBT RECOVERY</p> <p><b>DAS</b> will negotiate for the <b>insured's</b> legal rights, including enforcement of judgement, to recover money and interest due from the sale or provision of goods or services</p> <p>provided that:</p> <ul style="list-style-type: none"> <li>A. the debt exceeds £250 (including VAT)</li> <li>B. the claim is made within 90 days of the money becoming due and payable</li> <li>C. <b>DAS</b> has the right to select the method of enforcement or to forego enforcing judgement if they are not satisfied that there are or will be sufficient assets available to satisfy judgement.</li> </ul>	<ol style="list-style-type: none"> <li>1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.</li> <li>2. Any claim relating to the following:             <ol style="list-style-type: none"> <li>a) the settlement payable under an insurance policy</li> <li>b) the:                 <ol style="list-style-type: none"> <li>i. sale</li> <li>ii. purchase</li> <li>iii. terms of a lease</li> <li>iv. licence</li> <li>v. tenancy</li> </ol>                     of land or buildings                 </li> <li>c) a loan, mortgage, pension, guarantee or any other financial product and choses in action</li> <li>d) a motor vehicle owned by or hired by or leased to the <b>insured</b> other than agreements relating to the sale of motor vehicles where the <b>insured</b> is engaged in the business of selling motor vehicles.</li> </ol> </li> <li>3. A dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services.</li> <li>4. The recovery of money and interest due from another party where the other party intimates that a defence exists.</li> <li>5. Any dispute which arises from debts the <b>insured</b> has purchased from a third party.</li> </ol>

## Section 11 Legal Expenses

WHAT IS COVERED	WHAT IS NOT COVERED
<p>4 PROPERTY PROTECTION</p> <p><b>DAS</b> will negotiate for the <b>insured's</b> legal rights in any civil dispute relating to material property which is owned by or the responsibility of the <b>insured</b> provided that the <b>insured</b> has established the legal ownership or right to the land that is the subject of the dispute following:</p> <ul style="list-style-type: none"> <li>a) any event which causes physical damage to such material property, or</li> <li>b) a legal nuisance, or</li> <li>c) a trespass.</li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>a) a contract entered into by the <b>insured</b></li> <li>b) goods in transit or goods lent or hired out</li> <li>c) goods at premises other than those occupied by the <b>insured</b> unless the goods are at such premises for the purpose of installations or use in work to be carried out by the <b>insured</b></li> <li>d) mining subsidence</li> <li>e) defending the <b>insured's</b> legal rights other than in defending a counter-claim</li> <li>f) a motor vehicle owned by, or used by, or hired by, or leased to, an <b>insured person</b> other than damage to motor vehicles where the <b>insured</b> is engaged in the business of selling motor vehicles</li> <li>g) the enforcement of a covenant by or against the <b>insured</b>.</li> </ul>
<p>5 PERSONAL INJURY</p> <p>At the <b>insured's</b> request, <b>DAS</b> will negotiate for an <b>insured person's</b> and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>a) any illness or bodily injury, that develops gradually</li> <li>b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury</li> <li>c) defending an <b>insured person's</b> and their family members' legal rights other than in defending a counter-claim</li> <li>d) clinical negligence.</li> </ul>
<p>6 TAX PROTECTION</p> <p><b>DAS</b> will negotiate on behalf of the <b>insured</b> and at the request of the <b>insured</b>, the directors, trustees and partners of the <b>insured</b> in the event that one of the following enquiries is undertaken in direct connection with <b>your activities</b>:</p> <ul style="list-style-type: none"> <li>a) a tax enquiry, being a written notice of enquiry, issued by HM Revenue &amp; Customs, to carry out an Income Tax or Corporation Tax compliance check which either: <ul style="list-style-type: none"> <li>i. includes a request to examine any aspect of the <b>insured's</b> books and records; or</li> <li>ii. advises of a check of the <b>insured's</b> whole tax return</li> </ul> </li> <li>b) a Charity Commission enquiry, being an investigation by the Charity Commission into the <b>insured's</b> business accounts</li> <li>c) an employer compliance dispute, being a dispute with HM Revenue &amp; Customs concerning the <b>insured's</b> compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations</li> <li>d) a VAT dispute, being a dispute with HM Revenue &amp; Customs following the issue of an assessment, written decision or notice of a civil penalty relating to the <b>insured's</b> VAT affairs</li> </ul> <p>provided that the <b>insured</b> has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.</p>	<p>Any claim:</p> <ul style="list-style-type: none"> <li>a) arising from a tax avoidance scheme</li> <li>b) caused by the failure to register for Value Added Tax or Pay As You Earn</li> <li>c) arising from any investigation or enquiries by with or on behalf of HM Revenue &amp; Customs Special Investigation Section Special Civil Investigations Criminal Investigations Unit Criminal Taxes Unit under Public Notice 160 or by the Revenue and Customs Prosecution Office</li> <li>d) arising from any investigation or enquiry by HM Revenue &amp; Customs into alleged dishonesty or alleged criminal offences</li> <li>e) relating to import or excise duties and import VAT.</li> </ul>

# Claims settlement for Legal Expenses

## LIMITS

The most **we** will pay for all:

- compensation awards in any one **period of insurance** is £1,000,000
- claims under this section resulting from one or more events arising at the same time or from the same originating cause is the indemnity limit shown in the policy schedule.

## Special conditions for Legal Expenses

### 1 YOUR REPRESENTATION

- a) On receiving a claim, if representation is necessary, **DAS** will appoint a **preferred law firm or tax consultancy** or in-house lawyer as the **insured's appointed representative** to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm or tax consultancy** or **DAS's** in-house lawyer cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm or tax expert to act as the **appointed representative**. **DAS** will choose the **appointed representative** to represent the **insured** in any proceedings where **we** are liable to pay a compensation award.
- c) If the **insured** chooses a law firm as their **appointed representative** who is not a **preferred law firm or tax consultancy**, **DAS** will give the **insured's** choice of law firm the opportunity to act on the same terms as a **preferred law firm or tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the reasonable amount incurred taking into account what **we** would have paid to a **preferred law firm or tax consultancy**.
- d) The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.

### 2 YOUR RESPONSIBILITIES

An **insured person** must:

- a) co-operate fully with **DAS** and the **appointed representative**
- b) give the **appointed representative** any instructions that **DAS** ask them to.

### 3 OFFERS TO SETTLE A CLAIM

- a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without the written consent from **DAS**.
- b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle a claim in their name. An **insured person** must allow **DAS** to pursue at **our** expense and for the **insured person's** benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.
- d) Where a settlement is made on a without-cost basis **DAS** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

### 4 ASSESSING AND RECOVERING COSTS

- a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
- b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

### 5 CANCELLING AN APPOINTED REPRESENTATIVE'S APPOINTMENT

If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once unless **DAS** agree to appoint another **appointed representative**.

### 6 WITHDRAWING COVER

If an **insured person** settles a claim or withdraws their claim without **DAS's** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to re-claim any **costs and expenses we** have paid.

### 7 EXPERT OPINION

**DAS** may require the **insured** to get, at the **insured's** own expense, an opinion from an expert, that **DAS** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **insured** and **DAS**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.

## Special conditions for Legal Expenses

### 8 ARBITRATION

If there is a disagreement between the **insured** and **DAS** about the handling of a claim and it is not resolved through **DAS's** internal complaints procedure the **insured** may be able to contact the Financial Ombudsman Service for help.

In instances where the Financial Ombudsman Service cannot help (e.g. the **insured** is not an eligible complainant) there is a separate arbitration process.

The arbitrator will be a barrister chosen jointly by the **insured** and **DAS**.

If there is a disagreement over the choice of arbitrator **DAS** will ask the Chartered Institute of Arbitrators to decide.

All costs of resolving the matter must be paid by the party whose argument is rejected.

If a decision is not clearly made against either party the arbitrator will decide how the costs are shared.

### 9 KEEPING TO THE TERMS OF THIS SECTION

An **insured person** must:

- a) keep to the terms and conditions of this section and of the policy
- b) take reasonable steps to avoid and prevent claims
- c) take reasonable steps to avoid incurring unnecessary costs
- d) send everything **DAS** ask for in writing, and
- e) give **DAS** full and factual details of any claim and give **DAS** any information they need
- f) report any claim to **DAS** as soon as they become aware of it and within 180 days of the **date of occurrence**.

### 10 LAW THAT APPLIES

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your** business is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## General Exclusions

(Applicable to the whole policy except where varied under the Legal Expenses section or otherwise stated)

This policy does not cover:

### 1. RADIOACTIVE CONTAMINATION

any expense, consequential loss, legal liability or **damage** to any property directly or indirectly arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

This exclusion does not apply to any cover for:

- Employers Liability except in respect of liability of any principal and liability assumed by agreement or Personal Accident.

### 2. WAR RISKS

any contingency, liability or **damage** occasioned by or happening through war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power or martial law.

This exclusion does not apply to any cover for Employers Liability.

### 3. SONIC BANGS

**damage** arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 4. CONFISCATION

**damage** caused by or happening through confiscation or destruction or requisition by order of any government or any public authority.

### 5. TERRORISM

any **claim** directly or indirectly caused by, resulting from or in connection with **terrorism** regardless of any other contributory cause.

This insurance also excludes any **claim** directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**.

If **we** allege that by reason of this exclusion any **claim** is not covered by this policy the burden of proving the contrary shall be upon **you**.

This exclusion does not apply to any cover for:

- Public and Products Liability, Employers Liability, Personal Accident and Legal Expenses.

### 6. POLLUTION OR CONTAMINATION

- a) in respect of any cover for **your** insured property of any description, including electronic data, Business Interruption or Book Debts

pollution or contamination except (unless otherwise excluded) **damage** caused by:

- i. pollution or contamination which itself results from fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures
- ii. fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures which itself results from pollution or contamination.

- b) in respect of any cover for liability to third parties

liability arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Pollution or contamination shall be deemed to mean:

- i. all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
- ii. all **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination.

### 7. INDIRECT LOSS

any indirect losses which result from the event that caused **you** to make a **claim**, except as specifically provided for under this policy.

This exclusion does not apply to any cover for:

- Public and Products Liability, Employers Liability, Professional Indemnity, Personal Accident, Trustees and Directors Indemnity or Legal Expenses

### 8. MORE SPECIFIC INSURANCE

property more specifically insured under another policy.

## General Exclusions

This policy does not cover:

### 9. DATE RELATED COMPUTER FAILURE

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

- a) correctly to 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:  
fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation

if covered by this policy.

This exclusion does not apply to any cover for:

- Employers Liability or Personal Accident.

### 10. ELECTRONIC RISKS

- a) in respect of any cover for property of any description, including electronic data, Business Interruption or Book Debts
  - i. **damage** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is directly or indirectly
  - ii. consequential losscaused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

- b) in respect of any cover for liability to third parties including Public and Products Liability and Trustees and Directors Indemnity

liability arising from **damage** to information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware.

This exclusion does not apply to any cover for Employers Liability.

### 11. ASBESTOS

in respect of any cover for liability to third parties including Public and Products Liability and Trustees and Directors Indemnity

liability arising directly or indirectly from:

- a) any 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 activities** or any contract work undertaken and:
  - i. **you** have complied with any legal obligations to manage **asbestos** and
  - ii. any discovery of **asbestos** by **you** is unintentional and accidental and
  - iii. where, upon discovery of **asbestos**, all work immediately stops and
  - iv. 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.
- b) fears of the consequences of exposure to, or inhalation of **asbestos**.

This exclusion does not apply to any cover for Employers Liability.

### 12. CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE

any liability, fines, costs or expenses of whatsoever nature arising from or related to any action brought against **you**, or any other company or organisation insured by this policy, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation, except as provided by the Corporate Manslaughter extensions to the Employers Liability and Public and Products Liability sections to this policy.

This exclusion does not apply to any cover for Legal Expenses.

# General Conditions

(Applicable to the whole policy except where varied under the Legal Expenses section or otherwise stated)

NOTE – Reference to **claim** in these General Conditions is deemed also to refer to **claim made**.

## 1. COOLING-OFF (PRIVATE CUSTOMERS ONLY)

If **you** are an individual person and any part of the insurance by this policy has been requested by **you** for purposes which are outside **your** trade, business or profession then the following cooling-off and cancellation conditions apply.

**Your** right to cancel in the cooling-off period:

If at inception or renewal of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, **you** change **your** mind and no longer require the cover then **you** have 14 days (cooling-off period) from either the date **you** received the full documentation or the date the cover commenced, whichever is the later, to tell **us**, or **your** insurance advisor, in writing that **you** wish to cancel the policy. In such circumstances **we** will make a full refund of premium.

If the policy is not cancelled within the cooling-off period, then the insurance is in force and **you** are committed to pay the premium.

## 2. CANCELLATION (OTHER THAN COOLING-OFF IN GENERAL CONDITION 1)

**Your** right to cancel:

- **You** can cancel this policy providing **you** give **us** notice in writing (including electronic format).
- As long as **you** have not made a **claim** **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- If **you** have made a **claim** in the current **period of insurance** then the full annual premium is due and no refund will be allowed.
- If the premium is paid by instalments then any premium owing for the remainder of the **period of insurance** must be paid by **you** or it will be deducted from any **claim** settlement.

**Our** right to cancel (14 days notice)

**We** have the right to cancel the policy by giving **you** 14 days notice in writing sent by special delivery to **your** last known address.

Valid reasons for cancelling **your** policy may include, but are not limited to:

- a criminal conviction incurred by **you**, or any **trustee or director** of **yours**, which results in a custodial sentence
- continuation of the policy which would result in **us** breaching any applicable law or regulation that applies to the policy
- **us** reasonably suspecting fraud.

If **we** cancel the policy **we** will refund the premium (unless stated otherwise within the policy) for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.

**Our** right to cancel (non-payment of premium)

Unless otherwise agreed by **us** in writing, if the premium is:

- payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due
- not payable by instalments and the payment is not received by the due date, the policy will be cancelled from the date the payment was due.

**We** will not cancel the policy for failure to pay the premium or instalment of premium if such failure is due to error on **our** part or on the part of **your** insurance advisor, bank or building society.

## 3. MISREPRESENTATION OR NON-DISCLOSURE

It is **your** legal duty to make a fair presentation of the information required by **us** to provide the insurance by this policy.

**We** will treat the policy as void (i.e. as if it had not existed) if there is any deliberate or reckless misrepresentation or non-disclosure of any material circumstance and there will be no return of premium.

Where any misrepresentation or non-disclosure of any material circumstance is not deliberate or reckless and if the material particular(s) had been fairly presented or disclosed **we** would:

- a) not have agreed to provide the insurance on any terms, **we** have the right to treat the policy as void (i.e. as if it had not existed) and **we** will return the premium paid.
- b) not have charged additional premium but would have entered into the policy on different terms, **we** have the right to impose those additional terms from inception of the policy or the date the risk changed.
- c) have charged a higher premium, **we** have the right to limit the amount of any **claim** payment under the policy to the same proportion that the premium charged bears to the higher premium.

**Our** rights under b) and c) above may both apply at the same time.

## 4. FRAUD

If **you** or anyone acting for **you**:

- make(s) a false or fraudulent **claim**
- support(s) a **claim** by any fraudulent document, device or statement

then **we**:

- will not pay the **claim** and **we** have the right to recover from **you** any part payments made prior to discovery of the fraudulent act
- retain the right to:
  - a) refuse any **claim** arising after a fraudulent act
  - b) cancel the policy from the date of a fraudulent act even if the policy expired before the discovery of the fraudulent act
  - c) keep the premium.

**We** will still remain responsible for legitimate **claims** before the fraudulent act.

## General Conditions

### 5. CLAIMS PROCEDURE (YOUR DUTIES)

Contact details can be found under Making A Claim.

Special conditions apply for legal expenses that are under the Legal Expenses section

When **you** become aware of a possible **claim** under this policy **you** shall (at **your** expense):

- notify **us** immediately
- immediately tell the police if **damage** is caused by theft, attempted theft, malicious acts, riot or civil commotion
- take all practical steps to recover any property lost or to minimise the **damage**
- within 30 days (7 days in the case of **damage** by riot, civil commotion, strikers, labour disturbances and malicious persons) advise **us** in writing giving full details, and complete **our** appropriate claim form
- in respect of any **claim** for Business Interruption, submit to **us** within 30 days after the expiry of the **indemnity period**, or within such further time as **we** may in writing allow, a statement setting out particulars of the **claim** together with details of all other insurances covering any part of the **damage** or resulting business interruption
- give all assistance, information and documentation **we** may reasonably require within any timescales **we** may set at the time
- send to **us**, unanswered, every writ, summons or other communication immediately it is received
- send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**
- if **we** require, provide to **us** a statutory declaration of the truth of the **claim**.

When **you** become aware of a possible **claim** under this policy **you** shall not:

- admit, deny, negotiate or settle a **claim** without **our** written consent
- abandon any property to **us**.

### 6. CLAIMS PROCEDURE (OUR RIGHTS)

Special conditions apply for legal expenses that are under the Legal Expenses section

If **you** make a **claim** under this policy **we** have the right:

- to enter any building where **damage** has occurred and take, and keep, possession of any property covered by this policy
- to the salvage of any property covered by this policy
- at any time to start, take over, defend and conduct any legal action or prosecution in **your** name
- to settle any liability **claim** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability
- to arrange a post mortem at **our** expense in the event of a death benefit **claim** under the Personal Accident or Personal Accident Assault cover.

### 7. SUBROGATION

Before or after **we** settle any **claim** under this policy **you** shall, at **our** request and at **our** expense do, or permit to be done, anything necessary or reasonably required by **us** in order to:

- enforce any rights and remedies against
- obtain relief or indemnity from

other parties, to which **we** would be entitled after settlement of that **claim**.

### 8. CLAIMS SETTLEMENT

Where more than one **excess** applies to any one **claim** only the highest **excess** will be deducted from the amount of settlement.

### 9. OTHER INSURANCE

- If at the time of a **claim** there is any other insurance covering anything insured by this policy, other than in respect of insurances for legal liabilities, Money or Personal Accident, **we** will only pay **our** proportionate share.
- In respect of any covers, including their respective extensions and endorsements, for legal liabilities or Money (but not Personal Accident or Personal Accident Assault) **we** will only pay for any amount over the limit obtainable under such other insurance which is or would be payable but for the existence of this policy.
- In respect of any covers, including their respective extensions and endorsements, for Personal Accident or Personal Accident Assault, irrespective of the number of policies issued by **us**, **we** will not pay benefits for the same insured person under more than one policy for any one occurrence. The policy or section that provides the greatest benefit will apply.
- If any other insurance is subject to any condition of underinsurance (average) the appropriate cover under this policy will be subject to the same condition of underinsurance (average) if it is not already included.

### 10. ARBITRATION

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

- an agreed arbitrator, or if an arbitrator cannot be agreed
- 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. RIGHTS OF THIRD PARTIES

A person or company who is not 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.

## General Conditions

### 12. REASONABLE CARE

At all times **you** must take all reasonable steps to:

- prevent or minimise **damage** or **bodily injury**
- protect the property covered under this policy
- maintain the property covered under this policy in a good state of repair
- exercise and use reasonable care in the selection and supervision of **employees**
- comply with all statutory and other obligations and regulations imposed by any authority
- make safe or repair any defects in the property covered under this policy immediately they are identified.

### 13. ALTERATION OF RISK

The policy will be cancelled at the date any of the undermentioned alterations occur after the start of the policy unless **we** agree otherwise in writing:

- **your** interest ceases, except by will or operation of law
- an administrator, liquidator or receiver is appointed or if **you** enter into a voluntary arrangement
- any change, or additional circumstance, which increases the risk of **damage**, accident or liability, such as:
  - a) the **buildings** being, or expected to be, **unoccupied**
  - b) structural alterations or major repairs
  - c) any demolition, groundwork, excavation or construction being carried out adjacent to the **premises**
  - d) changes in, or additions to, **your** organisation, **your activities**, the **premises** or its use.

If **we** agree to maintain or amend cover **we** have the right to charge additional premium and, if necessary, amend the terms of cover from the date of the alteration.

Ansvar Insurance  
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Ansvar Insurance, is a business division of Ecclesiastical Insurance Office plc (EIO) Reg No 24869. EIO is registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom.

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Phone: 0800 111 6768

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**ansvar**

Proudly part of the BENEFACT GROUP 

## Terms of business

Please read this document carefully as it sets out our terms and contains important regulatory and statutory information.

### Accepting our terms of business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

### How we are regulated

Definitions - We/us/our means PolicyBee Ltd, 14 Brightwell Barns, Waldringfield Road, Ipswich IP10 0BJ.

Status - PolicyBee Ltd is an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN. Our FCA register number is 945969.

This can be checked by clicking here, <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

### If you have a complaint

We aim to provide you with a high level of customer service at all times. If you're not satisfied in any way, please contact Kerri-Ann Hockley, Director of Customer Service, on 0345 222 5364 or by emailing her - [kerri-ann@policybee.co.uk](mailto:kerri-ann@policybee.co.uk).

We'll follow our complaint handling procedure, available on request. If you're still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service. Further details can be obtained here: <https://www.financial-ombudsman.org.uk/publications/ordering-leaflet/leaflet>.

### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business/circumstances of the claim. Further details are available by downloading the [Protecting your Money FSCS Leaflet](#) (pdf).

### Our services

We're a broker. That means we do not underwrite your insurance. Instead we arrange cover for you with one of the insurers we work with.

As an advised broker we assess your individual needs and make a considered personal recommendation about your insurance. Also assisting you with any policy changes you want to make, or your insurer makes, and helping you with any claims.

By accessing our diverse panel of insurers, we conduct a fair market analysis specifically tailored to meet your individual needs and demands. Sometimes, this means we'll only offer products from a single insurer, but we'll let you know who this is.

We act as your agent when finding your insurance and putting it in place, and when you make a claim. We act as the insurer's agent when we collect your premium and we'll let you know if there are other situations where we are acting on behalf of the insurer.

### Our remuneration and fees

Remuneration is commission paid to us, which is a percentage of the premium paid by you; commission may well include a profit share arrangement that your policy may contribute towards. We are committed to ensuring complete transparency of our remuneration and we will, at your request fully disclose our remuneration.

Some insurers may charge a fee, we'll agree this with you before you purchase the policy. We do not charge any additional fees (payable by you) for handling your insurance or arranging premium finance.

### Your responsibilities - Fair presentation of risk

Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately.

You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information.

If you feel you have not been able to do so, please advise us, so we can allow underwriters to make further enquiries if they wish to do so.

You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith.

Any deliberate or reckless misrepresentation may involve part, or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

## **Security**

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

## **GDPR/Data Protection - how we use your data**

We treat your personal information as private and confidential, and we're registered with the Information Commissioner's Office (ICO) as a Data Controller. We comply with the UK General Data Protection Regulation (UK-GDPR), Data Protection Act 2018 (DPA2018) and Privacy and Electronic Communications Regulations (EC Directive) when handling your personal data. If you'd like specific information on how we use your personal data, and other rights you have under these regulations, such as 'Right of Access'. You can review our privacy notice at:

<https://www.policybee.co.uk/privacy-notice>.

Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

## **Credit checks**

To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether your applications proceed.

Unless you contact us to confirm you do not want these searches to be carried out we will assume your consent has been given and proceed as above.

## **Claims**

You must notify us as soon as possible of a claim and circumstances which may give rise to a claim. In the event of a claim you should contact us and we will promptly advise you and pass all details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. If an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

## **Handling your money**

We collect and hold money in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows FCA rules introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us.

Our financial arrangement with one insurance company is on a 'Risk Transfer' basis. In these circumstances such monies are deemed to be held by the insurer with which your insurance is arranged.

## **Cancellation clause**

Your insurance may include a cancellation clause. Full cancellation details will be explained to you during the negotiation process. If you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned if the insurance is cancelled after inception, our commission will not usually be returnable.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Valid reasons may include but are not limited to non-payment of premium, failure to provide requested information, deliberate failure to comply with terms, deliberate misrepresentation or non-disclosure or attempted fraud, removal of the product from the market by us or the insurer, change of insurer or broker appetite.

**Financial crime**

The National Crime Agency (NCA) requires us to report any suspicious transactions to them. We also carry out checks of the consolidated list of financial sanctions targets designated by the United Nations, The European Union, The USA and the United Kingdom for all customer transactions. In these circumstances, we might ask for evidence of your identity. This could mean we ask to see your passport, a utility bill or a bank statement. We may request your date of birth or nationality. For companies, we might want to see your Certificate of Incorporation or we may check the Companies House register.

We are obliged to report evidence of suspicion of financial crime to the relevant authorities at the earliest opportunity and may be prohibited from disclosing any such report to you.

If sanctions apply we are obliged to report the transaction to the relevant authorities and, in such cases, we shall not make any further payments or process already notified claims and insurers may invoke cancellation rights to terminate affected insurance contracts.

**Conflict of Interest**

Occasions can arise where we, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

**Health & Safety**

We cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation.

**How to cancel your insurance**

You can request cancellation of your policy by giving us one month's notice without cause or penalty by email, phone, web form or letter. In this event we will be entitled to retain the commission payable. The responsibility for handling claims reported after the date of termination shall, in the absence of an express agreement, be the responsibility of the party taking over the role.

**Refusal of service**

We reserve the right to refuse service to any customer at our discretion without the need for justification or explanation.

**Quality Assurance**

Files may be audited by us or your insurer for quality assurance purposes. This may include using public and personal data from a variety of sources.

**Law and jurisdiction**

The insurance policy offered is strictly available to individuals aged 18 years or older, ensuring compliance with legal requirements and promoting responsible insurance practices.

These terms of business are written according to English law. Any legal action or proceedings arising out of or in connection with these terms of business fall under the jurisdiction of English courts.

We may change the terms of this agreement from time to time to reflect changes in our services or where changes are required due to legal or regulatory developments.

### **PolicyBee Ltd's Fair Processing Notice**

We collect and process your information to provide insurance policies and to process claims. We also use your information for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from third parties such as insurers, loss adjusters, or our regulators.

If you have questions or concerns about how your information has been used, please call us on 0345 222 5399 or email [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk).

For more information about how we process your information and your rights regarding your personal information please see our full privacy notice at: [www.policybee.co.uk/privacy-notice](http://www.policybee.co.uk/privacy-notice).

### **Ansvar Insurance's Fair Processing Notice**

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

The data controller in respect of any personal data which we may hold about you or process is Ecclesiastical Insurance Office plc who you can contact via the Data Protection Officer, at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW or on **0345 6073274** or email [compliance@ansvar.co.uk](mailto:compliance@ansvar.co.uk).

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 and business management. This may 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, service providers, professional advisors, external independent financial advisers (IFAs) or business partners and our regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that your personal information is protected.

#### **Special Categories of Data**

In order to provide your insurance policy or when making a claim, we may need to collect or process information relating to your or a dependant's health or criminal convictions. As this is 'sensitive personal data' we are required to obtain your consent to process this information. If you do not consent to us processing this information we may be unable to provide your insurance policy or process any claim. You are entitled to withdraw this consent at any time. However, withdrawing your consent may mean we are unable to continue providing your cover meaning your insurance policy may be cancelled. Your policy terms and conditions set out what will happen in the event your policy is cancelled.

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 may check your details with various fraud prevention and credit reference agencies. If you make a claim, we will share your information (where necessary) with other companies 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, details will be passed to fraud prevention agencies including Claims and Underwriting Exchange, run by MIB and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

#### **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 on our website [www.ansvar.co.uk/privacypolicy](http://www.ansvar.co.uk/privacypolicy) or contact our Data Protection Officer.

This notice replaces any privacy notice which is contained in your policy or in any other documentation we have sent to you.

## **DAS data protection**

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company (DAS), who are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS may collect personal details, including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place, and this may include underwriting, claims handling and providing legal advice. DAS will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

### **Who DAS are**

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by DAS and members of the DAS UK Group are covered by their individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### **How DAS will use your information**

DAS may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice, DAS may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer their claim.

DAS will take all steps reasonably necessary to ensure that the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via DAS' website.

### **What is DAS' legal basis for processing your information?**

It is necessary for DAS to use personal information to perform their obligations in accordance with any contract that they may have with the person taking out this policy. It is also in their legitimate interest to use the personal information for the provision of services in relation to any contract that they may have with the person taking out this policy.

### **How long will your information be held for?**

DAS will retain personal data for 7 years. DAS will only retain and use personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you no longer want DAS to use the personal data, please contact them at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### **What are your rights?**

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer at:  
DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.  
Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### **How to make your complaint**

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance, using the details above.

If you remain dissatisfied the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:  
Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.  
[www.ico.org.uk](http://www.ico.org.uk).

### CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

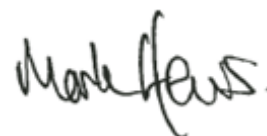
*(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy)*

- |                                       |                |
|---------------------------------------|----------------|
| 1. Policy number:                     | 14908237       |
| 2. Name of policyholder:              | Pars Community |
| 3. Date of commencement of insurance: | 10/02/2026     |
| 4. Date of expiry of insurance:       | 21/01/2027     |

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b)
2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

For and on behalf of **ANSVAR INSURANCE**  
A business division of Ecclesiastical Insurance Office plc



Mark Hews, Group Chief Executive Officer

#### Notes:

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

#### IMPORTANT NOTICE TO POLICYHOLDERS

Under the terms of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 the requirement to display a certificate will be satisfied if it is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

Certificates of Insurance must clearly state the name of the policyholder and, where applicable, make reference to insured subsidiary companies.

As required by your policy terms, any change to the name of the policyholder or the formation, acquisition or divestment of subsidiary companies must be notified to Ansva.

If you have any associated companies you will need to have separate cover.

## **PUBLIC LIABILITY COVER CONFIRMATION**

This is to confirm that Ansvar Insurance, a business division of Ecclesiastical Insurance Office plc, is providing the following insurance cover:

Policy number:	14908237
Policyholder:	Pars Community
Period of insurance:	10/02/2026 to 21/01/2027
Public and Products Liability indemnity limit:	£5,000,000

**Important Notes:**

1. The above details are a brief synopsis of cover. Other exclusions, limitations and restrictions apply that will only be identified from a full reading of the policy, its schedule, any endorsements and certificates.
2. Cover is subject to the terms and conditions of the policy.