

**EXTRA COVER**  
INSURANCE

# Policy for Cricket Clubs



SUPPORTED BY



Exclusively arranged by Marshall Wooldridge Ltd

**marshall wooldridge**  
Chartered Insurance Brokers

UNDERWRITTEN BY

**Allianz** 



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## Introduction

Thank you for choosing Allianz Insurance plc.

We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly.

Should you need further details or have any questions your insurance advisor Marshall Wooldridge will be delighted to help.

### Important

**This document provides details of your Policy and the terms and conditions that apply.**

**Please read it carefully.**

Your ExtraCover **Policy** is made up of several parts which must be read together as they form your contract. Please take time to read all parts of the **Policy** to make sure they meet your needs and that you understand the terms, exclusions and conditions. If there is anything you do not understand, please let Marshall Wooldridge know; they will be pleased to help.

The parts of the **Policy** which form your contract of insurance with Allianz Insurance plc are:

- the Introduction
- the ExtraCover Insurance Application being the proposal/presentation of the risk supplied by you or on your behalf
- the Insuring Clause; the **Policy** Definitions; the **Policy** Conditions and **Policy** Exclusions, all of which apply to all **Sections** of the **Policy**
- the **Sections** of cover selected by you (as shown on the **Schedule**)
- the Exclusions and Conditions which apply to the **Sections** selected by you
- the **Schedule**, which includes all clauses applied to the **Policy** while the **Policy** is in force
- the security requirements.

Cover is only operative if stated in the **Schedule**.

Any word or expression in the **Policy** which has a specific meaning has the same meaning wherever it appears in the **Policy**, unless stated otherwise.

# Insuring Clause

In consideration of payment of the premium the **Insurer** will indemnify or otherwise compensate the **Insured** against loss, destruction, damage, **Injury** or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of it) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which the **Insurer** agrees to accept a renewal premium

For Allianz Insurance plc

A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a checkmark-like flourish at the beginning.

Jonathan Dye

Chief Executive

# Policy Definitions

The following definitions apply to this **Policy** (unless amended by **Section** Definitions) and are denoted by **bold type** throughout this **Policy**.

## Building(s)

**Buildings** belonging to the **Insured** or for which they are responsible at the **Premises**, including

- tenants' improvements, landlord's fixtures and fittings, walls, gates and fences and in so far as they are not otherwise insured and for which the **Insured** is responsible
- fixed glass and sanitaryware
- small outside buildings, annexes, gangways, conveniences and other small structures
- extensions communicating with the buildings
- roads, car parks, yards, paved areas, pavements, footpaths, grounds and playing areas
- security cameras and lights, external lighting, floodlighting and lighting standards
- fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control gears and accessories extending to the public mains

## Business

The **Business** Description stated in the **Schedule**

## Damage/Damaged

Accidental loss or destruction of or damage to **Property Insured**

## Endorsement

Any variation or addition to the terms of this **Policy**

## Excess

The first part of each and every claim, for which the **Insured** is responsible

## General Contents

Machinery, plant, all other contents and **Stock** belonging to the **Insured** or held by the **Insured** in trust and for which the **Insured** are responsible (other than **Ground Machinery**, landlord's fixtures and fittings and other **Property** specifically described in the **Schedule**) whilst in or on the **Buildings**, including

- tenants' improvements, alterations and decorations
- fixed glass and sanitaryware
- contents in the open yards
- deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records
- computer systems records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding £10,000 in total
- patterns, models, moulds, plans or designs and in so far as they are not otherwise insured
- **Employees', Members'** and visitors' personal effects of every description (other than motor **vehicles**), for an amount not exceeding £500 for any one person
- Wines, spirits, cigarettes and tobacco for no more than 10% of the **Sum Insured** for **General Contents** or £3,000 in total, whichever is the less

## Goods

Goods belonging to the **Insured** or held by the **Insured** in trust and for which the **Insured** are responsible

## Ground Machinery

Agricultural, Horticultural and Gardening Equipment belonging to the **Insured** or held by the **Insured** in trust and for which the **Insured** are responsible used by the **Insured** for maintenance of the cricket square(s), cricket field(s) gardens and landscaped grounds

**Insured**

Officers and **Members** of the cricket club named and shown in the **Schedule**

**Insurer**

Allianz Insurance plc

**Member**

Any official, trustee, committee member, individual member or volunteer of the **Insured** Club

**Money**

Cash, bank and currency notes, telephone cards, cheques, crossed bankers drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps, Holiday with Pay stamps, National Savings stamps, National Savings certificates, Premium Bonds, credit sales vouchers or receipts, VAT purchase invoices, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to the **Insured** or for which the **Insured** are responsible

**Period of Insurance**

The period from the Effective Date to the Renewal Date as shown in the **Schedule**

**Policy**

The contract of insurance formed of the documents described in the Introduction

**Premises**

The address stated in the **Schedule**

**Property/Property Insured**

**Buildings, General Contents, Stock, Ground Machinery** and other items shown and/or described in the **Schedule**

The **Insurer** agrees to accept the heading under which any **Property** or other item has been entered in the books of the **Insured**

**Schedule**

The part of this **Policy** that details information forming part of this contract of insurance and that shows the **Sections** of this **Policy** that are operative

**Section/Sections/Additional Covers**

The parts of this **Policy** that detail the insurance cover provided by this **Policy**

**Stock**

All **Stock** and materials in trade belonging to the **Insured** or held by the **Insured** in trust and for which the **Insured** are responsible, whilst in the **Buildings** or in the open yards

**Sum Insured/Sums Insured**

The maximum amount the **Insurer** will pay for each item insured under any **Section**

**Terrorism**

An act of **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any **Section** of the public in fear

**Total Sum Insured**

The total amount payable by the **Insurer** under any **Section**

**Transit**

Carrying **Goods** in connection with the **Business** by any means of transit including loading and unloading **Goods**

**United Kingdom**

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

**Vehicle**

Any **vehicle** owned or operated by any authorised **Member** or **Employee** of the **Insured**

# Policy Conditions

Applicable to the Policy unless stated to the contrary under the conditions in the Sections

## 1 Fair Presentation of the Risk

- a The **Insured** must make a fair presentation of the risk to the **Insurer** at inception, renewal and variation of the **Policy**.
- b The **Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
  - i deliberate or reckless; or
  - ii of such other nature that, if the **Insured** had made a fair presentation, the **Insurer** would not have issued the **Policy**.The **Insurer** will return the premium paid by the **Insured** unless the failure to make a fair presentation is deliberate or reckless.
- c If the **Insurer** would have issued the **Policy** on different terms had the **Insured** made a fair presentation, the **Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but the **Insurer** may instead:
  - i reduce proportionately the amount paid or payable on any claim, the proportion for which the **Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **Insurer** would have charged had the **Insured** made a fair presentation; and/or
  - ii treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as the **Insurer** would have imposed had the **Insured** made a fair presentation.

For the purposes of this condition references to:

- a avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);
- b refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;
- d premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

## 2 Reasonable Precautions

The **Insured** shall take all reasonable precautions to prevent accidents and any **Injury**, or **Damage** and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements

## 3 Claims – Action by the Insured

The **Insured** shall in the event of any **Injury**, **Damage** or consequential loss as a result of which a claim is or may be made under this **Policy** or any **Section** of it, and again upon receipt by the **Insured** in writing of any notice of any claim or legal proceeding,

- a notify the **Insurer** as soon as reasonably possible
- b notify the **Insurer** immediately upon being advised of any prosecution, inquest or enquiry connected with any **Injury**, **Damage** or consequential loss which may form the subject of a claim under this **Policy**
- c notify the police as soon as it becomes evident that any **Damage** has been caused by theft or malicious persons
- d pass immediately, and unacknowledged, any letter of claim to the **Insurer**
- e carry out and permit to be taken any action which may be reasonably practicable to prevent further **Damage** or consequential loss
- f retain unaltered and un-repaired anything in any way connected with the **Injury**, **Damage** or consequential loss for as long as the **Insurer** may reasonably require
- g furnish with all reasonable despatch at the **Insured's** expense such further particulars and information as the **Insurer** may reasonably require
- h make available at the **Insured's** expense any documents required by the **Insurer** with regard to any letter of claim
- i not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the **Insurer**



- j** allow the **Insurer** in the name of and on behalf of the **Insured** to take over and, during such periods as the **Insurer** thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with the **Insurer** for that purpose.
- k** The **Insured** Person must at the **Insurer's** request provide a medical examination report in respect of any Accidental Bodily **Injury** where the **Insured** requires the **Insurer** to consider a claim under this **Policy** for which the **Insurer** will pay the cost of the medical examination fee.
- l** The **Insured** must ensure that as soon as possible after the occurrence of any Accidental Bodily **Injury** the **Insured** Person obtains and follows the advice of a registered medical practitioner. The **Insurer** will not be liable for any bodily **Injury** or medical condition which is worsened or prolonged or any other consequence which arises as a result of the **Insured Person's** failure to obtain and follow such advice and to use such treatments and remedies or appliances as may be prescribed.
- m** In the event of the Death of an **Insured Person** the **Insurer** will be entitled to have a post-mortem examination carried out at its expense.

No claim under this **Policy** shall be payable unless the terms of this **Policy** Condition have been complied with and any payment on account of a claim already made shall be repaid to the **Insurer**.

#### **4 Claims – The Rights of the Insurer**

In respect of **Damage** for which a claim is made, the **Insurer** and any person authorised by the **Insurer** may without incurring any liability or diminishing any of the **Insurer's** rights in respect of the cover under this **Policy**, enter, take or keep possession of the **Premises** where such **Damage** has occurred, and take possession of or require to be delivered to the **Insurer** any **Property Insured** and to deal with such **Property** for all reasonable purposes and in any reasonable manner.

No **Property** may be abandoned to the **Insurer**, whether taken possession of by the **Insurer** or not.

The **Insurer** will not pay for any claim unless the terms of this **Policy** Condition have been complied with.

#### **5 Cancellation**

Other than where Policy Condition 6 Fraud applies the **Insurer** may cancel this **Policy** by giving the **Insured** thirty (30) days' notice in writing sent to their last known address. The **Insured** will be entitled to a proportionate return of the premium in respect of the unexpired **Period of Insurance**. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

#### **6 Fraud**

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

- a** makes any false or fraudulent claim;
- b** makes any exaggerated claim;
- c** supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d** makes a claim for loss or damage which the **Insured** or anyone acting on the **Insured's** behalf deliberately caused, the **Insurer** will:
  - i** refuse to pay the whole of the claim; and
  - ii** recover from the **Insured** any sums that it has already paid in respect of the claim.

The **Insurer** may also notify the **Insured** that it will be treating the **Policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a. - d. above. In that event, the **Insured** will:

- a** have no cover under the **Policy** from the date of the termination; and
- b** not be entitled to any refund of premium.

#### **7 Subrogation**

Any claimant under this **Policy** shall, at the **Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the **Insured**, before or after the **Insurer** makes any payment.

The **Insurer** agrees to waive any such rights to which the **Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the **Insured** or against any company which is a subsidiary of a parent company of which the **Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Damage**.

## 8 Arbitration

If any difference arises as to the amount to be paid under this **Policy** (liability being otherwise admitted by the **Insurer**), such difference shall be referred to an arbitrator to be appointed by the **Insured** and the **Insurer** in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against the **Insurer**.

## 9 Law Applicable

Unless agreed otherwise by the **Insurer**

- a the language of the **Policy** and all communications relating to it will be English; and
- b all aspects of the **Policy** including negotiation and performance are subject to English law and the decisions of English courts.

## 10 Rights of Parties

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation 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 such Act.

## 11 Non Invalidation

This **Policy** shall not be invalidated by

- a any act or omission or by any alteration unknown to or beyond the control of the **Insured** by which the risk of **Damage** is increased, provided that the **Insured** shall give notice to the **Insurer** (and pay an additional premium if required) immediately they become aware of such act, omission or alteration
- b workmen on the **Premises** carrying out repairs, general maintenance work or minor structural or other alterations.

## 12 Discharge of Liability

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- A the Limit of Indemnity
- or
- B the **Sum Insured**
- or
- C a lesser amount for which such claim or claims can be settled after deduction of any sums already paid.

Upon such payment the **Insurer** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which the **Insurer** have already agreed to bear incurred prior to the date of such payment.

## 13 Loss Reduction Conditions

If the **Insured** does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), the **Insurer** will not pay for any claim, except that where the condition concerned:

- a operates only in connection with particular premises or locations, the **Insurer** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b operates only at particular times, the **Insurer** will pay for any claim where the **Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, the **Insurer** will pay for any claim where the **Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

## 14 Minimum Level of Security

### Protections

The **Insured** must

- a ensure that all security protections in force at the **Premises** at the inception of this **Policy** or subsequently as stipulated by or agreed by the **Insurer** shall be in full operation securing the **Premises** whenever the **Premises** are left unattended
- b remove all keys including duplicate keys relative to the security of the **Premises** from the locks.

# Policy Exclusions

## Applicable unless stated to the contrary

This **Policy** does not cover

### 1 Territorial Limits

**Damage, Injury** or liability arising out of any occurrence outside the **United Kingdom**, except where stated to the contrary.

### 2 War (*Not applicable to Employers' Liability or Personal Accident*)

**Damage, Death, Injury**, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 3 Radioactive Contamination

**Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- 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 or contaminating properties of any nuclear installation, reactor or other explosive nuclear assembly or nuclear component thereof
- c any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions a. and b. do not apply to Employers' Liability other than in respect of

- i the liability of any principal
- ii liability assumed by the **Insured** under a contract or agreement which would not have attached in the absence of such contract or agreement

Exclusions c. and d. do not apply to Employers' Liability, Public and Products Liability or Personal Accident

### 4 E-Risks (*Not applicable to Employers Liability, Public and Products Liability or Personal Accident*)

a **Damage** to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:

- i programming or operator error whether by the **Insured** or any other person
- ii Virus or Similar Mechanism (as defined below)
- iii Hacking (as defined below)
- iv malicious persons
- v failure of external networks

unless, in respect of I, II and III above, such **Damage** results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion

- b any financial loss or expense of whatsoever nature, including but not limited to **Business Interruption**, resulting directly or indirectly from the type of **Damage** described in paragraph a of this Exclusion unless, in respect of a I, II or III above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion
- c **Damage** to any **Property** other than Computer Equipment where it arises directly or indirectly out of **Damage** to any Computer Equipment of the type described in paragraph a of this Exclusion unless, in respect of **Damage** to other **Property** arising from a I, II or III above, resulting from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion
- d **Damage** either to Computer Equipment or any other **Property** where it consists of or arises directly or indirectly out of:
  - i the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
  - ii the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d i above

- iii any misinterpretation, use or misuse of information on computer systems or other records, programs or software unless, in respect of d ii and iii above, such **Damage** results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion
- e any financial loss or expense of whatsoever nature, including but not limited to **Business Interruption**, where it arises directly or indirectly from the type of **Damage** described in paragraphs c and d of this Exclusion  
unless, in respect of c, d ii and iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.

For the purpose of this Exclusion:

**Computer Equipment** – means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the **Property** of the **Insured** or not, whether tangible or intangible and including without limitation any information, programs or software.

**Virus or Similar Mechanism** – means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to 'Trojan Horses', 'Worms' or 'Logic Bombs'.

**Hacking** – means unauthorised access to any computer or computer equipment, component, system or item, whether the **Property** of the **Insured** or not, which processes, stores, transmits or retrieves data.

## 5 Computer Date Exclusion

**Damage** or liability directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the **Property** of the **Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- a correctly to recognise any date as its true calendar date
- b to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

but the insurance will pay for any subsequent **Damage** which is not otherwise excluded and which itself results from Events 1 to 8 of **Section 1 Property Damage**.

## 6 Excess

The amount of any **Excess** specified in the **Schedule**.

## 7 Terrorism (Not applicable to Employers Liability, Public and Products Liability or Personal Accident)

- a in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987: **Damage** or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
  - i any **Act of Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to such **Act of Terrorism**
  - ii any action taken in controlling, preventing or suppressing any **Act of Terrorism**, or in any other way related to such **Act of Terrorism**

In respect of a above an **Act of Terrorism (Terrorism)** means:-

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

**b** in respect of territories other than those stated in a above

loss or destruction or **Damage** or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

**i** any act of **Terrorism**, regardless of any other cause or **Event** contributing concurrently or in any other sequence to such act of **Terrorism**

**ii** any action taken in controlling, preventing or suppressing any act of **Terrorism**, or in any way related to such act of **Terrorism**

In respect of b above an act of **Terrorism (Terrorism)** means:-

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any **Section** of the public in fear.

In any action suit or other proceedings where the **Insurer** alleges that by reason of this exclusion any loss or destruction or **Damage** or any consequential loss is not covered, the burden of proving to the contrary shall be upon the **Insured**.

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

# Section 1 – Property Damage

## Definitions

### Premises

The **Buildings** at the address or addresses shown in the **Schedule**, including their grounds, all within the boundaries for which the **Insured** are responsible and being, unless more specifically described in the **Schedule**, occupied solely by the **Insured** for the purpose of the **Business**.

### Specified Events

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

### Cover

The **Insurer** will pay the **Insured** for **Damage to Property Insured** at the **Premises** shown in the **Schedule** excluding

#### 1 **Damage** caused by or consisting of

- a inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table, its own faulty or defective design or materials
- b the bursting of any boiler (not being a boiler used for domestic purposes only), economiser, other vessel machine or apparatus belonging to the **Insured** or under the control of the **Insured** in which internal pressure is due to steam only
- c pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but the **Insurer** will pay for subsequent **Damage** which itself results from a cause not otherwise excluded

- d faulty or defective workmanship by the **Insured** or any **Employee** of the **Insured**
- e operational error or omission by the **Insured** or any **Employee** of the **Insured** but the **Insurer** will pay for
  - i such **Damage** not otherwise excluded which itself results from a **Specified Event**
  - ii subsequent **Damage** which itself results from a cause not otherwise excluded
- f acts of fraud or dishonesty by any officer, **Member** or **Employee** of the **Insured**

but the **Insurer** will pay for such **Damage** not otherwise excluded which itself results from a **Specified Event**

#### 2 **Damage** caused by or consisting of

- a corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- b change in temperature, colour, flavour, texture or finish
- c theft or attempted theft
  - i which does not involve entry to or exit from a building by forcible and violent means or hold-up by violence or threat of violence to the **Insured** or any **Member** or **Employee** of the **Insured** or members of their families or any other person who has a legal right to be on the **Premises**
  - ii to **Property** in the open or in open fronted buildings but this exclusion shall not apply to **Ground Machinery** whilst in use or which has been secured to the building (or to the ground by a high tensile steel anchor concreted into the ground), by a padlock conforming to BS EN 12320 CEN Security Grade 4, 5 or 6 and a chain approved to "sold Secure" Gold ([www.soldsecure.com](http://www.soldsecure.com))
  - iii expedited or in any way brought about by the **Insured** or any **Member** or **Employee** of the **Insured** or any other person who has a legal right to be on the **Premises**

or **Damage** consisting of

- d joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping connected to them
- e mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or derangement originates

but the **Insurer** will pay for

- i such **Damage** not otherwise excluded which itself results from a **Specified Event** or from any other accidental loss, destruction or damage
- ii subsequent **Damage** which itself results from a cause not otherwise excluded

- 3 loss, destruction or damage caused by pollution or contamination, but the **Insurer** will pay for destruction or damage to the **Property Insured** not otherwise excluded, caused by
  - a pollution or contamination which itself results from a **Specified Event**
  - b any **Specified Event** which itself results from pollution or contamination
- 4 **Damage** caused by or consisting of
  - a subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
  - b normal settlement or bedding down of new structures
  - c disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
- 5 destruction or damage to any building or structure caused by its own collapse or cracking, but the **Insurer** will pay for such destruction or damage resulting from a **Specified Event** in so far as it is not otherwise excluded
- 6 **Damage** in respect of fences, gates and moveable **Property** in the open caused by wind, rain, hail, sleet, snow or dust
- 7 **Damage** to any **Property**
  - a caused by fire, resulting from its undergoing any heating process or process involving the application of heat
  - b resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the **Insurer** will pay for such **Damage** caused by fire or explosion.
- 8 **Damage** in respect of
  - a jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
  - b **Property** in Transit
  - c glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
  - d **Money**, bonds or securities of any description

but the **Insurer** will pay for such **Damage** caused by a **Specified Event** in so far as it is not excluded.
- 9 **Damage** to
  - a vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - b **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** or structures
  - c land, roads, pavements, piers, jetties, bridges, culverts or excavations
  - d livestock, growing crops or trees

but the **Insurer** will pay for such **Property** specifically described in the **Schedule**
- 10 **Damage** caused by electrical or magnetic disturbance or erasure of electronic recordings of virus infected software
- 11 **Property** which at the time of the happening of **Damage** is insured by or would but for the existence of this **Section** be insured by any marine policy or policies, but the **Insurer** will pay for any **Excess** beyond the amount which would have been payable under such marine policy or policies had this **Section** not been effected.
- 12 any **Property** more specifically insured by or on behalf of the **Insured**.
- 13 **Damage** to paintings, prints and works of art with a value in excess of £10,000 any one item unless specifically described in the **Schedule**.
- 14 consequential loss or **damage** of any kind or description
- 15 after the application of all other terms and conditions of this **Section** and the **Policy** including any Underinsurance (Average) Basis of Settlement Adjustment, and in respect of each separate **Premises**, the amount of any **Excess** specified in the **Schedule**

## Basis of Settlement

- 1 The **Insurer** will pay the **Insured** the value of the **Property Insured** at the time of its **Damage**, or at the **Insurer's** option will reinstate or replace such **Property** or any part of such **Property**.

2 The **Insurer's** liability under each item is limited to the **Sum Insured**

### **Automatic Reinstatement**

In the absence of written notice by the **Insured** or the **Insurer**, in consideration of the **Sum Insured** not being reduced by the amount of any claim from the date of the **Damage**, the **Insured** will pay the appropriate additional premium due for the period from the date of the **Damage** to expiry of the **Period of Insurance**, but this shall not apply in respect of theft or attempted theft.

### **Basis of Settlement Adjustments**

In calculating the most the **Insurer** will pay for any one claim, adjustments shall be made in accordance with the following clauses.

#### **1 Reinstatement**

Subject to the following Special Conditions the basis upon which the amount payable in respect of **Property Insured** under this **Section** (other than **Stock** and Materials in Trade) is to be calculated shall be the reinstatement of the **Property** lost destroyed or **Damaged**.

For this purpose "reinstatement" means:

- a the rebuilding or replacement of **Property** lost or destroyed which, provided the **Insurer's** liability is not increased, may be carried out:
  - i in any manner suitable to the requirements of the **Insured**
  - ii upon another site
- b the repair or restoration of **Property** damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

#### **Special Conditions**

- 1 the **Insurer's** liability for the repair or restoration of **Property** damaged in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed.
- 2 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if the whole of the **Property** covered by any Item subject to this clause exceeds the **Sum Insured** for that Item at the time of any **Damage**, the **Insurer's** liability shall not exceed the proportion of the amount of the **Damage** which the **Sum Insured** bears to the total cost of replacing the whole of such **Property** as calculated at the time of reinstatement.
- 3 No payment beyond the amount which would have been payable in the absence of this clause shall be made:
  - a unless reinstatement commences and proceeds without unreasonable delay
  - b until the cost of reinstatement shall have been actually incurred
  - c if the **Property Insured** at the time of its loss destruction or **Damage** shall be insured by any other insurance effected by or on behalf of the **Insured** which is not upon the same basis of reinstatement.
- 4 All the terms and conditions of the **Policy** shall apply:
  - a to any claim payable under the provisions of this clause except where they are expressly varied by its terms
  - b where there is a claim to which the provisions of this clause do not apply.
- 5 This basis of settlement does not apply to motor **vehicles** or their accessories.

#### **2 Contribution and Average**

If at the time of **Damage** any other insurance has been effected by or on behalf of the **Insured** covering any of the **Property** damaged, the **Insurer's** liability under this **Section** shall be limited to the **Insurer's** rateable proportion of such **Damage**.

If such other insurance is subject to Average (Underinsurance), this **Section** if not already subject to Average shall be subject to Average in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this **Section**, either in whole or in part, or from contributing rateably, the liability of the **Insurer** under this **Section** shall be limited to that proportion of the **Damage** which the **Sum Insured** for this **Section** bears to the value of the **Property**.

#### **3 Public Authorities**

Subject to the Public Authorities Special Conditions set out below, cover for **Buildings** and **General Contents** includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament, with bye-laws of any public authority or to comply with the stipulations of European Union legislation, in consequence of **Damage**, excluding



- 1 the cost incurred in complying with such regulations, bye-laws or stipulations
  - a in respect of **Damage** occurring prior to the granting of this cover
  - b in respect of **Damage** not insured by this **Section**
  - c under which notice has been served upon the **Insured** before the date of the **Damage**
  - d in respect of undamaged **Property** or undamaged portions of **Property**, other than foundations (unless specifically excluded) of that portion of the **Property Damaged**
- 2 the additional cost that would have been required to make good the **Property Damaged** to a condition equal to its condition when new, had the necessity to comply with such regulations, byelaws or stipulations not arisen
- 3 the amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the **Property**, by reason of compliance with any such regulations, bye-laws or stipulations.

#### 4 Public Authorities Special Conditions

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve (12) months after the **Damage**, or within such further time as the **Insurer** may allow, and may be carried out upon another site (if such regulations, byelaws or stipulations so necessitate), subject to there being no resulting increase in the liability of the **Insurer**.
- 2 If the liability of the **Insurer** is reduced by the application of any of the terms and conditions of this **Section** or the **Policy** (other than as a result of this clause), the liability of the **Insurer** under this clause will be reduced in proportion.
- 3 All the terms and conditions of this **Section** and the **Policy** shall apply to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause.

#### 5 Services

Cover includes telephone, gas, water and electric instruments, meters, piping, cabling and the like and their accessories, including similar property in adjoining yards or roadways or underground, all pertaining to **Buildings** or **General Contents** insured by this **Section**, being the property of the **Insured** or for which the **Insured** are responsible.

#### 6 Alterations and Additions

To the extent that they are not otherwise insured, **Buildings** and **General Contents** items include

- a alterations, additions and improvements (but not appreciation in value in excess of **Sums Insured**) to **Buildings**, machinery and plant
- b any newly acquired or newly erected **Buildings**, machinery or plant within the **United Kingdom**, for no more than 10% of the **Sum Insured** for each item covered, or £250,000 in total, whichever is the less, at any one **Premises** or at any one newly acquired address elsewhere than at the **Premises**, provided that the **Insured** shall give details of such alterations and additions to the **Insurer** within ninety (90) days of the commencement date of the **Insured's** responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

#### 7 Professional Fees

**Sums Insured** and/or Declared Values for **Buildings** and **General Contents** include an amount in respect of architects', surveyors', legal and consulting engineers' fees, other than where an item covering such fees is specifically described in the **Schedule**.

Cover applies only to those fees necessarily and reasonably incurred in consequence of **Damage**, in the reinstatement or repair of **Property Insured**.

#### 8 Removal of Debris Costs

**Sums Insured** and/or Declared Values for **Buildings**, **General Contents** and **Stock** include an amount in respect of removal of debris costs, other than where an item covering such costs is specifically described in the **Schedule**.

Cover applies only to those costs necessarily and reasonably incurred in consequence of **Damage**, in

- a removing debris
- b dismantling and demolishing
- c shoring up or propping
- d clearing, cleaning and/or repairing drains, gutters, sewers and the like for which the **Insured** are responsible.

The **Insurer** will not pay for any costs or expenses

- 1 incurred in removing debris other than from the site of such **Property Damage** and the area immediately adjacent to such site
- 2 arising from Pollution or Contamination of **Property** not insured by this **Section**.

## 9 Temporary Removal

**Property Insured** (other than **Stock**) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes to any address elsewhere than at the **Premises**, including whilst in **Transit**, within the **United Kingdom**.

The **Insurer** will not pay for

- a such **Property** more specifically insured
- b **Damage** to **Vehicles** licensed for road use, in so far as they are insured by this **Section**, occurring elsewhere than at the **Premises** from which such **Vehicles** are removed
- c more than 10% of the **Sum Insured** for each item covered, for **Damage** occurring elsewhere than at the **Premises**.

## 10 Temporary Removal – Documents

If deeds and other documents (including stamps on them), manuscripts, plans and writings of every description, books and other business records are included in the **Property Insured**, such items are covered whilst temporarily removed to any address elsewhere than at the **Premises**, including whilst in **Transit** within the **United Kingdom**.

The **Insurer** will not pay for

- a such items more specifically insured
- b more than 10% of the figure stated within the definition of contents for computer systems records
- c more than 10% of the total value of such items.

## 11 Contract Price

In respect only of **Goods** sold but not delivered, for which the **Insured** remain responsible under the terms of a contract of sale, where such contract of sale is cancelled following **Damage** by reason of its conditions, either wholly or to the extent of the **Damage**, cover will be based on the contract price.

For the purpose of this clause the value of all **Goods** to which this basis of settlement could apply in the event of **Damage** will also be ascertained on this basis.

## 12 Customers' Goods

If the **Insured** have represented to customers that they will accept responsibility for **Damage** to the **Goods** of customers or to **Goods** for which such customers may be legally responsible, the **Insurer** agrees that all such **Goods** in the **Premises** will be covered as **Stock** except in so far as they are more specifically insured.

## 13 Rent

Where an item covering rent is specifically described in the **Schedule**, cover applies only if a **Building** in respect of which rent is payable by or to the **Insured**, or any part of it, is unfit for occupation in consequence of **Damage**.

The **Insurer** will not pay for more than the proportion of the **Sum Insured** on rent that the period necessary for reinstatement bears to the term of rent covered.

## 14 Dismantling and Re-erection Costs

Cover includes the cost of dismantling, re-erection, fitting and fixing of **General Contents** following **Damage**.

## 15 Fixed Glass

Following **Damage** to fixed glass the **Insurer** will pay the cost of

- a any necessary temporary boarding-up of broken glass pending full replacement
- b replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on fixed glass
- c **Damage** to **General Contents** or **Stock** caused by broken fixed glass
- d **Damage** to framework caused by broken fixed glass
- e removing and re-fixing window fittings and other obstacles to replacing broken fixed glass.

The **Insurer** will not pay for

- 1 **Damage** existing prior to inception of this **Section**
- 2 The amount of the **Excess** stated in the **Schedule**

## 16 Fire Extinguishers and Sprinklers

The **Insurer** will pay the reasonable costs incurred by the **Insured** in re-filling fire extinguishers and replacing sprinkler heads, solely in consequence of **Damage**.

## 17 Metered Water

Cover includes additional metered water charges incurred by the **Insured** up to an amount of £10,000 any one **Period of Insurance**, in consequence of **Damage**, but the **Insurer** will not pay for such charges incurred in respect of any **Building** which is unoccupied.

The basis on which the amount payable is to be calculated will be the amount of the water charges for the period during which **Damage** occurs, less the charge paid by the **Insured** for the corresponding period in the preceding year, adjusted for changes in the water suppliers' charges and for variations affecting the water consumption of the **Insured** during the intervening period.

## 18 Exhibitions

**Property Insured** is covered whilst at any exhibition within the **United Kingdom**, including whilst in **Transit** to and from such exhibition.

The most the **Insurer** will pay in respect of any one exhibition is £10,000.

## 19 Trace and Access

In the event of **Damage** in consequence of escape of water or fuel oil from any tank, apparatus or pipe, the **Insurer** will pay costs necessarily and reasonably incurred by the **Insured** in locating the source of such **Damage**, and in the subsequent making good of **Damage** caused as a consequence of locating such source, up to an amount of £10,000 any one **Period of Insurance**.

## 20 Seventy Two Hours Clause

**Damage** occurring within 72 consecutive hours of and arising from the **Specified Events** of storm or flood is deemed to be one claim.

The **Insured** have the right to select the moment from which the 72-hour period shall be deemed to have commenced within the terms of this **Section**, provided that such **Damage** occurred prior to expiry of the **Period of Insurance**.

## 21 Interested Parties

The **Insurer** agrees

- a that without prejudice to rights and liabilities of the **Insured** or the **Insurer**, if at the time of **Damage** the **Insured** have contracted to sell their interest in any **Building** covered, and the purchase has not been but shall afterwards be completed, the purchasers on completion of the purchase shall be entitled to benefit under this **Section** until completion, except in so far as such **Building** is more specifically insured by or on behalf of the purchaser
- b to note the interest of any party notifying their interest in any of the **Property Insured** in writing, the nature and extent of such interest to be disclosed in the event of **Damage**.

## 22 Landscaped Grounds

Cover includes costs incurred by the **Insured** in consequence of **Damage** to **Property Insured** at the **Premises**, up to an amount of £10,000 any one **Period of Insurance**, in restoring landscaped grounds to their original appearance when first laid out and planted, but the **Insurer** will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or become established.

## 23 Locks and Keys

The **Insurer** will pay the cost of replacing locks and keys necessary to keep the **Premises** secure if keys are stolen using force and violence up to an amount of £1,000 any one claim.

The **Insurer** will not pay for the amount of the **Excess** stated in the **Schedule**

## 24 Damage to the Premises

In the event that **Buildings** at the **Premises** are not covered by this **Section** of the **Policy**, the **Insurer** will pay costs for which the **Insured** are responsible, necessarily and reasonably incurred by the **Insured** to repair **Damage** to the **Premises** in consequence of theft or attempted theft (as insured by this **Section**).

The **Insurer** will also pay the cost of any temporary boarding-up or making good necessary to keep the **Premises** secure.

## 25 Ground Maintenance Equipment

Cover for **General Contents** and **Ground Machinery** extends to include Accidental **Damage** to **Ground Machinery** anywhere within the **United Kingdom**.

## 26 Deterioration of Foodstuffs

Cover includes **Damage** to foodstuffs in refrigerated cabinets or freezers up to an amount of £750 any one claim caused by deterioration or putrefaction solely and directly due to:

- a a rise or fall in temperature as a result of:
  - i **Damage** to or a fault in the refrigerating machinery
  - ii Failure of the supply of electricity at the terminal ends of the electricity supply undertakings' service feeders at the **Premises**
  - iii Accidental failure of the electrical installation connecting the refrigerating machinery to the electricity supply undertakings' service feeders at the **Premises**
- b The action of any refrigerant or refrigerant fumes which have escaped from the refrigerating machinery

The **Insurer** will not pay for:

### 1 Damage

- a Due to any of the **Specified Events** of the **Policy**
  - b Under a.ii. above due to:
    - i Drought
    - ii A deliberate act of the electricity supply not performed for the sole purpose of safeguarding life or protecting any part of the electricity supply undertakings' system
  - c Due to any wilful act or neglect by the **Insured**
  - d Due to faulty packaging or stowage, inherent defect or any form of normal trade loss
- 2 **Damage** to foodstuffs stored in refrigerated cabinets or freezers in excess of 10 years old
- 3 The first £250 of each and every claim

## 27 Goods in Transit

Cover includes **Damage** to **Goods** in **Transit** by any **Specified Event** within the **United Kingdom**, including sea or air transits between these territories.

The most the **Insurer** will pay for any one claim or series of claims arising out of any one occurrence of **Damage** is £1,000

The **Insurer** will pay the **Insured** for the value of the **Goods** in **Transit** at the time of the **Damage**

The **Insurer** will not pay for:

- 1 **Damage** in respect of **Property** more specifically insured
- 2 **Damage** due to
  - a depreciation, deterioration or contamination unless caused by **Accident** to the conveying **Vehicle**
  - b faults in processing or the insufficiency or unsuitability of packing or preparation
- 3 **Damage** to the contents of any package not involving outward and visible **Damage** to the package
- 4 **Damage** in respect of **Goods** in any open sided, curtain sided, open top or soft top **Vehicle** or trailer due to
  - a Water or atmospheric conditions
  - b Theft unless such **Vehicle** or trailer is stolen at the same time
- 5 **Damage** to the **Property Insured** caused by theft or attempted theft from an unattended **Vehicle**
- 6 the first £250 of each and every claim

## 28 Theft damage to Buildings

Cover includes **Damage** to a building or part of a building at the **Premises** up to the amount of £10,000 whether such building or part of a building is insured by this **Section** or not, but for which the **Insured** are responsible, caused by theft or attempted theft excluding

- a Loss destruction or **damage**
  - i Expedited or in any way brought about by the **Insured** or any partner, director or employee of the **Insured** or any other person who has a legal right to be on the **Premises**, unless such theft or attempted theft involves the threat of or assault or violence to the **Insured** or any partner, director or employee of the **Insured** or any other person who has a legal right to be on the **Premises**
  - ii Of or to **property**
    - (a) In respect of which the **Insured** is not liable for repair costs
    - (b) In respect of which the **Insured** is able to recover repair costs from another source
    - (c) Which is more specifically or otherwise insured
- b After the application of all other terms and conditions of this **Section** and the **Policy** including Underinsurance (Average) Basis of Settlement Adjustment and in respect of each separate **Premises**, the amount of the **Excess** specified in the **Schedule**

Cover also includes the cost of any temporary boarding-up and making good in consequence of such loss, **Damage** or destruction necessary to keep the **Premises** secure.

Exclusion 2 c i of this **Section** does not apply to this Basis of Settlement Adjustment.

## Conditions

The **Policy Conditions** apply to this **Section** and in addition the following:

### 1 Alteration in Risk

The **Insured** must notify the **Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of the **Insured**, or if in respect of any of the **Property Insured** there is any alteration

- a due to its disposal or removal
- b in respect of which the interest of the **Insured** ceases except by will or operation of law
- c in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any adjoining site
- d to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by the **Insured** to the **Insurer** at inception, renewal or variation of the **Policy**

which materially increases the risk of **Damage** as insured by this **Section**.

Upon being notified of any such alteration, the **Insurer** may, at its absolute discretion

- a continue to provide cover under this **Section** on the same terms
- b restrict the cover provided by this **Section**
- c impose additional terms
- d alter the premium
- e cancel this **Section** and the **Policy**.

If the **Insured** fails to notify the **Insurer** of any such alteration, the **Insurer** may

- a treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if the **Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the **Insurer** would have applied had it known of the increase in risk
- c reduce proportionately the amount paid or payable on any claim, the proportion for which the **Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **Insurer** would have charged had it known of the increase in risk.

### 2 Reinstatement

If any **Property** is to be reinstated or replaced by the **Insurer**, the **Insured** shall at their own expense provide all plans, documents, books and information as may reasonably be required. The **Insurer** shall not be bound to reinstate exactly, but only as circumstances permit and in a reasonably sufficient manner.

# Additional Cover – Business Interruption

## Definitions

### Annual Revenue

**Revenue** during the twelve (12) months immediately before the date of any **Event**.

### Business Interruption

Loss resulting from interruption of or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of an **Event** to **Property** used by the **Insured** at the **Premises** for the purpose of the **Business**.

### Event

**Damage** to **Property** used by the **Insured** at the **Premises** for the purpose of the **Business**.

### Increase in Cost of Working

Additional expenditure (subject to the Uninsured Working Expenses clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Revenue** which but for that expenditure would have taken place during the **Indemnity Period**.

### Indemnity Period

The period beginning with the occurrence of any **Event** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of any **Event**.

### Maximum Indemnity Period

12 months

### Revenue

The money paid or payable to the **Insured** for services rendered in the course of the **Business** at the **Premises**.

### Revenue Sum Insured

Four times the **Total Sum Insured** for **General Contents** and/or **Ground Machinery** or as otherwise shown on the **Schedule**.

### Specified Events

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

### Standard Revenue

Revenue during that period in the twelve (12) months immediately before the date of any **Event** which corresponds with the **Indemnity Period**.

## Cover

**The Insurer will pay the Insured for Business Interruption by any Event excluding**

- 1 Business Interruption** caused by or consisting of
    - a** inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table, its own faulty or defective design or materials
    - b** the bursting of any boiler (not being a boiler used for domestic purposes only), economiser, other vessel machine or apparatus belonging to the **Insured** or under the control of the **Insured** in which internal pressure is due to steam only
    - c** pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speedsbut the **Insurer** will pay for subsequent **Business Interruption** which itself results from a cause not otherwise excluded
  - d** faulty or defective workmanship by the **Insured** or any **Employee** of the **Insured**
  - e** operational error or omission by the **Insured** or any **Employee** of the **Insured**
- but the
- Insurer**
- will pay for
- i** such **Business Interruption** not otherwise excluded which itself results from a **Specified Event**
  - ii** subsequent **Business Interruption** which itself results from a cause not otherwise excluded

f acts of fraud or dishonesty by any officer, **Member** or **Employee** of the **Insured** but this shall not exclude such **Business Interruption** not otherwise excluded which itself results from a **Specified Event**

## 2 **Business Interruption**

- a caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- b caused by or consisting of change in temperature, colour, flavour, texture or finish
- c arising directly from theft or attempted theft
  - i which does not involve entry to or exit from a building at the **Premises** by forcible and violent means or hold-up by violence or threat of violence to the **Insured** or any **Member** or **Employee** of the **Insured** or members of their families or any other person who has a legal right to be on the **Premises**
  - ii to property in the open or in open sided or open fronted buildings
  - iii expedited or in any way brought about by the **Insured** or any **Member** or **Employee** of the **Insured** or any other person who has a legal right to be on the **Premises**
- d consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping connected to them
- e consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or derangement originates
- f caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but the **Insurer** will pay for

- 1 such **Business Interruption** not otherwise excluded which itself results from a **Specified Event** or from any other accidental loss, destruction or **Damage**
  - 2 subsequent **Business Interruption** which itself results from a cause not otherwise excluded
- 3 loss resulting from pollution or contamination, but the **Insurer** will pay for such loss resulting from destruction of or damage to property used by the **Insured** at the **Premises** for the purpose of the **Business** not otherwise excluded, caused by
- a pollution or contamination which itself results from a **Specified Event**
  - b any **Specified Event** which itself results from pollution or contamination

## 4 **Business Interruption** caused by or consisting of

- a subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- b normal settlement or bedding down of new structures
- c disappearance, unexplained or inventory shortage or the misfiling or misplacing of information.

5 loss resulting from destruction or damage to any building or structure used by the **Insured** at the **Premises** caused by its own collapse or cracking, but the **Insurer** will pay for such loss resulting from a **Specified Event** in so far as it is not otherwise excluded.

6 **Business Interruption** in respect of fences, gates and moveable **Property** in the open caused by wind, rain, hail, sleet, snow or dust

7 **Business Interruption** resulting from any property undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the **Insurer** will pay for such **Business Interruption** caused by fire or explosion.

## 8 **Business Interruption** in respect of

- a jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
- b **Property** in Transit
- c glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
- d **Money**, bonds or securities of any description

but the **Insurer** will pay for such **Business Interruption** caused by a **Specified Event** in so far as it is not otherwise excluded.

**9 Business Interruption** in respect of

- a Vehicles** licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- b Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** or structures
- c** land, roads, pavements, piers, jetties, bridges, culverts or excavations
- d** livestock, growing crops or trees

but the **Insurer** will pay for such **Business Interruption** caused by a **Specified Event** in so far as it is not otherwise excluded.

**10 Business Interruption** caused by electrical or magnetic disturbance or erasure of electronic recordings of virus infected software

## Basis of Settlement

- 1** The **Insurer's** liability under this **Additional Cover** during any one **Period of Insurance** shall not exceed the **Sum Insured** for **Revenue**
- 2** The **Insurer** will pay the **Insured** in respect of each item covered, the amount of their claim for **Business Interruption**.

### Material Damage Proviso

Provided that at the time of any **Event** there is an insurance in force covering the interest of the **Insured** in the **Property** at the **Premises** against such **Event** and that

- 1** payment has been made or liability has been admitted for payment, or
- 2** payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount.

### Revenue

The **Insurer** will pay the **Insured** as indemnity in consequence of **Business Interruption** for

- 1** Loss of **Revenue**
- 2** **Increase in Cost of Working**.

Loss of **Revenue** means the amount by which the **Revenue** during the **Indemnity Period** falls short of the **Standard Revenue**.

The **Insurer** will not pay the **Insured** for

- a** **Increase in Cost of Working** exceeding the amount of reduction in **Revenue** thereby avoided
- b** any amounts saved during the **Indemnity Period** in respect of any of the charges and expenses of the **Business** payable out of **Revenue** that may cease or be reduced.

In calculating the amounts the **Insurer** will pay the **Insured** as indemnity, adjustments shall be made in accordance with the following clauses.

#### **1 Alternative Premises**

If during the **Indemnity Period** services are rendered elsewhere than at the **Premises** for the **Benefit** of the **Business**, either by the **Insured** or by others on behalf of the **Insured**, the money paid or payable for such services shall be taken into account in arriving at the **Revenue** during the **Indemnity Period**.

#### **2 Departmental Trading**

If the **Business** is conducted in departments, the independent trading results of which can be ascertained, the Basis of Settlement shall apply separately to each department affected.

#### **3 Trends and Variations**

Adjustments shall be made to the figures representing the **Annual Revenue** and **Standard Revenue** that may be necessary to provide for the trend of the **Business**, and for variations in or other circumstances affecting the **Business**, either before or after the **Event**, and which would have affected the **Business** had the **Event** not occurred, so that the adjusted figures represent as near as reasonably practicable results which but for the **Event** would have been obtained during the relative period after the **Event**.

#### **4 Accountants' Charges**

If the professional accountants of the **Insured** produce any particulars or details required by the **Insurer** from the **Insured's** books of account or other business books or documents, or any other proofs, information or evidence under Condition 2 of this **Additional Cover**, the **Insurer** will pay the **Insured** the reasonable charges payable by the **Insured** to their professional accountants, provided that



the sum of such reasonable charges and any other amount payable under this **Additional Cover** shall not exceed the liability of the **Insurer** under this **Additional Cover**.

## 5 Value Added Tax

All terms in this **Additional Cover** shall be exclusive of value added tax to the extent that the **Insured** are accountable to the tax authorities for such tax.

## 6 Current Cost Accounting

For the purposes of this **Additional Cover**, any adjustment implemented in current cost accounting shall be disregarded.

## 7 Payments on Account

The **Insurer** will make payments on account during the **Indemnity Period**, if the **Insured** so request, subject to any necessary adjustment at the end of the **Indemnity Period**.

# Extensions

Any claim resulting from interruption of or interference with the **Business** in consequence of **Damage** by an **Event** to any **Property** shown below, within the **United Kingdom**, shall be understood to be **Business Interruption** covered by this **Additional Cover**, provided that after the application of all other terms, conditions and provisions of this **Additional Cover** the liability of the **Insurer** for any one claim shall not exceed the **Revenue Sum Insured**, or the percentage of the **Revenue Sum Insured**, or the amount shown against any of the Situations or against any of the **Property** as the Limit, whichever is the less.

### Property

#### 1 Property Stored

**Property** of the **Insured** whilst stored elsewhere than at the **Premises** occupied by the **Insured** subject to a limit of 10% of the **Revenue Sum Insured** or £50,000, whichever is the less.

#### 2 Supply Undertakings

**Property** at any

- a generating station or sub-station of the electricity supply undertaking
- b land based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
- c waterworks or pumping station of the water supply undertaking
- d land based premises of the telecommunications undertaking from which the **Insured** obtain electricity, gas, water or telecommunications services subject to a limit of 10% of the **Revenue Sum Insured** or £50,000, whichever is the less.

#### 3 Denial of Access

**Property** in the vicinity of the **Premises** which prevents or hinders the use of or access to the **Premises**, whether the **Premises** or **Property** in the **Premises** is **Damaged** or not subject to a limit of 10% of the **Revenue Sum Insured** or £50,000, whichever is the less.

# Exclusions

The **Policy** Exclusions apply to this **Additional Cover**

# Conditions

The **Policy** Conditions apply to this **Additional Cover** and in addition:

#### 1 Alteration in Risk

The **Insured** must notify the **Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of the **Insured**, or any alteration in or to the **Business** at the **Premises**

- a due to the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued
- b in respect of which the interest of the **Insured** ceases other than by death
- c in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any adjoining site
- d to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by the **Insured** to the **Insurer** at inception, renewal or variation of the **Policy**

which materially increases the risk of an **Event** and any other loss or expenditure as insured by this **Section**.

Upon being notified of any such alteration, the **Insurer** may, at its absolute discretion

- a continue to provide cover under this **Section** on the same terms
- b restrict the cover provided by this **Section**
- c impose additional terms
- d alter the premium
- e cancel this **Section** and the **Policy**.

If the **Insured** fails to notify the **Insurer** of any such alteration, the **Insurer** may

- a treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if the **Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the **Insurer** would have applied had it known of the increase in risk
- c reduce proportionately the amount paid or payable on any claim, the proportion for which the **Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **Insurer** would have charged had it known of the increase in risk.

## 2 Additional Claims Conditions

In the event of any **Event** in consequence of which the **Insured** make or may make a claim under this **Additional Cover**, the **Insured** shall at their own expense deliver to the **Insurer**

- a within seven (7) days of its happening, full details of **Business Interruption** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft
- b not later than thirty (30) days after expiry of the **Indemnity Period**, or such further time that the **Insurer** may allow, full information in writing of the particulars of the claim, together with details of all other policies covering **Property** used by the **Insured** at the **Premises** for the purpose of the **Business** or any part of the **Business**, and the amount of any resulting **Business Interruption**
- c such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that the **Insurer** may reasonably require for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected with it.

Particulars or details contained in the **Insured's** books of account or other business books or documents, which may be required by the **Insurer** for the purpose of investigating or verifying any claim under this **Additional Cover**, may be produced by professional accountants if at the time they are regularly acting for the **Insured**. Their report shall be prima facie evidence of the particulars and details to which such report relates.

The **Insurer** will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to the **Insurer**.

# Additional Cover – Loss of Bar Income following Damage to Cricket Square

## Definitions

### Annual Bar Income

**Bar Income** during the twelve (12) months immediately before the date of any Event.

### Bar Income

The money paid or payable to the **Insured** for produce supplied and/or services rendered from any bar, café or other food and drink facilities at the **Premises** in the course of the **Business**.

### Bar Income Sum Insured

The **Sum Insured** as specified in the **Schedule**

### Business Interruption

Loss resulting from interruption of or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of an **Event** to The **Cricket Square** used by the **Insured** at the **Premises** for the purpose of the **Business**.

### Cricket Square

The area of the **Premises** designated and maintained for use as cricket pitches

### Event

**Damage** to The **Cricket Square** used by the **Insured** at the **Premises** for the purpose of the **Business**.

### Increase in Cost of Working

Additional expenditure (subject to the Uninsured Working Expenses clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Bar Income** which but for that expenditure would have taken place during the **Indemnity Period**.

### Indemnity Period

Period beginning with the occurrence of any **Event** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of any **Event**.

### Maximum Indemnity Period

**3 months**

### Specified Events

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

### Standard Bar Income

**Bar Income** during that period in the twelve (12) months immediately before the date of any **Event** which corresponds with the **Indemnity Period**.

## Cover

**The Insurer will pay the Insured for Business Interruption by any Event excluding**

- 1 Business Interruption** caused by or consisting of
  - a** inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table, its own faulty or defective design or materials
  - b** the bursting of any boiler (not being a boiler used for domestic purposes only), economiser, other vessel machine or apparatus belonging to the **Insured** or under the control of the **Insured** in which internal pressure is due to steam only

c pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds  
but the **Insurer** will pay for subsequent **Business Interruption** which itself results from a cause not otherwise excluded

d faulty or defective workmanship by the **Insured** or any **Employee** of the **Insured**

e operational error or omission by the **Insured** or any **Employee** of the **Insured**

but the **Insurer** will pay for

i such **Business Interruption** not otherwise excluded which itself results from a **Specified Event**

ii subsequent **Business Interruption** which itself results from a cause not otherwise excluded

f acts of fraud or dishonesty by any officer, **Member** or **Employee** of the **Insured** but this shall not exclude such **Business Interruption** not otherwise excluded which itself results from a **Specified Event**

## 2 Business Interruption

a caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects

b caused by or consisting of change in temperature, colour, flavour, texture or finish

c arising directly from theft or attempted theft

i which does not involve entry to or exit from a building at the **Premises** by forcible and violent means or hold-up by violence or threat of violence to the **Insured** or any **Member** or **Employee** of the **Insured** or members of their families or any other person who has a legal right to be on the **Premises**

ii to property in the open or in open sided or open fronted **Buildings**

iii expedited or in any way brought about by the **Insured** or any **Member** or **Employee** of the **Insured** or any other person who has a legal right to be on the **Premises**

d consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping connected to them

e consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or derangement originates

f caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but the **Insurer** will pay for

1 such **Business Interruption** not otherwise excluded which itself results from a **Specified Event** or from any other accidental loss, destruction or **Damage**

2 subsequent **Business Interruption** which itself results from a cause not otherwise excluded

3 loss resulting from pollution or contamination, but the **Insurer** will pay for such loss resulting from destruction of or damage to property used by the **Insured** at the **Premises** for the purpose of the **Business** not otherwise excluded, caused by

a Pollution or Contamination which itself results from a **Specified Event**

b any **Specified Event** which itself results from pollution or contamination

4 **Business Interruption** caused by or consisting of

a subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

b normal settlement or bedding down of new structures

c disappearance, unexplained or inventory shortage or the misfiling or misplacing of information.

5 Loss resulting from destruction or damage to any building or structure used by the **Insured** at the **Premises** caused by its own collapse or cracking, but the **Insurer** will pay for such loss resulting from a **Specified Event** in so far as it is not otherwise excluded.

6 **Business Interruption** in respect of fences, gates and moveable **Property** in the open caused by wind, rain, hail, sleet, snow or dust

7 **Business Interruption** resulting from any property undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the **Insurer** will pay for such **Business Interruption** caused by fire or explosion.

## Basis of Settlement

- 1 The **Insurer's** liability under this **Additional Cover** during any one **Period of Insurance** shall not exceed the **Sum Insured** for **Bar Income**
- 2 The **Insurer** will pay the **Insured** in respect of each item covered, the amount of their claim for **Business Interruption**.

### Material Damage Proviso

Provided that at the time of any **Event** there is an insurance in force covering the interest of the **Insured** in the **Property** at the **Premises** against such **Event** and that

- 1 payment has been made or liability has been admitted for payment, or
- 2 payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount.

### Bar Income

The **Insurer** will pay the **Insured** as indemnity in consequence of **Business Interruption** for

#### 1 Loss of **Bar Income**

#### 2 Increase in Cost of Working.

Loss of **Bar Income** means the amount by which the **Bar Income** during the **Indemnity Period** falls short of the **Standard Bar Income**

The **Insurer** will not pay the **Insured** for

- a **Increase in Cost of Working** exceeding the amount of reduction in **Bar Income** thereby avoided
- b any amounts saved during the **Indemnity Period** in respect of any of the charges and expenses of the **Business** payable out of **Bar Income** that may cease or be reduced.

In calculating the amounts the **Insurer** will pay the **Insured** as indemnity, adjustments shall be made in accordance with the following clauses.

#### 1 Alternative Premises

If during the **Indemnity Period** services are rendered elsewhere than at the **Premises** for the Benefit of the **Business**, either by the **Insured** or by others on behalf of the **Insured**, the money paid or payable for such services shall be taken into account in arriving at the **Bar Income** during the **Indemnity Period**.

#### 2 Trends and Variations

Adjustments shall be made to the figures representing the **Annual Bar Income** and **Standard Bar Income** that may be necessary to provide for the trend of the **Business**, and for variations in or other circumstances affecting the **Business**, either before or after the **Event**, and which would have affected the **Business** had the **Event** not occurred, so that the adjusted figures represent as near as reasonably practicable results which but for the **Event** would have been obtained during the relative period after the **Event**.

#### 3 Accountants' Charges

If the professional accountants of the **Insured** produce any particulars or details required by the **Insurer** from the **Insured's** books of account or other business books or documents, or any other proofs, information or evidence under Condition 2 of this **Additional Cover**, the **Insurer** will pay the **Insured** the reasonable charges payable by the **Insured** to their professional accountants, provided that the sum of such reasonable charges and any other amount payable under this **Additional Cover** shall not exceed the liability of the **Insurer** under this **Additional Cover**.

#### 4 Value Added Tax

All terms in this **Additional Cover** shall be exclusive of value added tax to the extent that **the Insured** are accountable to the tax authorities for such tax.

#### 5 Current Cost Accounting

For the purposes of this **Additional Cover**, any adjustment implemented in current cost accounting shall be disregarded.

#### 6 Payments on Account

The **Insurer** will make payments on account during the **Indemnity Period**, if the **Insured** so request, subject to any necessary adjustment at the end of the **Indemnity Period**.

# Exclusions

The **Policy** Exclusions apply to this **Additional Cover**

## Conditions

The **Policy** Conditions apply to this **Additional Cover** and in addition:

### 1 Alteration in Risk

The **Insured** must notify the **Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of the **Insured**, or any alteration in or to the **Business** at the **Premises**

- a due to the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued
- b in respect of which the interest of the **Insured** ceases other than by death
- c in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any adjoining site
- d to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by the **Insured** to the **Insurer** at inception, renewal or variation of the **Policy**

which materially increases the risk of an **Event** and any other loss or expenditure as insured by this **Section**.

Upon being notified of any such alteration, the **Insurer** may, at its absolute discretion

- a continue to provide cover under this **Section** on the same terms
- b restrict the cover provided by this **Section**
- c impose additional terms
- d alter the premium
- e cancel this **Section** and the **Policy**.

If the **Insured** fails to notify the **Insurer** of any such alteration, the **Insurer** may

- a treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if the **Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the **Insurer** would have applied had it known of the increase in risk
- c reduce proportionately the amount paid or payable on any claim, the proportion for which the **Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **Insurer** would have charged had it known of the increase in risk.

### 2 Additional Claims Conditions

In the event of any **Event** in consequence of which the **Insured** make or may make a claim under this **Additional Cover**, the **Insured** shall at their own expense deliver to the **Insurer**

- a within seven (7) days of its happening, full details of **Business Interruption** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft
- b not later than thirty (30) days after expiry of the **Indemnity Period**, or such further time that the **Insurer** may allow, full information in writing of the particulars of the claim, together with details of all other policies covering **Property** used by the **Insured** at the **Premises** for the purpose of the **Business** or any part of the **Business**, and the amount of any resulting **Business Interruption**
- c such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that the **Insurer** may reasonably require for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected with it.

Particulars or details contained in the **Insured's** books of account or other business books or documents, which may be required by the **Insurer** for the purpose of investigating or verifying any claim under this **Additional Cover**, may be produced by professional accountants if at the time they are regularly acting for the **Insured**. Their report shall be prima facie evidence of the particulars and details to which such report relates.

The **Insurer** will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to the **Insurer**.

# Additional Cover - Loss of Licence

## Definitions

### The Licence

The **Premises Licence** granted to the **Insured** for the sale of excisable liquors in connection with the **Business** at the **Premises**.

### Loss of Licence

- a Forfeiture, suspension or withdrawal of **The Licence** under the provisions of legislation governing such licence, or
- b Refusal to renew **The Licence** after due application to the appropriate licensing authority

### Licensing Authorities

Licensing Authorities are those authorities authorised under Section 3 of the Licensing Act 2003.

### Designated Premises Supervisor

The **Designated Premises Supervisor** is the individual specified in **The Licence** as the premises supervisor as defined by Section 15 of the Licensing Act 2003

### Operating Schedule

The **Operating Schedule** is the document that sets out the relevant licensable activities as defined by Section 17 of the Licensing Act 2003

### Maximum Indemnity Period

12 Months

### Indemnity Period

The period beginning with the occurrence of the **Damage** and ending no later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of the forfeiture, withdrawal or suspension.

### Revenue

The money paid or payable to the **Insured** for services rendered in the course of the **Business** at the **Premises**.

## Cover

In the event of **Loss of Licence** the **Insurer** will indemnify the **Insured** for:

- 1 the loss of **Revenue**
- 2 any reasonable additional expenditure incurred in maintaining the **Revenue**

### Limit of Liability

The **Insurer's** liability under this **Additional Cover** during any one **Period of Insurance** shall not exceed the **Sum Insured** stated in the **Schedule**

If the **Insurer** shall be liable to indemnify more than one party the aggregate amount of indemnity to all parties shall not exceed the **Sum Insured** stated in the **Schedule**

## Basis of Settlement

In respect of **Revenue** the amount payable as indemnity shall be the amount by which the **Revenue** during the **Indemnity Period** shall in consequence of the **Loss of Licence** fall short of the **Revenue** during the period corresponding with the **Indemnity Period** in the twelve (12) months immediately before the **Loss of Licence**.

In respect of any reasonable expenses the amount payable as indemnity shall be any reasonable expenses incurred with the consent of Allianz in maintaining the **Revenue** during the **Indemnity Period** provided that the amount payable shall not exceed the loss avoided under (1) above.

## Basis of Settlement Adjustments

Adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Loss of Licence** or which would have affected the **Business** had the **Loss of Licence** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Loss of Licence** would have been obtained during the relative period after the **Loss of Licence**.

To the extent that the **Insured** are accountable to the tax authorities for Value Added Tax, all terms in this **Section** shall be exclusive of such tax.

If within the **Indemnity Period** the **Premises** are sold the amount payable shall be the reduction in the value of the **Premises** in consequence thereof less any sum already paid in connection with the **Loss of Licence**

In the event of the **Loss of Licence** occurring before the end of the first financial year of the **Business**, the results of the **Business** to the date of the **Loss of Licence** shall be used as a basis upon which to assess the loss, subject otherwise to the terms and conditions of this **Additional Cover**.

The **Insurer** will reimburse the **Insured** reasonable charges payable by the **Insured** to their professional accountants for producing such particulars or details or other proofs, information or evidence as may be required by the **Insurer** under the terms of **Policy** Condition 4 and reporting that such particulars or details are in accordance with the **Insured's** books of account or other business books or documents

## Exclusions

The **Policy** Exclusions apply to this **Additional Cover** and in addition does not cover the following:

- 1 any loss for which the **Insured** is entitled to obtain compensation under the provision of any statute following refusal to renew **The Licence**.
- 2 any loss arising from the alteration of the law governing the grant, renewal, transfer, surrender, forfeiture, suspension or withdrawal of **The Licence** after the commencement of the **Period of Insurance**, unless Allianz confirms in writing that this clause will continue to apply after such alteration
- 3 forfeiture, suspension, withdrawal or lapsing of **The Licence** as a result of:
  - a actual or proposed compulsory acquisition of the **Premises**
  - b any scheme of town or country planning, improvement or redevelopment
  - c failure, other than for good cause, to keep the **Premises** open during the permitted hours
  - d failure to comply with any direction or requirement of **Licensing Authorities** or any like authority
  - e failure to maintain the **Premises** in good sanitary and general repair
  - f alteration of the **Premises** without the consent of the appropriate authority
  - g the Death or insolvency of **The Licence** holder
  - h **The Licence** holder being declared mentally incapable
  - i the **Designated Premises Supervisor** losing their personal licence
  - j the failure to notify the authorities about changes to the **Operating Schedule**
- 4 forfeiture, suspension or withdrawal of **The Licence** following police objections, unless **The Licence** is subsequently withdrawn by the **Licensing Authorities**

## Conditions

The **Policy** Conditions apply to this **Additional Cover** and in addition

### 1 Notification of Matters affecting the Licence

The **Insured** shall on becoming aware of any

- a Notice, caution or complaint against the **Premises** or the control of the **Business** at the **Premises** or against any licence holder, manager, tenant, Designated **Premises Supervisor** or any other occupier of the **Premises**
- b Legal proceeding against or conviction (other than convictions regarded as "spent" under the Rehabilitation of Offender Act current at the time) of any Licence Holder manager, tenant, **Designated Premises Supervisor**, or other occupier of the **Premises** for any breach of licensing laws or any other circumstance whereby the character or reputation of the person is affected or called into question in respect of their honesty, moral standing or sobriety.



- c Other circumstances which may result in a claim being made
- d objection to renewal or other circumstance which may prejudice renewal of **The Licence**
- e transfer, surrender or proposed transfer or surrender of **The Licence**
- f change in the management or tenancy of the **Premises**
- g alteration in the **Business** at the **Premises**

## 2 Action by the Insured

In the event of death, insolvency, or incapacity of, or the conviction or absconding of, any licence holder, manager, tenant, **Designated Premises Supervisor**, or other occupier of the **Premises**, the **Insured** shall at the request of the **Insurer** take all reasonable practicable steps to secure a replacement for such person, such replacement being acceptable to **Licensing Authorities** or any other like authority governing transfer of **The Licence**.

## 3 Alteration

This **Additional Cover** shall be avoided if the **Business** be wound up or carried in by a liquidator or receiver or permanently discontinued or the **Insured's** interest ceases otherwise than death at any time after the commencement of this Insurance unless its continuance be admitted by memorandum signed by the **Insurer** or on their behalf.

## 4 Additional Claims Condition

The **Insured** shall:

- a within 24 hours of becoming aware of a **Loss of Licence** or lapsing of **The Licence** likely to prejudice continuance of **The Licence**, give notice to the **Insurer** and as soon as possible thereafter provide a written statement substantiating the claim together with such documents, statements and accounts the **Insurer** may reasonably require
- b give the **Insurer** such access to the **Premises** and to the **Insured's** books the **Insurer** may require to quantify the amount of the loss
- c give the **Insurer** all necessary assistance the **Insurer** may require to appeal against such **Loss of Licence** or lapsing of **The Licence**
- d if practicable, and if required by the **Insurer**, apply for the grant of a new licence for the same or for alternative premises to enable the continuance of the **Business** or of a similar business

# Additional Cover – Money

## Definitions

### Accident

Bodily **Injury** caused by accidental, violent, external and visible means.

### Business Hours

The period during which the **Insured** or any **Member** or **Employee** of the **Insured** is on the **Premises** for the purpose of the **Business**.

### Insured Person

Any authorised **Member** or **Employee** of the **Insured** aged between 16 and 70 years.

### In Transit

**In Transit** in the personal custody of any authorised **Member** or **Employee** of the **Insured**, a security organisation approved by the **Insurer**, or by registered post.

### Loss of Limb(s)

Total and permanent loss by physical separation or total and permanent loss of use of a hand at or above the wrist or a foot at or above the ankle.

### Loss of Sight

Total and permanent **Loss of Sight** which will be considered as having occurred

- a in both eyes if the **Insured Person(s)** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- b in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale

### Money

**Negotiable Money** and **Non-negotiable Money** belonging to the **Insured** or for which the **Insured** are responsible.

### Negotiable Money

Cash, bank and currency notes, credit cards, telephone cards, uncrossed cheques, uncrossed postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps not affixed to cards, Holiday with Pay stamps, National Savings machines, gift tokens, consumer redemption vouchers, mobile telephone vouchers and telephone cards.

### Non-negotiable Money

Crossed cheques, crossed postal orders, crossed bankers' drafts, National Insurance stamps fixed to cards, National Savings certificates, Premium Bonds, credit sales vouchers or receipts and V.A.T. purchase invoices.

### Permanent Total Disablement

Any permanent disablement other than **Loss of Sight** or **Loss of Limb(s)** which having lasted without interruption for at least twelve (12) months is without any reasonable prospect of improving and in the opinion of an independent qualified medical referee acceptable to the **Insurer** will in all probability permanently, completely and continuously prevent the **Insured Person(s)** from engaging in or giving attention to business profession or occupation of each and every kind for the remainder of his or her life.

### Temporary Partial Disablement

A disablement which continuously prevents the **Insured Person** from attending to a substantial part of their **Usual Occupation**.

### Temporary Total Disablement

A disablement which completely and continuously prevents the **Insured Person** from attending to their **Usual Occupation**.

## Cover

- 1 The **Insurer** will indemnify the **Insured** in respect of the limits of indemnity stated in the **Schedule** against **Damage to Money** occurring during the **Period of Insurance** held in connection with the **Business** by any cause not excluded
- 2 The **Insurer** will indemnify the **Insured** against **Damage** sustained as a direct result of theft or attempted theft of **Money**, of or to
  - a any safe or strongroom specified in Item 2 of the **Schedule**, or any bag or other container used by the **Insured** or any authorised partner, director or **Employee** of the **Insured** to carry **Money**
  - b clothing and personal effects belonging to the **Insured** or to any **Insured Person** following assault or violence or the threat of assault or violence
- 3 The **Insurer** will pay the **Insured** when any **Insured Person** whilst engaged in connection with the **Business**, as a direct result of theft or attempted theft of **Money** involving assault or violence or the threat of assault or violence
  - a suffers an **Accident** resulting within twelve (12) months, directly and independently of any other cause, in **Death** or disablement
  - b suffers emotional stress necessitating professional counselling, provided such counselling is recommended by a qualified medical practitioner and agreed to by the **Insurer** before costs are incurred.

## Basis of Settlement

- 1 The **Insurer** will pay the **Insured** the amount of **Money** under any Item for which a Limit of Liability is specified in the **Schedule** at the time of **Damage**.
- 2 The most the **Insurer** will pay for any one claim is
  - a for any one Item, the Limit of Liability specified in the **Schedule**
  - b for any one safe or strongroom, £3,000
  - c for any one bag or container, its value at the time of **Damage**
  - d for clothing or personal effects, £500 any one person
  - e for death, **Accident**, disablement or emotional stress, the amounts specified in the Scale of Compensation.
- 3 The **Insurer** will also pay
  - a the value of any safe or strongroom, of any bag or container used to carry **Money** or of the clothing or personal effects of the **Insured** or any partner, director or **Employee** of the **Insured** lost or damaged at the same time, or at the **Insurer's** option reinstate or replace such **Property** or any part of such property
  - b compensation in respect of death, **Accident**, disablement or emotional stress.

## Scale of Compensation

Item	Amount
1 a death	£25,000
b <b>Loss of Limb(s)</b> or <b>Loss of Sight</b>	£25,000
c <b>Permanent Total Disablement</b>	£25,000
d <b>Temporary Total Disablement</b> - per week	£100
e <b>Temporary Partial Disablement</b> – per week	£50
2 The cost of professional counselling	
a per hour	£50
b any one person	£1,000
c in total	£5,000

In respect of each **Insured Person**, compensation will not be paid by the **Insurer**

- i under more than one of 1a, 1b or 1c for the consequences of the same **Accident**
- ii under 1d and 1e for more than 104 weeks in all in respect of one or more **Accidents**.

## Basis of Settlement Adjustments

In calculating the most the **Insurer** will pay for any one claim, adjustments shall be made in accordance with the following clauses.

### 1 Contribution

If at the time of **Damage** any other insurance has been effected by or on behalf of the **Insured** covering **Money** or any other **Property Insured** by this **Additional Cover** on in whole or in part, the **Insurer's** liability under this **Section** shall be limited to the **Insurer's** rateable proportion of such **Damage**.

### 2 Damage to the Premises

Provided that **Section 1 Property Damage** is insured under this **Policy**, in the event that **Buildings** are not covered by **Section 1 Property Damage** the **Insurer** will pay

- a costs for which the **Insured** are responsible, necessarily and reasonably incurred by the **Insured** to repair damage to the **Premises** as a direct result of theft or attempted theft of **Money** within the **Insured's Premises** (and as insured by this **Section**)
- b the cost of any temporary boarding-up or making good necessary to keep the **Premises** secure.

The most the **Insurer** will pay for any one claim is £5,000.

### 3 Weekly Compensation

Weekly compensation will be paid when the total amount to be paid has been agreed, or if the **Insured** so request, at the end of each period of four consecutive weeks disablement.

## Exclusions

**The Policy Exclusions apply to this Section and in addition:**

The **Insurer** will not pay for

- 1 loss arising from the dishonesty of any official, **Member** or **Employee** of the **Insured**
- 2 **Damage** to any machine which uses coins, notes or tokens
- 3 loss due to theft of or from any unattended **Vehicle**
- 4 shortage due to error or omission
- 5 any loss under Item 2.e. (as described in the **Schedule**), unless the key or keys to the specified safes or strongrooms are removed from the **Premises**, or if a person is authorised to hold such keys and that person lives on the **Premises**, that person removes all keys to that part of the **Premises** in which that person actually lives
- 6 consequential loss or **Damage** of any kind or description
- 7 **Damage**, death, **Accident**, disablement or emotional stress arising outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- 8 loss resulting directly or indirectly from forgery, fraudulent alteration or substitution, or fraudulent use of a computer or electronic transfer
- 9 loss resulting from the use of any form of payment which proves to be counterfeit, false, invalid, uncollectible or irrecoverable for any reason

# Conditions

The Policy Conditions apply to this Additional Cover and in addition the following:

## 1 Precautions

The **Insured** must

- a exercise due care in selecting officers, **Members** or **Employees** to be entrusted with **Money**
- b keep a proper written record of all **Money** covered by this **Section** and allow the **Insurer** to inspect this record at all reasonable times.
- c secure and lock all cash registers, safes and other money containers whenever such containers are left unattended during **Business Hours**.

## 2 Alteration in Risk

The **Insured** must notify the **Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of the **Insured**, or if in respect of **Money** or any other property insured there is any alteration

- a due to its disposal or removal
- b in respect of which the interest of the **Insured** ceases except by will or operation of law
- c in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the **Premises**
- d to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by the **Insured** to the **Insurer** at inception, renewal or variation of the **Policy**

which materially increases the risk of loss or damage as insured by this **Section**.

Upon being notified of any such alteration, the **Insurer** may, at its absolute discretion

- a continue to provide cover under this **Section** on the same terms
- b restrict the cover provided by this **Section**
- c impose additional terms
- d alter the premium
- e cancel this **Section** and the **Policy**.

If the **Insured** fails to notify the **Insurer** of any such alteration, the **Insurer** may

- a treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if the **Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the **Insurer** would have applied had it known of the increase in risk
- c reduce proportionately the amount paid or payable on any claim, the proportion for which the **Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **Insurer** would have charged had it known of the increase in risk.

## 3 Additional Claims Conditions

- a In the event of **Accident** or emotional stress the **Insured Person** must
  - i as soon as possible after the **Accident** has occurred, consult a qualified medical practitioner and follow the advice of such practitioner
  - ii submit to any medical examination made on behalf of the **Insurer**
  - iii in the event of a claim being made for the cost of professional counselling, supply the **Insurer** with a recommendation for treatment in writing by a qualified medical practitioner
- b In the event of the Death of an **Insured Person** as a result of Accident the **Insurer** shall be entitled, at the **Insurer's** expense, to arrange a post-mortem examination

The **Insurer** will not pay for any claim unless the terms of this Condition have been complied with.

#### 4 Fair Presentation

If a claim is made under **Cover C** of this **Section**, the **Insurer** will not invoke the remedies which might otherwise have been available to it under Policy Condition 1. Fair Presentation of the Risk as against the **Insured**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular partner, director or employee. If the partner, director or employee concerned or the **Insured** on their behalf makes a careless misrepresentation of facts, the **Insurer** may invoke the remedies available to it under Policy Condition 1 as against that partner, director or employee only, as if a separate insurance contract had been issued to such person, leaving the remainder of the **Policy** unaffected.

#### 5 Fraudulent Claims

If any fraud to which Policy Condition 6 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of the **Insured**), Policy Condition 6 should be read as if it applies only to that **Insured Person's** claim and references to the **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole.

# Section 2 - Specified All Risks

## Definitions

### Damage/Damaged

Accidental loss or destruction of or **Damage**

### Premises

Buildings at the address or addresses shown in the **Schedule**, including their grounds, all within the boundaries for which the **Insured** are responsible and being, unless more specifically described in the **Schedule**, occupied solely by the **Insured** for the purpose of the **Business**.

### Property/Property Insured

**Property** described in the **Schedule**.

### Territorial Limits

As stated in the **Schedule**

## Cover

**The Insurer will pay the Insured for Damage to Property Insured described in the Schedule, whilst within the Territorial Limits specified in the Schedule occurring during the Period of Insurance.**

### Automatic Reinstatement

In the absence of written notice by the **Insured** or the **Insurer**, in consideration of the **Sum Insured** not being reduced by the amount of any claim from the date of the **Damage**, the **Insured** will pay the appropriate additional premium due for the period from the date of the **Damage** to expiry of the **Period of Insurance**, but this shall not apply in respect of theft or attempted theft.

### Basis of Settlement Adjustments

In calculating the most the **Insurer** will pay for any one claim, adjustments shall be made in accordance with the following clauses.

#### 1 Reinstatement

Subject to the following Special Conditions the basis upon which the amount payable in respect of **Property Insured** by this **Section** is to be calculated shall be the reinstatement of the **Property** lost destroyed or **Damaged**.

For this purpose "reinstatement" means:

- a** the rebuilding or replacement of **Property** lost or destroyed which, provided the **Insurer's** liability is not increased, may be carried out:
  - i** in any manner suitable to the requirements of the **Insured**
  - ii** upon another site
- b** the repair or restoration of **Property Damaged** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

### Special Conditions

- 1** The **Insurer's** liability for the repair or restoration of **Property Damaged** in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed.
- 2** If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if the whole of the **Property** covered by any Item subject to this clause exceeds the **Sum Insured** for that Item at the time of any **Damage**, the **Insurer's** liability shall not exceed the proportion of the amount of the **Damage** which the **Sum Insured** bears to the total cost of replacing the whole of such **Property** as calculated at the time of reinstatement.
- 3** No payment beyond the amount which would have been payable in the absence of this clause shall be made:
  - a** unless reinstatement commences and proceeds without unreasonable delay
  - b** until the cost of reinstatement shall have been actually incurred
  - c** if the **Property Insured** at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the **Insured** which is not upon the same basis of reinstatement.

- 4 All the terms and conditions of the **Policy** shall apply:
  - a to any claim payable under the provisions of this clause except where they are expressly varied by its terms
  - b where there is a claim to which the provisions of this clause do not apply.

5 This basis of settlement does not apply to motor **Vehicles** or their accessories.

## 2 Contribution and Average

If at the time of **Damage** any other insurance has been effected by or on behalf of the **Insured** covering any of the **Property Damaged**, the **Insurer's** liability under this **Section** shall be limited to the **Insurer's** rateable proportion of such **Damage**.

If such other insurance is subject to average (underinsurance), this **Section** if not already subject to average shall be subject to average in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this **Section**, either in whole or in part, or from contributing rateably, the liability of the **Insurer** under this **Section** shall be limited to that proportion of the **Damage** which the **Sum Insured** for this **Section** bears to the value of the **Property**.

## 3 Data Processing and Ancillary Equipment

Cover includes **Damage** to data processing and ancillary equipment caused by dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, if directly resulting from **Damage** to any air conditioning facilities.

## 4 Interested Parties

The **Insurer** agrees to note the interest of any party notifying their interest in any of the **Property Insured** in writing, the nature and extent of such interest to be disclosed in the event of **Damage**.

# Exclusions

## The Policy Exclusions apply to this Section and in addition:

The **Insurer** will not pay for

- 1 **Damage** caused by or arising from
  - a wear and tear, inherent defect
  - b rot, mildew, rust, corrosion, frost, Pollution or Contamination
  - c bruising, scratching, chipping or denting except in respect of Cups or Trophies
  - d oxidisation or discolouration
  - e insects, woodworm, vermin
  - f dyeing, cleaning, repair, renovation
  - g electronic, electrical or mechanical breakdown, failure or derangement
  - h faulty manipulation, design, plan, specification or materials
  - i gradual deterioration, market depreciation
  - j consequential loss or damage of any kind or description
  - k breakage occurring whilst in play
- 2 **Damage** to **Property Insured** caused by its undergoing any process involving the application of heat
- 3 **Damage** suffered by the **Insured** as a result of being deceived into knowingly parting with **Property**
- 4 **Damage** to the **Property Insured** caused by theft or attempted theft of such **Property** from an unattended **Vehicle** unless such **Vehicle** is protected as described under the terms of **Section** Condition 1 of this **Section**
- 5 **Damage** not occurring within the **Territorial Limits**
- 6 The **Excess** shown in the **Schedule**



# Conditions

The Policy Conditions apply to this Section and in addition:

## 1 Vehicle Protections

Whenever **Property Insured** is left in unattended **Vehicles**, the **Insured** must ensure that

- a all security locks, alarms and other security devices are maintained in an efficient working condition
- b all doors are locked, windows and other openings closed and securely fastened and all intruder alarm installations and other security devices are made operative whenever the **Vehicles** are left unattended
- c the **Property Insured** is hidden from view

## 2 Alteration in Risk

The **Insured** must notify the **Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of the **Insured**, or if in respect of any of the **Property Insured** there is any alteration

- a due to its disposal or removal
- b in respect of which the interest of the **Insured** ceases except by will or operation of law
- c in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the **Premises**
- d to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by the **Insured** to the **Insurer** at inception, renewal or variation of the **Policy**

which materially increases the risk of **Damage** as insured by this **Section**.

Upon being notified of any such alteration, the **Insurer** may, at its absolute discretion

- a continue to provide cover under this **Section** on the same terms
- b restrict the cover provided by this **Section**
- c impose additional terms
- d alter the premium
- e cancel this **Section** and the **Policy**.

If the **Insured** fails to notify the **Insurer** of any such alteration, the **Insurer** may

- a treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if the **Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the **Insurer** would have applied had it known of the increase in risk
- c reduce proportionately the amount paid or payable on any claim, the proportion for which the **Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **Insurer** would have charged had it known of the increase in risk.

## 3 Additional Claims Conditions

The **Insurer** will not pay for any claim for **Damage** which is not notified to the **Insurer** within thirty (30) days of the occurrence of such **Damage**.

## 4 Reinstatement

If any **Property** is to be reinstated or replaced by the **Insurer**, the **Insured** shall at their own expense provide all documents, books and information as may reasonably be required. The **Insurer** shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this **Section** more than its **Sum Insured**.

# Section 3 – Liabilities

## Definitions applying to Employers' Liability and Public and Products Liability

### Business

The **Business** specified in the **Schedule** conducted solely from the **United Kingdom** and including

- 1 the ownership, maintenance and repair of **Premises** used in connection therewith
- 2 the provision and management of canteen, social, sports or welfare organisations for the benefit of **Members** and **Employees** and the ambulance, first aid, fire, medical and security services of the **Insured**
- 3 the execution of private duties by **Employees** for any official, trustee or committee member of the **Insured**.

### Employee

- a Any person under a contract of service or apprenticeship with **The Insured**
- b any of the following persons whilst working for **The Insured** in connection with the **Business**
  - i any labour master or labour only subcontractor or person supplied by him
  - ii any self-employed person providing labour only
  - iii any trainee or person undergoing work experience
  - iv any voluntary helper
  - v any person who is borrowed by or hired to **The Insured**.

### Limit of Indemnity

The limit of indemnity specified in the **Schedule**

### Offshore Installations

- 1 any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- 2 any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- 3 any pipe or system of pipes in the sea or tidal waters
- 4 any installation which is intended to provide accommodation for persons who work on or from the locations specified in 1, 2 or 3 of this definition.

### Act of Terrorism

Any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

# Employers Liability

## Definitions

### Injury

Bodily Injury, Death, disease, illness, mental Injury, mental anguish or nervous shock.

### Territorial Limits

#### 1 The United Kingdom

- 2 elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the **United Kingdom** and caused whilst such **Employee** is temporarily employed outside these territories provided that any action for compensation in respect of such **Injury** is brought in a court of law within the said territories or any other member country of the European Union.

## Cover

The **Insurer** will indemnify the **Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of **Injury** sustained by any **Employee** arising out of and in the course of the employment or engagement of such person by the **Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**.

### Costs and Expenses

In addition the **Insurer** will pay costs and expenses incurred by the **Insurer** or with the written consent of the **Insurer**

- 1 in connection with the defence of any claim
- 2 for representation of the **Insured**
  - a at any coroner's inquest or fatal Accident inquiry in respect of Death
  - b at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**which may be the subject of indemnity under this **Section**.

### Limit of Indemnity

- a The **Insurer's** Limit of Indemnity for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health and Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity specified in the **Schedule**.
- b The Limit of Indemnity in respect of an Act of **Terrorism** shall not exceed £5,000,000. If the **Insurer** alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the **Insured**.

## Extensions

### 1 Indemnity to Other Parties

If the **Insured** so request the **Insurer** will indemnify the following parties

- a any officer or committee member or other member of the **Insured's** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b any **Member** or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this **Section** if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this **Section**
- c any principal for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against the **Insured**

Provided that

- i each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply
- ii the **Insurer's** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity.

### 2 Health and Safety at Work – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and if the **Insured** so request any partner, director or **Employee** of the **Insured** in the terms of this **Section** in respect of

- a costs and expenses incurred with the **Insurer's** written consent
- b costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- 1 the proceedings relate to the health, safety or welfare of any **Employee**
- 2 the **Insurer** shall have the conduct and control of all the said proceedings and appeals the **Insurer** will not pay for
  - i fines or penalties of any kind
  - ii proceedings or appeals in respect of any deliberate act or omission
  - iii costs or expenses insured by any other **Policy**.

### 3 Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of **Injury** sustained by any **Employee** arising out of and in the course of employment or engagement by the **Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**

- a is obtained by such **Employee** in any court situate within the **United Kingdom** against any person or corporate body domiciled or operating from **Premises** within such territories and
- b remains wholly or partly unsatisfied six (6) months after the date of such judgement the **Insurer** will if the **Insured** so request pay to the said **Employee** the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i there is no appeal outstanding
- ii the **Employee** shall have assigned the judgement to the **Insurer**
- iii this **Section** was shown in the **Schedule** at the time of the **Injury**.

### 4 Court Attendance Compensation

If during the **Period of Insurance** any **Member** or **Employee** of the **Insured** is required to attend court as a witness at the request of the **Insurer** in connection with a claim which is the subject of indemnity under this **Section** the **Insurer** will pay compensation to the **Insured** on the following scale for each day that attendance is required

- a any **Member**            £250
- b any **Employee**        £150

### 5 Manslaughter Defence Costs

The **Insurer** will indemnify the **Insured** in respect of

- a legal costs and expenses incurred with the prior written consent of the **Insurer** and
- b costs of the prosecution awarded against the **Insured**

in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal **Injury** sustained and caused during the **Period of Insurance** in connection with the **Business** and which may be the subject of indemnity under this **Section**

Provided that

- 1 the maximum amount payable under this extension shall not exceed £5,000,000 during any one **Period of Insurance**
- 2 all amounts payable under this extension will form part of and are not in addition to the **Limit of Indemnity** under this **Section** as stated in the **Schedule**
- 3 where the **Insurer** has already indemnified the **Insured** in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this extension

- 4 the **Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of the **Insured** prior to their appointment the **Insurer** will not pay for
- (a) any fines or penalties imposed on the **Insured** or the cost of implementing any remedial order or publicity order
  - (b) legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the **Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
  - (c) costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
  - (d) costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than the **United Kingdom**
  - (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
    - i the **Insured**
    - ii any partner or director of the **Insured**
    - iii any **Employee**

## Exclusions

**Policy Exclusion 3 applies to this Section and in addition it does not cover:**

### 1 Mechanically Propelled Vehicles

liability in respect of **Injury** to any **Employee** arising out of the ownership possession or use by or on behalf of the **Insured** of any mechanically propelled **Vehicle** or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

### 2 Offshore Installations

liability in respect of **Injury** to any **Employee** who is working on visiting or travelling to or from **Offshore Installations**.

## Conditions

**The Policy Conditions 1–10 apply to this Section and in addition the following:**

### 1 Compulsory Insurance Legislation

The indemnity granted by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom** but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

### 2 Certificate of Employers' Liability

If this **Policy** or **Section** is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

### 3 Alteration in Risk

The **Insured** must notify the **Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a in or to the **Business**
- b in the ownership of the **Insured**
- c to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by the **Insured** to the **Insurer** at inception, renewal or variation of the **Policy**

which materially increases the risk of legal liability to pay costs and expenses as insured by this **Section**.

Upon being notified of any such alteration, the **Insurer** may, at its absolute discretion

- a** continue to provide cover under this **Section** on the same terms
- b** restrict the cover provided under this **Section**
- c** impose additional terms
- d** alter the premium
- e** cancel this **Section** and the **Policy**.

If the **Insured** fails to notify the **Insurer** of any such alteration, the **Insurer** may

- a** treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if the **Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b** treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the **Insurer** would have applied had it known of the increase in risk
- c** reduce proportionately the amount paid or payable on any claim, the proportion for which the **Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **Insurer** would have charged had it known of the increase in risk.

# Public and Products Liability

## Definitions

### Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos.

### Injury

- 1 Bodily Injury, Death, disease, illness, mental Injury, mental anguish or nervous shock
- 2 invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

### Pollution or Contamination

- 1 All **Pollution or Contamination** of buildings or other structures or of water or land or the atmosphere and
- 2 all **Injury**, or **Damage** directly or indirectly caused by such **Pollution or Contamination**.  
All **Pollution or Contamination** which arises out of or in connection with one incident shall be deemed to have occurred at the time such incident takes place.

### Products

Any **Goods** or other material property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the **Insured** in connection with the **Business** and not in the charge or control of the **Insured**.

### Territorial Limits

- 1 **United Kingdom**
- 2 in respect of **Injury**, loss or **Damage** caused by or arising from
  - i manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and
  - ii non-manual work occurring during any temporary visit or journey to the United States of America or Canada
  - iii by any **Member** or **Employee** of the **Insured** normally resident within the **United Kingdom**

## Cover

### Item 1 Public Liability

The **Insurer** will indemnify the **Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental

- 1 **Injury** to any person
- 2 **Damage** to material **Property**
- 3 nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business** and not caused by or arising from **Products** other than
  - a any Products connected with
    - i the provision and management of canteen, social, sports or welfare organisations for the **benefit** of **Employees** and the ambulance, first aid, fire, medical and security services of the **Insured**
    - ii the execution of private duties by **Employees** for any partner, director or senior official of the **Insured**
  - b any food or drink supplied to partners, directors, **Employees** or non-paying guests of the **Insured**
  - c the disposal of furniture and office equipment originally intended solely for use by the **Insured** in connection with the **Business** and which is no longer required for that purpose
  - d the accidental obstruction of pedestrian or vehicular traffic caused by loads delivered by any **Vehicle** of the **Insured**.

## Item 2 Products Liability

The **Insurer** will indemnify the **Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental

- 1 **Injury** to any person
- 2 **Damage** to material **Property** occurring during the **Period of Insurance** and caused by or arising from **Products**.

### Costs and Expenses

In addition the **Insurer** will pay costs and expenses incurred by the **Insurer** or with the written consent of the **Insurer**

- a in connection with the defence of any claim
- b for representation of the **Insured**
  - i at any coroner's inquest or fatal accident inquiry in respect of Death
  - ii at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury** or **Damage**

which may be the subject of indemnity under this Section.

### Limit of Indemnity

- 1 The **Insurer's** liability for all compensation payable in respect of
  - a any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
  - b all **Injury** and **Damage** sustained by all claimants occurring during any one **Period of Insurance** and caused by and arising from **Products**
  - c all Pollution or Contamination which is deemed to have occurred during any one **Period of Insurance** shall not exceed the **Limit of Indemnity**.
- 2 The **Insurer's** liability shall not exceed the **Limit of Indemnity** or £5,000,000 (whichever is the lesser) in respect of an act of **Terrorism**. If the **Insurer** alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the **Insured**.

### Extensions

#### 1 Indemnity to Other Parties

If the **Insured** so request the **Insurer** will indemnify the following parties

- a any officer or committee member or other **Member** of the **Insured's** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b any **Member** or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this **Section** if the claim had been made against the **Insured** as though each party were individually named as the **Insured** in this **Section**
- c any principal for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against the **Insured**
- d any officer or committee member or other **Member** of the **Insured** Club in their respective capacities as such as though each such party was individually named as the **Insured** in this **Section**

Provided that

- 1 each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply
- 2 the **Insurer's** liability to the **Insured** and all parties indemnified shall not exceed in total the **Limit of Indemnity**.

#### 2 Joint Insured Cross Liabilities

If more than one party is named as the **Insured** this **Section** shall apply as though each were insured separately provided that the **Insurer's** liability to all parties indemnified shall not exceed in total the **Limit of Indemnity**.



### 3 Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any **Member** or **Employee** of the **Insured** or family member of such **Member** or **Employee** normally resident within the **United Kingdom** in the course of any journey or temporary visit to any other country made in connection with the **Business**.

### 4 Motor Contingent Liability

The **Insurer** will indemnify the **Insured** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any **Vehicle** not owned provided or being driven by the **Insured** but this **Section** does not cover liability

- a in respect of **Damage** to such **Vehicle**
- b arising out of any such use in any country outside the European Union
- c incurred by any party other than the **Insured**
- d incurred by any party identified in Extension 1 (Indemnity to Other Parties), paragraph b, other than an **Employee**

For the purpose of this Extension Cover Exclusion 1 of this **Section** does not apply.

### 5 Health and Safety at Work – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and if the **Insured** so request any **Member** or **Employee** of the **Insured** in the terms of this **Section** in respect of

- a costs and expenses incurred with the **Insurer's** written consent
- b costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- 1 the proceedings relate to the health, safety or welfare of any person other than an **Employee**
- 2 the **Insurer** shall have the conduct and control of all the said proceedings and appeals.

The **Insurer** will not pay for

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate act or omission
- (c) costs or expenses insured by any other insurance.

### 6 Data Protection Act

- a The **Insurer** will indemnify the **Insured** and at the **Insured's** request any **Member** or **Employee** of the **Insured** against the sums which the **Insured** or any **Member** or **Employee** of the **Insured** become(s) legally liable to pay as compensation, under **Section(s)** 22 and/or 23 of the Data Protection Act 1984 as amended by the Data Protection Act 1998, for **Damage** or distress resulting from failure of the **Insured** to comply with data protection legislation and caused in connection with the **Business** during the **Period of Insurance**.

Provided that the **Insured** is

- i a registered user in accordance with data protection legislation
  - ii not in business as a data processing bureau.
- b The total amount payable including all costs and expenses under this paragraph in respect of all claims occurring during any one **Period of Insurance** is limited to £250,000.
- c The **Insurer** will not pay for
    - i any **Damage** or distress caused by any deliberate act or omission by the **Insured** the result of which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission
    - ii any **Damage** or distress caused by any act of fraud or dishonesty
    - iii the costs and expenses of rectifying, rewriting or erasing data
    - iv. liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
    - v the payment of fines or penalties.

## 7 Defective Premises Act 1972

The **Insurer** will indemnify the **Insured** in the terms of this **Section** against liability incurred by the **Insured** under **Section 3** of the Defective **Premises** Act 1972 in connection with premises or land disposed of by the **Insured**.

The **Insurer** will not pay for

- a the cost of rectifying any **Damage** or defect in the **Premises** or land disposed of
- b liability for which the **Insured** is entitled to indemnity under any other insurance.

## 8 Consumer Protection and Food Safety Acts – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and if the **Insured** so request any **Member** or **Employee** of the **Insured** in the terms of this **Section** in respect of legal costs and expenses incurred with the written consent of the **Insurer** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a Part 2 of the Consumer Protection Act 1987 or
- b **Section(s)** 7, 8, 14, and/or 15 of the Food Safety Act 1990 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business** provided that the **Insurer** shall have the conduct and control of all the said proceedings and appeals.

The **Insurer** will not pay for

- 1 fines or penalties of any kind
- 2 proceedings or appeals in respect of any deliberate act or omission
- 3 costs or expenses insured by any other **Policy**.

## 9 Court Attendance Compensation

If during the **Period of Insurance** any **Member** or **Employee** of the **Insured** is required to attend court as a witness at the request of the **Insurer** in connection with a claim which is the subject of indemnity under this **Section** the **Insurer** will pay compensation to the **Insured** on the following scale for each day that attendance is required

- a any **Member** £250
- b any **Employee** £150

## 10 Contractual Liability

In respect of liability assumed by the **Insured** by a contract or agreement entered into by the **Insured** and which would not have attached in the absence of such contract or agreement the indemnity provided by this **Section** shall only apply if the sole conduct and control of any claim is vested in the **Insurer**

Provided that the **Insurer** shall not in any event provide indemnity

- a under Exclusion 9a of this **Section** except as stated therein
- b in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

## 11 Manslaughter Defence Costs

The **Insurer** will indemnify the **Insured** in respect of

- a legal costs and expenses incurred with the prior written consent of the **Insurer** and
- b costs of the prosecution awarded against the **Insured**

in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal **Injury** occurring during the **Period of Insurance** in connection with the **Business** and which may be the subject of indemnity under this **Section**

Provided that

- 1 the maximum amount payable under this extension shall not exceed £5,000,000 during any one **Period of Insurance** or the Limit of Indemnity under this **Section** as stated in the **Schedule** whichever is the lesser
- 2 all amounts payable under this extension will form part of and are not in addition to the **Limit of Indemnity** under this **Section** as stated in the **Schedule**

**3** where the **Insurer** has already indemnified the **Insured** in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this extension

**4** the **Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of the **Insured** prior to their appointment

the **Insurer** will not pay for

- (a) any fines or penalties imposed on the **Insured** or the cost of implementing any remedial order or publicity order
- (b) legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the **Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- (c) costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- (d) costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than the **United Kingdom**
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
  - i the **Insured**
  - ii any partner or director of the **Insured**

## 12 Financial Loss

This **Section** is extended to indemnify the **Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental **Financial Loss** sustained in connection with the **Business** by the claimant within the **United Kingdom** and for which any claim is

- a first made in writing against the **Insured** during the **Period of Insurance** and
- b notified to the **Insurer** during the same **Period of Insurance** or within 30 days of the expiry of such **Period of Insurance**

In addition the **Insurer** will pay costs and expenses incurred by the **Insurer** or with the written consent of the **Insurer**

- 1 in connection with the defence of any claim
- 2 at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of alleged breach of statutory duty resulting in **Financial Loss**

which may be the subject of indemnity under this Extension

provided that

- (a) the **Insurer's** liability under this extension for all claims first made against the **Insured** during any one **Period of Insurance** is limited to £2,000,000 in total but not exceeding £1,000,000 in respect of any claims for libel and/or slander
- (b) for the purposes of this extension **Financial Loss** shall mean a pecuniary loss or expense incurred by any person other than the **Insured** or a partner director or **Employee** of the **Insured**
- (c) the indemnity granted by Extension 2 Joint **Insured** Cross Liabilities shall not apply to this extension
- (d) the **Insured** shall be responsible for the first 10% of compensation and costs and expenses payable in respect of each and every claim made against the **Insured** subject to a minimum contribution of £500 in respect of each and every claim

This Extension does not cover

### 1 Injury and Damage

liability in respect of

- a **Injury** to any person
- b loss or **Damage** to any material **Property**
- c nuisance trespass obstruction or interference with any right of way air light or water
- d wrongful arrest detention imprisonment or eviction of any person or invasion of right of privacy
- e infringement of patent copyright design trademark trade name or any other intellectual property rights

- 2 Contractual Liability  
liability assumed by the **Insured** either directly or indirectly by a contract or agreement entered into by the **Insured**
- 3 **Property** in the charge or control of the **Insured**  
liability in respect of **Financial Loss** incurred as a result of loss or **Damage** to material **Property** belonging to or in the charge or control of the **Insured** or failure to return such **Property**
- 4 Delays or **Damage** to **Goods** Supplied  
liability in respect of
  - a the costs of or arising from the need for making good removal repair rectification replacement or recall of any **Products**
  - b diminution in value of **Products** or work executed by or on behalf of the **Insured**
  - c delay non-completion strikes labour disputes financial default insolvency or non delivery of **Products**
- 5 Fraud and Dishonesty  
liability arising out of any act of fraud or dishonesty by the **Insured** or any partner director or **Employee** of the **Insured** or inducement of breach of contract
- 6 Breach of Duty  
Liability arising from actual or alleged breach of duty breach of trust breach of contract neglect error misstatement misleading statement omission breach of warranty of authority or other act done or wrongfully attempted by any director or officer of the **Insured**
- 7 Retroactive Date  
liability arising out of or in connection with
  - a any occurrence happening before the inception date of this Extension
  - b any event or circumstances known to the **Insured** at inception of this Extension which may give rise to a claim for **Financial Loss**

## Exclusions

**Policy Exclusions 2, 3 and 9 apply to this Section and in addition it does not cover:**

- 1 Liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by the **Insured**.
- 2 Liability in respect of **Injury** or **Damage** arising in connection with work on or travel to or from **Offshore Installations**.
- 3 Liability in respect of
  - a fines, penalties or liquidated damages
  - b punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.
- 4 Liability in respect of
  - a Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory
  - b Pollution or Contamination occurring elsewhere unless 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**.
- 5 Liability arising out of the ownership, possession or use by or on behalf of the **Insured** of any mechanically propelled **Vehicle** (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply in respect of the loading or unloading of such **Vehicle** or the delivery or collection of **Goods** to or from such **Vehicle** except where more specifically insured by any other **Policy**.
- 6 Liability arising out of the ownership, possession or use by or on behalf of the **Insured** of any vessel or craft designed to float on or in or travel through water, air or space (other than hand-propelled watercraft).
- 7 Liability in respect of **Damage** to any **Property** belonging to or in the charge or control of the **Insured** other than
  - a personal effects or **Vehicles** of any **Member** or **Employee** of or visitor to the **Insured**
  - b **Premises** (and their contents) not belonging, leased, rented or hired to the **Insured** but temporarily in the charge of the **Insured** for the purpose of carrying out work
  - c **Premises** (including their fixtures and fittings) leased, rented or hired to the **Insured** but this **Section** does not cover liability attaching to the **Insured** solely under the terms of any tenancy or other agreement.

- 8** Liability in respect of
- a** **Damage** to any **Goods** or other **Property** sold, supplied, delivered, installed or erected by or on behalf of the **Insured**
  - b** all costs of or arising from the need for reinstatement, making good, removal, repair, rectification, replacement or recall of
    - i** any such **Goods** or **Property**
    - ii** any defective work executed by or on behalf of the **Insured** except that 8a and 8bi above shall not apply to liability in respect of **Damage** to the said **Goods** or **Property** if such **Damage** is caused by or arises from
      - 1** any alteration, repair or servicing work executed
      - 2** any other **Goods** or **Property** sold, supplied, delivered, installed or erected by the **Insured** under a separate contract.
- 9** In respect of **Injury** or **Damage** caused by or arising from **Products**
- a** any liability which attaches to the **Insured** solely under the terms of an agreement other than
    - i** under any warranty of **Goods** implied by law
    - ii** under any indemnity clause in any agreement between the **Insured** and any independent carrier in respect of **Injury**, loss or **Damage** caused by **Products** entrusted to such carrier for **Transit** by road rail or waterway
  - b** any **Product** installed or incorporated in any craft designed to travel in or through air or space
  - c** any claim made against the **Insured** in any country outside the European Union in which the **Insured** occupy premises or are represented by any resident **Employee** or holder of the **Insured**'s power of attorney
  - d** any liability arising from any **Products** exported by the **Insured** or with their knowledge to the United States of America or Canada.
- 10** Liability for **Injury** or **Damage** arising out of or in connection with design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the **Insured** other than where provided or performed in connection with any **Product** insured by this **Section**.
- 11** Liability in respect of loss of or **Damage** to any **Property**
- a** comprising or to be incorporated in the contract works in respect of any contract undertaken by the **Insured**
  - b** against which the **Insured** are required to effect insurance under the terms of Clause 6.5.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract conditions requiring insurance of a like kind.
- 12 a** liability in any way caused by, arising from or contributed to by
- i** exposure to or inhalation of **Asbestos**
  - ii** fear of the consequences of exposure to or inhalation of **Asbestos**
- b** liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of **Asbestos**
- 13** The Amount of the **Excess** shown in the **Schedule**.

## Conditions

**Policy Conditions 1–11 apply to this Section and in addition the following:**

### 1 Alteration in Risk

The **Insured** must notify the **Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a** in or to the **Business**
- b** in the ownership of the **Insured**
- c** to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by the **Insured** to the **Insurer** at inception, renewal or variation of the **Policy**

which materially increases the risk of legal liability to pay costs and expenses as insured by this **Section**.

Upon being notified of any such alteration, the **Insurer** may, at its absolute discretion

- a continue to provide cover under this **Section** on the same terms
- b restrict the cover provided under this **Section**
- c impose additional terms
- d alter the premium
- e cancel this **Section** and the **Policy**.

If the **Insured** fails to notify the **Insurer** of any such alteration, the **Insurer** may

- a treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if the **Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the **Insurer** would have applied had it known of the increase in risk
- c reduce proportionately the amount paid or payable on any claim, the proportion for which the **Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **Insurer** would have charged had it known of the increase in risk.

# Section 4 - Personal Accident

## Section Definitions

### Accidental Bodily Injury

Bodily Injury caused by

- a accidental violent external and visible means
- b unavoidable exposure to the elements.

### Aircraft Accumulation Limit

The **Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by the **Insurer** to the **Insured** for all **Losses** involving any aircraft.

### Benefit

The sum or sums of money that the **Insurer** has agreed to pay the **Insured** or, as applicable, the **Insured Person** as shown in the **Schedule**.

### Contamination

Contamination or poisoning of people by nuclear and/or chemical and/or biological substances which cause illness and/or disablement and/or **Death**.

### Conveyance Accumulation Limit

The **Insurer's** maximum liability in the aggregate under this **Section** and any other group personal accident and business travel policies issued or to be issued by the **Insurer** to the **Insured** in respect of any one originating event involving any motorised or powered transport with the exception of aircraft.

### Death

Death caused by **Accidental Bodily Injury**.

### Event Accumulation Limit

The **Insurer's** maximum liability in total under this **Section** and any other group personal accident and/or business travel policies issued or to be issued by the **Insurer** to the **Insured** for all **Losses** not involving air travel.

### First Aid Expenses

Expenses necessarily incurred by the **Insured Person** or the **Insured** on behalf of the **Insured Person** for immediate and urgent treatment due to the **Insured Person** having sustained **Accidental Bodily Injury** which results in a valid claim for any of the **Benefits** under Items 1 and 2 as shown in the Scale(s) of Compensation in the **Schedule**.

### Hospital

Any National Health Service Trust or registered private Hospital in the **United Kingdom** licensed by a recognised body for the undertaking of surgical operations.

### Hospitalisation

Any continuous period of 24 hours during which time the **Insured Person(s)** has been confined to **Hospital**.

### Insured Person

Any **Member**, player, umpire or scorer of the **Insured** Club.

### Loss

A loss or series of losses arising out of or consequent upon or contributed to directly or indirectly by one originating event.

### Loss of Hearing

Total and permanent **Loss of Hearing** in one or both ears which has lasted for three consecutive months of the **Insured Person(s)** lifetime and at the end of that period in the opinion of an independent qualified medical referee is beyond hope of improvement.

### Loss of Internal Organ

Total and permanent loss by removal or total and permanent effective loss of use of one lung or one kidney or the spleen or the liver

### **Loss of Limb**

Total and permanent loss by physical separation or total and permanent loss of use of a hand at or above the wrist or a foot at or above the ankle.

### **Loss of Sight**

Total and permanent loss of sight which will be considered as having occurred

- a** In both eyes if the **Insured** Person(s) name has been added to the Register of Blind Persons maintained by the government on the authority of a fully qualified ophthalmic specialist or
- b** In one eye if the degree of sight remaining after correction is either:
  - i** 3/60 or less on the Snellen Scale **Benefit** 100%
  - ii** between 3/60 and 6/60 on the Snellen Scale **Benefit** 10%

The **Insurer** will not pay more than the **Loss of Sight Benefit** as shown in the **Schedule**.

### **Loss of Speech**

Total and permanent loss of the ability to speak or communicate verbally.

### **Maximum Benefit**

The maximum amount of **Benefit** payable as shown in the Scale of Compensation in the **Schedule**.

### **Maximum Benefit Period**

The maximum length of time for which a **Benefit** is payable as shown in the **Schedule**.

### **Operative Time of Cover**

Whilst the **Insured Person** is at any ground or **Premises** in the **United Kingdom** where **The Insured** has agreed a fixture, organised training or other official club activity, including maintenance or preparation of the playing area, preparing or serving refreshments, maintenance or alteration work on club **Premises** (excluding demolition, constructing **Buildings**, work on roofs at heights exceeding 12 feet from the ground and the use of power driven machinery other than hand tools), carriage of club **Money** (assault) and direct travel other than by motorcycle to/from any match/practice organised or attended by the club.

### **Permanent Partial Disablement**

**Loss of Sight, Loss of Hearing, Loss of Speech, Loss of Limb or Loss of Internal Organ.**

### **Permanent Total Disablement**

Any permanent disablement other than **Loss of Sight** or **Loss of Hearing** or **Loss of Limb** or **Loss of Internal Organ** or **Loss of Speech** which having lasted without interruption for at least 12 months is without any reasonable prospect of improving and in the opinion of an independent qualified medical referee acceptable to the **Insurer** will in all probability permanently, completely and continuously prevent the **Insured Person(s)** from engaging in or giving attention to business profession or occupation of each and every kind.

### **Permanent Total Disablement - Continental Scale**

Compensation under **Permanent Total Disablement** is extended to include the following **Benefit** subject to a maximum total of 100% in the aggregate

#### **1 Permanent Total Disablement 100%**

#### **2 Permanent loss by physical separation of:**

- a** one thumb:
  - i** both phalanges 30%
  - ii** one phalange 15%
- b** one index finger:
  - i** three phalanges 20%
  - ii** two phalanges 13%
  - iii** one phalange 6%



- c one other finger:
    - i three phalanges 10%
    - ii two phalanges 6%
    - iii one phalange 3%
  - d one great toe:
    - i two phalanges 15%
    - ii one phalange 7.5%
  - e one other toe:
    - i three phalanges 5%
    - ii two phalanges 3%
    - iii one phalange 1.5%
- 3 Permanent total loss of use of:
- a Shoulder or Elbow 25%
  - b Wrist, Hip, Knee or Ankle 20%
- 4 Removal by Surgical Operation of Lower Jaw 30%
- 5 Sickness resulting in Loss Of Sight or Permanent Total Disablement by Paralysis 20% which **the Insured** Person has survived for at least one month from the date of the occurrence.  
In the event of Partial loss for 2 above proportionately lower percentage of compensation will be payable.

### Physiotherapy Treatment

The treatment of Injury by physical manipulation, massage, remedial exercise and/or the application of heat, light, Ultraviolet or Infra Red Rays, Electrical Current or Ultrasound waves by a qualified physiotherapist

### Temporary Partial Disablement

Disablement that completely prevents the **Insured Person** from performing each and every function of their **Usual Occupation**.

### Temporary Total Disablement

Disablement which completely prevents the **Insured Person(s)** from performing each and every function of their **Usual Occupation** but is not **Permanent Total Disablement**.

### Usual Occupation

The tasks, duties and other functions which the **Insured Person's** employer normally pays the **Insured Person** to perform in connection with their employment.

### Weekly Benefit

The amount shown in the Scale of Compensation which the **Insurer** will pay to the **Insured** for each complete working week during any period of **Temporary Total Disablement** of an **Insured Person(s)**.

## Cover

### Standard Cover

Where Standard Cover is selected in the **Schedule** the **Insurer** will pay **the Insured** in respect of benefits 1 to 3 in accordance with the Standard Cover Scale of Compensation specified in the **Schedule**

### Gold Cover

Where Gold Cover is selected in the **Schedule** the **Insurer** will pay the **Insured** in respect of benefits 1 to 4 in accordance with the Gold Cover Scale of Compensation specified in the **Schedule**

## Benefits

### 1 Personal Accident

The **Insurer** will pay the **Insured** compensation in accordance with the **Standard Cover** Scale of Compensation specified in the **Schedule** if any **Insured Person** suffers **Accidental Bodily Injury** during the **Period of Insurance** and **Operative Time of Cover** which, within 12 months thereof solely, directly and independently of any other cause results in the **Death, Permanent Total Disablement, Permanent Partial Disablement** or **Temporary Total Disablement** of an **Insured Person(s)**.

### 2 Dental/Optical Treatment - cost of repair/replacement of broken/cracked spectacles or dentures

The **Insurer** will pay any dental or optical treatment expenses and/or the cost of repair/replacement of broken/cracked spectacles or dentures reasonably incurred by any **Insured Person** in direct connection with any Accident whilst engaging in Club activities up to but not exceeding the amount specified in the **Schedule** in respect of any one Accident excluding replacement or repair of contact lenses or **property** otherwise insured.

### 3 Hospitalisation Benefit

If as a result of having sustained **Accidental Bodily Injury** an **Insured Person(s)** is admitted to **Hospital** as an in-patient for a period of not less than 24 hours on the recommendation of the **Insured Person(s)** own general practitioner or an appropriate doctor attached to the **Hospital**, the **Insurer** will pay the **Insured** up to the amount specified in the **Schedule**.

### 4 Physiotherapy Treatment

The **Insurer** will pay up to the amount specified in the **Schedule** in respect of each **Insured Person** for **Physiotherapy Treatment** deemed appropriate by The **Insured Person's** medical attendant due to the **Insured Person** having sustained **Accidental Bodily Injury** whilst engaging in Club activities which results in the inability to participate in matches provided that the **Insured Person** is under 80 years of age.

## Exclusions

**This section does not cover any claims:**

- 1 sustained whilst or consequent upon or contributed to directly or indirectly by an **Insured Person** engaging in:
  - a air travel other than as a fare paying passenger in a fully licenced passenger carrying aircraft.
  - b active service in the armed forces of any Nation, International Authority or other such organisation.
- 2 arising out of or consequent upon or contributed directly or indirectly by:
  - a any claim arising out of or consequent upon or contributed directly or indirectly to by the **Insured** Person(s) taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the **Insured** Person's own drug addiction or alcoholism.
  - b the **Insured Person** committing a criminal act or whilst engaged in civil commotion or riot of any kind.
- 3 arising out of any occurrence outside of the **United Kingdom**
- 4 caused or contributed to directly or indirectly by:
  - a pregnancy or childbirth
  - b sexually transmitted diseases including HIV (Human Immunodeficiency Virus) and/or AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused.
  - c the suicide, intentional self-**Injury** or insanity of or by the **Insured Person**
  - d sickness or disease (with the exception of Associated Illness) or any naturally occurring condition or gradually operating cause.
- 5 arising directly or indirectly out of any nuclear, chemical or biological **Contamination** due to any act of **Terrorism** regardless of any other event.
- 6 arising out of or consequent upon or contributed directly or indirectly to by ionising radiations radioactive **Contamination** or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 7 any claim or series of claims arising out of or consequent upon (or contributed to directly or indirectly by) any one originating **Event** not involving or relating to any aircraft and/or motorised or powered transport in excess of £20 million or the amount shown under the **Event Accumulation Limit** in the **Schedule** whichever shall be the lower.

- 8 any claim or series of claims arising out of or consequent upon (or contributed to directly or indirectly by) any one originating **Event** involving or relating to any aircraft in excess of the **Aircraft Accumulation Limit**.
- 9 any claim or series of claims arising out of or consequent upon (or contributed to directly or indirectly by) any one originating **Event** involving or relating to any motorised or powered transport other than aircraft in excess of the **Conveyance Accumulation Limit**.

## Conditions

### 1 Misrepresentation of facts relevant to an **Insured Person**

If a claim is made under this **Section**, the **Insurer** will not invoke the remedies which might otherwise have been available to it under Policy Condition 1. Fair Presentation of the Risk as against the **Insured**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **Insured Person**. If the **Insured Person** concerned or the **Insured** on their behalf makes a careless misrepresentation of facts, the **Insurer** may invoke the remedies available to it under Policy Condition 1 as against that **Insured Person** only, as if a separate insurance contract had been issued to such person, leaving the remainder of the **Policy** unaffected.

### 2 Fraudulent Claims

If any fraud to which Policy Condition 6 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of the **Insured**), Policy Condition 6 should be read as if it applies only to that **Insured Person's** claim and references to the **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole.

### 3 The **Insurer** will not pay more than the **Maximum Benefit** for any one **Insured Person(s)** as shown in the **Schedule**.

### 4 Payment by the **Insurer** to the **Insured** of any **Weekly Benefit** does not prejudice the **Insured's** entitlement to any other **Benefit**, but payment of **Weekly Benefit** will cease if the **Insurer** pays any of the Capital Sum **Benefits** following payment of which the **Insurer** will not be liable to pay any further **Benefits** in respect of the same **Insured Person(s)**.

### 5 The **Schedule** shows the amount of **Weekly Benefit** payable to the **Insured** for each complete working week of **Temporary Total Disablement**. Payment for any incomplete working week will be calculated as a proportion of the **Weekly Benefit** amount shown in the **Schedule**.

### 6 The **Insurer** will not pay more than one of the **Benefits** 1 to 8 shown in the Scale of Compensation in respect of any one **Insured Person(s)** for injuries arising from the same originating event.

### 7 Accumulation Limit

The **Insurer's** maximum liability for all accepted claim in aggregate in respect of all **Insured Person(s)** involved in the same originating event shall not exceed the **Aircraft Accumulation Limit**, **Conveyance Accumulation Limit** or **Event Accumulation Limit** as applicable. Where the aggregate total of all individual claims exceeds the Accumulation Limit the individual claims shall be reduced proportionately until the aggregate total of all individual claims does not exceed the lowest applicable Accumulation Limit in the **Schedule**.

### 8 Age Limit

No person aged 85 or over at commencement of the **Period of Insurance** will be covered by this **Section**

### 9 **Benefit** Limitations

- a The maximum **Benefit** payable in respect of **Death** of an **Insured** Person under 16 years of age is £2,500
- b The Maximum **Benefit** payable in respect of in respect of **Death** or any **Permanent Partial Disablement** benefits for an **Insured** Person between the ages of 80 and 85 shall not exceed £5,000
- c The **Temporary Total Disablement Benefit**
  - i shall not exceed the **Insured** Person's normal weekly wage
  - ii in the case of a person who is not gainfully employed shall be the cost of additional personal expenses actually incurred up to a maximum of the **Temporary Total Disablement Benefit** selected by the club.
  - iii shall not be paid for **Insured** Person's under the age of 16 or over the age of 80.

### 10 It is a condition precedent to the liability of the **Insurer** that the **Insured** must give immediate notice to the **Insurer** of any change to the occupation of any **Insured Person** from that which the **Insured** originally advised to the **Insurer**.

# Section 5 – Commercial Legal Expenses

The cover provided under this **Section** is a “claims made” indemnity and only covers **Claims** that the **Insured Person** first becomes aware of and notifies to the **Insurer** during the **Period of Insurance**.

## Definitions

In addition to the **Policy** Definitions on page 4 the following also apply to this **Section**:

### Acts of Parliament

All Acts of Parliament referred to in this **Section** will include a reference to all Orders and Regulations made under them and to any subsequent amendments, re-enactments, equivalent legislation, Regulations or Codes of Practice, enforceable within the **Geographical Limits**.

### Adjudication

Adjudication whether arising under the Housing Grant Construction and Regeneration Act 1996 or the Scheme or an adjudication arising out of any term in a Contract.

### Any One Claim

All **Claims** including any appeal against a judgment or decision arising out of the same original cause, event or circumstance without the intervention of any other cause starting from a new and independent source will be regarded as one **Claim**.

### Awards of Compensation

**Basic Awards** and **Compensatory Awards** made against the **Insured** by an Employment Tribunal, Employment Appeal Tribunal or Superior Court, or settlements agreed as a result of negotiation, conciliation or arbitration proceedings and to which the **Insurer's** previous Consent has been given, other than

- a any awards of compensation against the **Insured** for a redundancy payment or monies due under a contract of employment or
- b any award arising from a failure by the **Insured** to provide written reasons for dismissal or
- c any award or pay specified in a reinstatement or re-engagement order or
- d any financial benefit or compensation payable under any share option scheme or pension scheme.

### Basic Awards

Basic Awards are as determined in accordance with section 119 of the Employment Rights Act 1996. For the avoidance of doubt **Basic Awards** do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

### Claim

#### Cover Event 1a Employment Disputes and 1b Awards of Compensation

An application to an Employment Tribunal brought by or on behalf of any **Employee** against the **Insured** for monetary damages or other relief, including a request for reinstatement or re-engagement. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first receives an **Employee's** Claim Form (ETI) from an Employment Tribunal.

#### Cover Event 1c Employment Service Occupancy

A civil proceeding brought by the **Insured** for the pursuit of vacant possession of **Premises** belonging to the **Insured** and occupied by a previous **Employee** of the **Insured**. The circumstances that give rise to a **Claim** will begin immediately the **Insured** is first aware, or should reasonably have been aware, that a previous **Employee** has failed, or will fail, to vacate the **Premises** at the termination date of that **Employee's** contract of employment, resulting in provable financial loss to the **Insured**.

#### Cover Event 1d Breach of Restrictive Covenant

A civil proceeding brought by the **Insured** following an actual breach by a previous **Employee** of an express restrictive covenant in that previous **Employee's** contract of employment in respect of **Employees** or customers of the **Insured**. The circumstances that give rise to a **Claim** will begin immediately the **Insured** is first aware, or should reasonably have been aware, that a previous **Employee** has breached such an express restrictive covenant, resulting in provable financial loss to the **Insured**.

#### Cover Event 2 Taxation Proceedings

An **HMRC** Investigation. The circumstances that give rise to a **Claim** will begin immediately the **Insured** or the **Insured's** accountant is first aware, or should reasonably have been aware, that an **HMRC** Investigation will occur.

### **Cover Event 3 Criminal Prosecution Defence**

A criminal prosecution brought against the **Insured Person**. The circumstances that give rise to a **Claim** will begin immediately the **Insured Person** is first aware, or should reasonably have been aware, that criminal proceedings have been, or are to be, issued against that **Insured Person**.

### **Cover Event 4 Data Protection**

A civil proceeding brought against the **Insured Person** under Data Protection legislation. The circumstances that give rise to a **Claim** will begin immediately the **Insured Person** first receives:

- a a writ, summons or similar pleading for injunctive or nonpecuniary relief, third party proceeding, or counterclaim or
- b written notification from the Information Commissioner of a refusal of the **Insured Person's** application for registration or an alteration to the **Insured Person's** registration particulars or
- c an Enforcement, De-registration or Transfer Prohibition Notice from the Information Commissioner.

### **Cover Event 5 Personal Injury**

A civil proceeding brought by the **Insured Person** for monetary damages. The circumstances that give rise to a **Claim** will begin immediately the **Insured Person** suffers death or bodily injury.

### **Cover Event 6 Jury Service Allowance**

The circumstances that give rise to a **Claim** for **Jury Service Allowance** will begin immediately the **Insured** first knows, or should have known, that they have suffered proven financial loss as a result of a proprietor, partner, director or **Employee** of the **Insured** having been absent from work as a result of attendance for jury service.

### **Compensatory Awards**

Compensatory Awards are the amounts awarded at the discretion of an Employment Tribunal, Employment Appeal Tribunal or Superior Court intended to compensate for loss of earnings and benefits. For the avoidance of doubt **Compensatory Awards** do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

### **Data Protection Compensation Awards**

Compensation awarded under the terms of section 13 of the Data Protection Act 1998 against the **Insured** for the holding, loss or unauthorised disclosure of data.

### **Employee**

Any person under a permanent full or permanent part time contract of service or apprenticeship with the **Insured**.

### **Geographical Limits – (Events 1, 2, 3, 4, 5 & 6)**

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

### **HMRC**

HM Revenue & Customs.

### **HMRC Investigation**

#### **a Business Self Assessment Aspect Enquiry**

An enquiry following the issue of a formal written notice by **HMRC** under Paragraph 24(1) Schedule 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make an enquiry into one or more specific aspects of the **Insured's Business** self assessment return or

#### **b Business Self Assessment Full Enquiry**

An enquiry following the issue of a formal written notice by **HMRC** under Paragraph 24(1) Schedule 18 Finance Act 1998 or under S9A or S12AC of the Taxes Management Act 1970 to examine the whole of the **Insured's Business** self assessment return or

#### **c Employer Compliance Dispute**

A dispute which takes place following a formal written expression of dissatisfaction with the **Insured's** PAYE, National Insurance Contributions or Construction Industry Scheme affairs following an employer compliance check by **HMRC** or following a formal written expression of dissatisfaction with the **Insured's** P11Ds or P9Ds or

#### **d VAT Dispute**

A dispute which takes place following:

- i** a VAT compliance check where a written decision, assessment or statement of alleged arrears is received from **HMRC** in respect of the **Insured's** Value Added Tax Return or
- ii** the receipt by the **Insured** of a formal written notice of VAT default surcharge.

#### **Insured Person**

The **Insured** and, at the request of the **Insured** with the agreement of the **Insurer**, the **Insured's** proprietors, partners and directors and also all **Employees** acting in the normal course of their employment.

#### **Insurer**

Allianz Insurance plc trading as Allianz Legal Protection.

#### **Jury Service Allowance**

The payment of up to £100 per day to the **Insured** in respect of an **Insured Person** who is absent from work as a result of their attendance for jury service within the **Geographical Limits**, but only in so far as this is not otherwise recoverable from the relevant court and payment of such sum has been made by the **Insured** to the **Insured Person** under any contract of employment. The amount that the **Insurer** will pay is based on

- a** the time the **Insured Person** is off work including the time it takes to travel to and from the court. This will be calculated to the nearest half day assuming that a whole day is eight hours
- b** if the **Insured Person** works full time, the salary or wages for each day equals 1/250th of the **Insured Person's** annual salary or wages
- c** if the **Insured Person** works part time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages.

#### **Lawphone Legal Helpline**

A telephone advisory service provided by the **Insurer**:

- a** to advise the **Insured** on **Business** related legal matters and
- b** for the **Insured** to report all **Claims** under this **Section** to the **Insurer**.

#### **Legal Expenses**

##### **Fees and Expenses**

- a** any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative** on the **Standard Basis** and up to the Guideline Hourly Rates set by the Senior Court Costs Office, as may be agreed and confirmed by the written consent of the **Insurer** in respect of any **Claim**, including costs and expenses of expert witnesses and those incurred by the **Insurer** in connection with such **Claim**
- b** any costs incurred by other parties, insofar as the **Insured Person** is held liable in a civil court or tribunal to pay such costs or under a settlement made with another party with the **Insurer's** consent, but excluding any costs which the **Insured Person** may be ordered to pay by a court of criminal jurisdiction
- c** any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative** on the **Standard Basis** and up to the Guideline Hourly Rates set by the Senior Court Costs Office, as may be agreed and confirmed by the written consent of the **Insurer** in an appeal, or in resisting an appeal, against the judgment of a relevant court or tribunal
- d** any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative** on the **Standard Basis** and up to the standard rates set by the courts or at such rates, or in such amounts, as may be agreed and confirmed by the written consent of the **Insurer** where it is necessary for an accountant to represent the **Insured** in connection with any **Claim** relating to an **HMRC Investigation** or subsequent appeal, but excluding any tax or interest and penalties demanded, assessed or requested by **HMRC**.

#### **Legal Representative**

A solicitor, barrister, accountant or any other appropriately qualified person appointed in the name of and on behalf of the **Insured Person** with the agreement of the **Insurer** to act for the **Insured Person** in accordance with the terms of this **Section**.

### Reasonable Prospects of a Satisfactory Outcome

- a In civil proceedings **Reasonable Prospects of a Satisfactory Outcome** only exist if the **Legal Representative** advises that the **Insured Person** is more likely than not to succeed, assuming the case was determined at trial or other final hearing at first instance and the likely damages claimed and recovered by or against the **Insured Person** will exceed the **Insured Person's** own likely **Legal Expenses**
- b In criminal proceedings **Reasonable Prospects of a Satisfactory Outcome** only exist if
  - i the **Insured Person** is more likely than not to succeed in defending the prosecution assuming the case was determined at trial or other final hearing at first instance or
  - ii the **Insured Person** is more likely than not to succeed in a significant mitigation of their sentence or fine where the **Insured Person** intends to plead guilty to the offence, or is advised to do so by the **Legal Representative**
- c In an Employer Compliance Dispute or VAT Dispute and in all appeals following an **HMRC Investigation** **Reasonable Prospects of a Satisfactory Outcome** only exist if the **Insured** is more likely than not to succeed in reversing the decision made or reducing the liabilities alleged by **HMRC**.

### Small Claims Court

- a A court in England & Wales that hears a **Claim** falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; or
- b A Sheriff Court in Scotland that hears a small claim; or
- c A **Small Claims Court** in Northern Ireland; or
- d Any equivalent Court that hears a small claim elsewhere within the **Geographical Limits**.

### Small Claims Limit

The maximum value of a **Claim** that can be heard in the **Small Claims Court**.

### Standard Basis

The assessment of **Legal Expenses** which are proportionate to the **Insured Person's Claim**.

### Tax Avoidance Scheme

Any matter which is notifiable to **HMRC** under the regulations for Disclosure of Tax Avoidance Schemes (DOTAS).

### Witness Attendance Allowance

The payment of up to £100 per day to the **Insured** in respect of the **Insured Person** who is absent from work as a result of their attending as a witness for the **Insured** at a hearing, court, tribunal or arbitration within the **Geographical Limits** at the request of the **Legal Representative** with the **Insurer's** written consent of, but only in so far as this is not otherwise recoverable from the relevant hearing, court, tribunal or arbitration. The amount that the **Insurer** will pay is based on

- a the time the **Insured Person** is off work including the time it takes to travel to and from the hearing, court, tribunal or arbitration. This will be calculated to the nearest half day assuming that a whole day is eight hours
- b if the **Insured Person** works full time, the salary or wages for each day equals 1/250th of the **Insured Person's** annual salary or wages
- c if the **Insured Person** works part time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages.

### Limit of Indemnity

The maximum amount the **Insurer** is liable to pay under this **Section** is:

- 1 As stated in the **Schedule**, **Any One Claim** other than a **Claim** relating to a **Business** Self Assessment Aspect Enquiry under Event 2 Taxation Proceedings, Event 6 **Jury Service Allowance**.
- 2 £2,000 **Any One Claim** relating to a **Business** Self Assessment Aspect Enquiry under Event 2 Taxation Proceedings.
- 3 £5,000 **Any One Claim** relating to Event 6 **Jury Service Allowance**.
- 4 £5,000 **Any One Claim** relating to **Witness Attendance Allowance**.
- 5 £1,000,000 for all **Claims** first notified to the **Insurer** during the **Period of Insurance**.

(collectively "the Limit of Indemnity")

The above amounts are all inclusive of **Legal Expenses**.

## Cover

The Insurer agrees to pay up to the Limit of Indemnity and on behalf of the Insured Person, Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance and Witness Attendance Allowance incurred by the Insured Person in the pursuit or defence of any Claim which:

- the Insured Person first becomes aware of and first notifies to the Insurer during the Period of Insurance; and
- is brought within the Geographical Limits; and
- falls within the cover provided by Events 1 to 6 described below

## Events (as shown in the Policy Schedule)

### 1 Employment Disputes and Awards of Compensation

The Insured has cover for:

#### a Employment Disputes

the defence of the legal rights of the **Insured** in a dispute in an Employment Tribunal with a previous, present or prospective **Employee** and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation

#### b Awards of Compensation

#### c Employment Service Occupancy

the pursuit of a previous **Employee** to recover possession of **Premises** belonging to the **Insured** and occupied for residential purposes by that previous **Employee** provided that:

- i the occupation of the **Property** by the previous **Employee** was conditional on their employment by the **Insured** and was specifically included as part of the remuneration within that previous **Employee's** contract of employment and
- ii the previous **Employee's** contract of employment has terminated and any notice period has been completed (whether notice of resignation or notice of dismissal and including where the **Employee** was placed on leave by the **Insured** for the whole, or part, of that notice period) and
- iii the date of termination of the previous **Employee's** contract of employment was not before the date this **Section** started

#### d Breach of Restrictive Covenant

the pursuit of an injunction against a previous **Employee** following a breach of an express restrictive covenant in that **Employee's** contract of employment with the **Insured**, where the previous **Employee** has:

- i solicited other **Employees** of the **Insured** or
- ii solicited customers of the **Insured**, resulting in proven financial loss to the **Insured**

Provided that for all **Claims** made under Event 1:

- a the **Insured** has issued all necessary documentation to an **Employee** as required by legislation
- b the **Insured** has consulted with and then followed with due diligence the advice and procedures provided by the **Lawphone Legal Helpline** before making any significant variation to an **Employee's** contract or taking any action which might lead to the giving of a formal warning to, or the dismissal of, an **Employee**
- c the **Insured** has consulted with the **Lawphone Legal Helpline** immediately the **Insured** knew, or ought reasonably to have known, of any cause, event or circumstance which has given or may give rise to a **Claim** involving the **Insured**

In respect of all parts of Event 1 – Employment Disputes and **Awards of Compensation** there is no cover for:

- a any **Claim** arising as a result of the **Insured's** failure to consult with and then follow with due diligence the advice and procedures provided by the **Lawphone Legal Helpline** before making any significant variation to an **Employee's** contract or taking any action which leads to the giving of a formal warning to, or the dismissal of, an **Employee**
- b any dispute with an **Employee** who was subject to either a written or verbal warning (formal or informal) in the six (6) months immediately preceding the first **Period of Insurance**
- c any dispute which necessitates the establishment of a transfer of employment under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive or a breach, or alleged breach, of either
- d any dispute arising out of any contract of service entered into between the **Insured** and any sub-contractor or with anyone who is self-employed



- e any dispute based upon, arising from or in consequence of any industrial dispute, industrial or labour arbitration or collective bargaining agreements
- f any costs or expenses incurred by the **Insured** arising out of an internal disciplinary hearing or grievance relating to an **Employee**

In respect of Event 1c – Employment Service Occupancy there is no cover for the defence of the **Insured's** legal rights, other than to defend a counter-claim.

In respect of Event 1d – Breach of Restrictive Covenant there is no cover for any dispute with any individual who before the inception of this **Section** either ceased to be an **Employee**, or was working during their notice period (whether notice of resignation or notice of dismissal and including where the **Employee** was placed on leave by the **Insured** for the whole, or part, of that notice period).

## 2 Taxation Proceedings

The **Insured** has cover for representation of the **Insured** in an **HMRC Investigation**, and in any appeal proceedings arising from that **HMRC Investigation**.

Provided that:

- a the **HMRC Investigation** arises out of the **Business** and
- b the **Insured** has kept accurate **Business** records in accordance with any relevant tax requirements and
- c all relevant tax returns have been filed on time and
- d **Reasonable Prospects of a Satisfactory Outcome** exist in respect of an Employer Compliance Dispute, VAT Dispute and in all appeals following an **HMRC Investigation**

In respect of Event 2 – Taxation Proceedings there is no cover for:

- a the preparation of accounts or self assessment returns
- b an **HMRC Investigation** which arises out of:
  - i deliberate or reckless or careless misstatements by the **Insured** in returns or submissions made to the relevant authorities
  - ii failure by the **Insured** to make accurate, truthful and up to date submissions or returns or
  - iii failure by the **Insured** to observe statutory time limits or requirements
- c an **HMRC Investigation** which arises solely from an investigation of earlier accounts or records
- d an enquiry under Public Notice 160 or Section 60 of the VAT Act 1994
- e any matter conducted by HMRC Specialist Investigations or conducted under the HMRC Civil Investigation of Fraud or Criminal Investigations procedures
- f the defence of any criminal prosecution
- g any matter arising from the failure of the **Insured** to register for PAYE, VAT, or the Construction Industry Scheme or to notify chargeability in relation to any tax within the relevant time limits
- h any matter relating to a **Tax Avoidance Scheme**
- i any matter relating to IR35 legislation
- j an **HMRC Investigation** arising from the payment of the National Minimum Wage.

## 3 Criminal Prosecution Defence

The **Insured Person** has cover for the defence of a criminal prosecution.

Provided that the criminal prosecution arises out of the **Business**.

In respect of Event 3 – Criminal Prosecution Defence there is no cover for:

- a criminal proceedings being brought against the **Insured Person** for:
  - i fraud, theft, money laundering or other dishonesty
  - ii offences against another person, including offences of a sexual nature
  - iii the manufacture, distribution or use of alcohol, drugs, indecent or obscene materials
  - iv owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans
  - v any investigation by **HMRC**

- vi pollution
- b any costs awarded against the **Insured Person** by a court of criminal jurisdiction.

#### 4 Data Protection

The **Insured** has cover for:

- a the defence of the legal rights of the **Insured** in a civil dispute arising out of the Data Protection Act 1998
- b an appeal by the **Insured** against a refusal of an application for registration or alteration of registered particulars
- c an appeal by the **Insured** against any Enforcement, Deregistration or Transfer Prohibition Notice
- d **Data Protection Compensation Awards.**

In respect of Event 4 – Data Protection there is no cover for any dispute or legal proceeding:

- a which relates to the prosecution of the **Insured**
- b which arises from a failure to register as a Data Controller
- c which arises from a failure to comply with any legislative requirement concerning the processing of Sensitive Personal Data.

#### 5 Personal Injury

The **Insured Person** has cover for the pursuit of their legal rights following an event which causes the **Insured Person's** death or bodily injury.

Provided that the death or bodily injury arises out of the **Business**

In respect of Event 5 – Personal Injury there is no cover for disputes between the **Insured** and the **Insured Person**.

#### 6 Jury Service Allowance

The **Insured** has cover for Jury Service Allowance.

## Exclusions

In addition to the **Policy** Exclusions and the exclusions listed under each Event, the following apply to all Events of this **Section**.

- 1 **Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance** incurred without the **Insurer's** written Consent.
- 2 Any **Claim** which does not arise from or relate to the **Business**, other than a **Claim** in respect of **Jury Service Allowance**.
- 3 Any **Claim** in respect of which the **Insured Person** is, or but for the existence of this **Section** would be, entitled to an indemnity or contribution under any other **Policy** or certificate of insurance, service contract or membership, except for any excess beyond the amount which would have been covered under such other **Policy**, certificate, service contract or membership.
- 4 Any **Claim** in respect of which the **Insured Person** is entitled to an indemnity or contribution under any other **Section** of this **Policy**.
- 5 Any **Claim** in respect of which the **Insured Person** is entitled to Legal Aid.
- 6 Any cause, event or circumstance occurring prior to or existing at the inception, or on or after the renewal, of this **Section** and which the **Insured Person** knew, or ought reasonably to have known, may give rise to a **Claim** by or against the **Insured Person**.
- 7 Any **Claim** arising out of a deliberate, conscious, intentional or reckless act by the **Insured Person** or where the **Insured Person** has shown wilful disregard for the need to take all reasonable steps to avoid, prevent and limit any such **Claim**.
- 8 Any **Claim** made, brought, commenced, continued or transferred outside of the **Geographical Limits**.
- 9 Any **Claim** where in the **Insurer's** opinion there are no **Reasonable Prospects of a Satisfactory Outcome**.
- 10 Fines or other penalties imposed by a court, tribunal or regulator, including any costs awarded against the **Insured Person** following criminal proceedings.
- 11 Any dispute between the **Insured Person** and the **Insurer**.
- 12 Any dispute between the **Insured Person** and the **Legal Representative** in respect of a **Claim** under this **Section**, or between the **Insured** and the provider of any Additional Service or telephone helpline available under this **Section**.
- 13 Any **Claim** relating to damage to goods in transit or goods lent or hired to third parties or goods at premises other than the **Premises**.
- 14 Any **Claim** arising from or relating to the operation of a franchise or distribution agreement.

- 15** Any dispute between individuals comprising the **Insured** or with any subsidiary, parent, associated or sister company or arising from a shareholding agreement, a partnership agreement or a trust.
- 16** Any **Claim** arising as a result of an allegation of libel or slander.
- 17** Any **Claim** relating to patents, copyrights, trademarks, merchandise marks, registered designs or other intellectual property, breach of secrecy or confidentiality, passing off action or restrictive covenants, other than as specified in Event 1d Breach of Restrictive Covenant.
- 18** Any **Claim** arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.
- 19** Any **Claim** relating to any non-contracting party's right to enforce all or any part of this **Section**. The Contracts (Rights of Third Parties) Act 1999 does not apply to this **Section**.
- 20** Defending the **Insured Person** in any legal proceedings arising from
- a** bodily injury, death, illness or disease (including psychiatric injury and stress) or
  - b** loss, destruction or damage to property or
  - c** alleged or actual breach of any duty owed as a director or officer of the **Insured**
- 21** Any VAT attaching to **Legal Expenses** incurred with the **Insurer's** Consent which is recoverable by the **Insured Person** from elsewhere.

## Conditions

In addition to the **Policy** Conditions, the following also apply to this **Section**.

### A. General Conditions

#### 1 Change of Risk

It is a condition precedent to the liability of the **Insurer** to provide cover under this **Section** that the **Insured** must notify the **Insurer** in writing of any alteration during the **Period of Insurance** which would materially affect the **Insurer's** assessment of the risk and that part of this insurance affected shall cease to be in force unless such alteration is agreed in writing by the **Insurer**. The **Insurer** shall have the right to amend the premium and the **Insured** will pay an additional premium to, or receive a refund of premium from, the **Insurer** as the case may be.

#### 2 Arbitration

Any dispute between the **Insured Person** and the **Insurer** concerning this **Section** shall be referred to a single arbitrator who will be either a solicitor or barrister agreed upon by the parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Chairman of the Bar Council or appropriate professional body within the **Geographical Limits**.

All the costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against one party the arbitrator will have the power to apportion costs. If the decision is made in the **Insurer's** favour, the **Insured Person's** costs will not be recoverable under this **Section**. The decision will be final and binding upon both the **Insured Person** and the **Insurer** and cannot be the subject of an appeal.

#### 3 Due Observance

The due and careful observance and fulfilment of the terms of this **Section** insofar as they relate to anything to be done or complied with by the **Insured Person** or the **Legal Representative** will be a condition precedent to the **Insurer's** liability to provide or to continue to provide cover under this **Section**.

#### 4 Maintenance of Records

It is a condition precedent to the **Insurer's** liability to provide cover under this **Section** that the **Insured** has kept and maintained reasonable books and records. Where the **Insured** is a corporate organisation such books and records must have been kept in accordance with the Companies Acts.

#### 5 Disclosure of the Existence of this Section

The **Insured Person** or the **Legal Representative** must not reveal the existence of this **Section** unless the **Insurer** has given written consent or is ordered to do so by a court.

#### 6 Assignment

This **Section** may not be assigned by the **Insured Person** or by the **Insured Person's** executors or administrators.

## B. Claims Process Conditions

### Notification of Claims

- 1 It is a condition precedent to the **Insurer's** liability to provide cover under this **Section** that the **Insurer** is notified in writing by the **Insured Person** by the completion of a **Claim** form, or in another way confirmed by the **Insurer** to the **Insured Person**, immediately the **Insured Person** is, or should have been, aware of any cause, event or circumstance which has given or may give rise to a **Claim** involving the **Insured Person**.

If the **Insured Person** fails to notify the **Insurer** of such cause, event or circumstance during the same **Period of Insurance** in which the **Insured Person** first became aware of it, any **Claim** arising from that cause, event or circumstance will not be accepted. When such a notification has been given, the **Insurer** agrees to treat any subsequent **Claim** in respect of the cause, event or circumstance notified as though the **Claim** had been made, brought or commenced during the **Period of Insurance**.

#### Important procedure for Employment Disputes

If a **Claim Form (ET1)** is received from an Employment Tribunal the **Insured** must **immediately** complete a **Claim** form and forward it to the **Insurer**, to arrive no later than seven (7) days after receipt of the **Claim Form (ET1)**. **Response Form (ET3)**, which should be left blank, must also be sent.

### 2 Consent

It is a condition precedent to the liability of the **Insurer** to provide cover under this **Section** that consent to accept a claim and:

- a incur **Legal Expenses**; and
- b pay **Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance**

must first be obtained in writing from the **Insurer** ("Consent"). Consent will be given if the **Insured Person** can satisfy the **Insurer** that:

- a there are **Reasonable Prospects of a Satisfactory Outcome** and
- b in a particular case, it is reasonable for **Legal Expenses** to be incurred and/or a **Claim** in respect of **Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance** be accepted under this **Section**.

In reaching a decision on whether or not to give Consent, the **Insurer** will seek the opinion of the **Legal Representative**.

If the **Insurer** and the **Legal Representative** do not agree on whether **Reasonable Prospects of a Satisfactory Outcome** exist, then the **Insurer** will seek the opinion of any other legally qualified advisor or other expert appropriate to the **Claim** they feel it is necessary to consult.

In all cases the **Insured Person** will be advised in writing of the granting or refusal of Consent.

### 3 Dealing with the Claim

If the **Insurer** grants Consent a **Legal Representative** will be instructed and will then act in accordance with Claims Process Condition 8.

The **Insurer** may withdraw Consent previously given at any time if facts become known which would mean that a particular **Claim** would not have been accepted under the terms of this **Section** or if there are no longer **Reasonable Prospects of a Satisfactory Outcome**. Provided there has been full compliance with the **Section** terms the **Insurer** agrees to indemnify the **Insured Person** in respect of **Legal Expenses** incurred up to the date when the **Insurer** notified the **Insured Person** that Consent had been withdrawn.

If the **Insured Person** decides to proceed with the pursuit or defence of a **Claim** to which the **Insurer** has refused to give Consent and is subsequently successful the **Insurer** will pay **Legal Expenses** as if the **Insurer** had given Consent at the outset.

### 4 Duty of the Insured Person to Minimise Claims

In respect of any **Claim** for which Consent has been granted under the **Section** the **Insured Person** must use best endeavours and take all reasonable measures to minimise the cost and effect of any **Claim** under this **Section**.

If the **Insured Person** fails to comply with this requirement then the **Insurer** will have the right to adjust the **Insurer's** liability under this **Section** to the extent that a **Claim** would have cost the **Insurer** had the **Insured Person** complied.

### 5 The Insurer's Right to Settle Claims

The **Insurer** shall have the right to take over and conduct in the name of the **Insured Person** any **Claim** at any time and can settle any **Claim** on behalf of the **Insured Person** on such terms as the **Insurer** deems appropriate. At its absolute discretion, the **Insurer** may decide to settle the **Claim** by paying the **Insured Person** the amount of damages claimed by, or against, the **Insured Person** instead of indemnifying the **Insured Person** for **Legal Expenses** or **Awards of Compensation, Data Protection Compensation Awards or Witness Attendance Allowance**. Where the **Insurer** exercises this discretion the **Insurer** will cease to be liable for any further **Legal Expenses, Awards of Compensation, Data Protection Compensation Awards or Witness Attendance Allowance** in respect of that **Claim**.

## 6 Insolvency of the Insured Person

During the course of any **Claim** to which the **Insurer** has given support, the **Insurer** has the right to withdraw that support immediately if the **Insured Person**

- a becomes insolvent (or commits an act of insolvency or bankruptcy) or
- b enters into liquidation or
- c makes an arrangement with creditors or
- d enters into a deed of arrangement or
- e has part or all of their affairs assets or property placed in the care or control of a receiver or a liquidator or
- f has an administration order over their affairs assets or property.

## 7 Appeal Procedure

If following legal proceedings to which the **Insurer** has given Consent, the **Insured Person** wishes to appeal against the judgment or decision of a court or tribunal, the grounds of such appeal must be submitted to the **Insurer** in good time and by secure means so that the **Insurer** may consider whether there are **Reasonable Prospects of a Satisfactory Outcome** in respect of the appeal and if so whether to Consent to such further action. The **Insurer** will inform the **Insured Person** and the **Legal Representative** of their decision. If the **Insurer** requires it, the **Insured Person** will co-operate fully in an appeal against the judgment or decision of a court or tribunal.

## 8 Legal Proceedings

### a Freedom to choose a Legal Representative

For any **Claim** where the **Insurer** may be liable to pay **Awards of Compensation** under Event 1 Employment Disputes and **Awards of Compensation**, or **Data Protection Compensation Awards** under Event 4 Data Protection, the **Insurer** will choose the **Legal Representative**.

For any other **Claim** the **Insurer** will choose the **Legal Representative** at any time before the **Insurer** agrees that legal proceedings need to be issued or defended. The **Insured Person** can only choose a **Legal Representative** if the **Insurer** agrees that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the **Legal Representative** originally chosen by the **Insurer** cannot act for the **Insured Person**. The **Insured Person** must send the name and address of the **Insured Person's** chosen **Legal Representative** to the **Insurer**. If the **Insurer** agrees to appoint a **Legal Representative** that the **Insured Person** chooses, that **Legal Representative** will be appointed on the same terms as the **Insurer** would have appointed its chosen **Legal Representative**.

In respect of any **Claim** for which the **Insurer** has granted Consent, the **Legal Representative** will be appointed in the name of and on behalf of the **Insured Person** to act for the **Insured Person** in accordance with the terms of this **Section**.

In agreeing to the selection of a **Legal Representative** the **Insured Person** will comply with Claims Process Condition 4.

The **Insurer's** liability to provide cover under this **Section** will cease immediately with no liability to indemnify the **Insured Person** in any respect unless in its absolute discretion the **Insurer** agrees to another **Legal Representative** being appointed to continue acting for the **Insured Person** under the terms of this **Section**, if:

- i due to any conduct or failure to act by the **Insured Person**, the **Legal Representative** reasonably refuses to continue acting for the **Insured Person**, or
- ii the **Insured Person** unreasonably dismisses the **Legal Representative** against the advice of the **Legal Representative** and without the **Insurer's** agreement.

### b Disclosures to the Legal Representative

The **Insured Person** must give the **Legal Representative** all possible help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **Insured Person's** possession. The **Insured Person** must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.

### c Access to Information

The **Insurer** is entitled to receive from the **Legal Representative** any information, document or advice in connection with any **Claim**, even if privileged. On request the **Insured Person** will give to the **Legal Representative** any instructions necessary to secure the required access.

#### **d Obligations of the Insured Person and Legal Representative in relation to any Claim**

It is a condition precedent to the **Insurer's** liability to provide cover under this **Section** that:

- i** The **Insured Person** and on their behalf the **Legal Representative** immediately notify the **Insurer** in writing of any information as soon as it is received which may affect the **Insurer's** opinion on the **Reasonable Prospects of a Satisfactory Outcome** of the **Claim**
- ii** The **Insured Person** and on their behalf the **Legal Representative** will inform the **Insurer** in writing as soon as any offer to settle a **Claim** is received or made or an offer of payment into Court is received. The **Insured Person** or the **Legal Representative** must not under any circumstances enter into any agreement to settle without the **Insurer's** prior written consent. If, in the **Insurer's** opinion, the **Insured Person** unreasonably withholds agreement to settle, cover under this **Section** will cease immediately. The **Insurer** agrees to indemnify the **Insured Person** in respect of **Legal Expenses** incurred up to the date when cover ceased
- iii** The **Insured Person** and on their behalf the **Legal Representative** will report in writing the result of the **Claim** to the **Insurer** when it is finished.

#### **e Payment of Legal Representative's Bills**

The **Insurer** shall have the right to settle **Legal Expenses** at the conclusion of a **Claim**.

The **Insured Person** should forward all bills which are received from the **Legal Representative** relating to the **Claim** to the **Insurer** without delay following conclusion of the **Claim**. If the **Insurer** requires, the **Insured Person** must ask the **Legal Representative** to submit the bill of costs for audit or assessment by the appropriate court or, at the discretion of the **Insurer**, a law costs draughtsman or other competent party. The **Insurer** will only pay **Legal Expenses** that are determined as reasonable by the audit or assessment.

The **Insured Person** is responsible for the payment of all **Legal Expenses**. The **Insurer** may settle these direct if requested by the **Insured Person** to do so. The payment of some **Legal Expenses** does not imply that all **Legal Expenses** will be paid.

The **Insured Person** must not, without the **Insurer's** written consent, enter into any agreement with the **Legal Representative** as to the basis of calculation of **Legal Expenses**.

#### **f Instruction of Counsel**

If, during the course of any **Claim** (other than where Claims Process Condition 2 applies), the **Insured Person** or the **Legal Representative** considers it necessary and wishes to instruct counsel, counsel's name must first be submitted to the **Insurer** for Consent to the proposed instruction.

#### **g Conduct of the Claim**

It is a condition precedent to the **Insurer's** continuing liability to provide cover under this **Section** that the **Insured Person**

- i** does not withdraw from a **Claim** or dismiss the **Legal Representative** without the written agreement of the **Insurer** and the **Legal Representative**
- ii** co-operates fully with the **Legal Representative** or the **Insurer** in the conduct of the **Claim**
- iii** follows the advice of the **Legal Representative**.

If the **Insured Person** fails to comply with either i, ii or iii then the **Insurer's** liability to provide cover under this **Section** will cease immediately and the **Insurer** will not be responsible for the payment of **Legal Expenses, Compensatory Awards** or **Data Protection Compensation Awards** and will be entitled to reimbursement of all **Legal Expenses** already incurred in respect of the **Claim** unless the **Insurer** agrees to appoint another **Legal Representative** to continue the **Claim**.

#### **h Award of Costs**

Where the **Insured Person** is awarded costs, the **Insured Person** and the **Legal Representative** must take every reasonable step to recover **Legal Expenses** which would be or have been subject to payment under this **Section**. All such recoveries will be taken into account when calculating the **Insurer's** liability under this **Section**.

#### **i Alternative Dispute Resolution**

When, in the **Insurer's** opinion, alternative dispute resolution would appear to provide a more effective method of resolving any **Claim**, the **Insurer** may request that the **Insured Person** agrees to submit such **Claim** to a professional dispute resolution service, to be selected by the **Insurer**.

In considering alternative dispute resolution the **Insured Person** will comply with Claims Process Condition 4 and will not therefore unreasonably withhold Consent.

## Communications

All notices and communications from the **Insurer** or the **Insurer's** representatives to the **Insured Person** will be deemed to have been duly sent if sent to the **Insured Person's** last known address or, in relation to any matters arising out of any **Claim**, if sent to the **Legal Representative**.

All notices and communication from the **Insured Person** to the **Insurer** should be sent to:

Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW  
United Kingdom

Telephone: **0370 243 4340**  
Email: [alpenquiries@allianz.co.uk](mailto:alpenquiries@allianz.co.uk)

# Additional Benefits

## 24 Hour Lawphone Legal Advice Helpline

Lawphone provides advice on any commercial legal matter 24 hours a day, 365 days a year. The advice the **Insured** receives from Lawphone will be in accordance with the laws of England and Wales, Scotland and Northern Ireland. Lawphone does not provide advice on the laws of any other country or jurisdiction. The **Insurer** may record the calls for the **Insured** and **Insurer's** mutual protection and the **Insurer's** training purposes.

Lawphone: **0344 873 0845**

The **Insured** should quote the Master **Policy** reference contained within the **Policy Schedule** and provide a brief summary of the problem. The details will be passed to an advisor who will return the **Insured's** call.

All areas of law relevant to the **Business** of the **Insured** are covered. This advice is available to the **Insured** during the **Period of Insurance** of the **Policy**, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc.

## Tax Advice Helpline

This helpline provides advice on any **Business** tax matter affecting the **Insured** and is available between the hours of 9.00am and 5.00pm, Monday to Friday (excluding Public Holidays). Advice provided by the helpline will be in accordance with the taxation laws of England and Wales, Scotland and Northern Ireland. The Tax Advice Helpline cannot provide advice on the laws of any other country or jurisdiction.

Please note that this is a telephone service, which is intended for general enquiries. It does not provide advice on any matter relating to tax planning and does not engage in documentation review or enter into any written correspondence with the **Insured**, except where the advisor considers it appropriate to forward details of written procedures to the **Insured** by email. Advice and guidance will be in accordance with the advisor's understanding of the circumstances as described by the **Insured**.

This service should not be used as a substitute for a formal consultation with the **Insured's** accountant or other tax advisor, who can review the **Insured's** particular circumstances in more depth than is intended by this service.

When contacting the Tax Advice Helpline, the **Insured** should quote the Master **Policy** reference contained within the **Policy Schedule**.

Tax Helpline: **0344 873 0244**

The **Insured** can contact the helpline as often as required during the term of the **Policy**, although in the event that the telephone line is not available for technical reasons no liability can be accepted for inability to provide advice.

This helpline is provided by Abbey Tax Protection a trading division of Abbey Tax and Consultancy Services Ltd of One Mitchell Court, Castle Mound Way, Rugby CV23 0UY.

## How to Make a Claim

If you have a Commercial **Legal Expenses Claim** you can notify Allianz Legal Protection by contacting the Lawphone Legal Advice Helpline on **0344 873 0845** quoting the Master **Policy** reference shown in the **Policy Schedule**.

Post: The Claims Department  
Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW

**Lines are open 24 hours a day, 7 days a week.**



## What to expect when making a Claim

We aim to deal with your **Claim** promptly and fairly. We will update you on the progress of your **Claim** by email, mail or by phone – whichever you prefer.

Depending on the type of **Claim** and value involved, we may:

- forward a **Claim** form for you to complete and sign
- ask you for additional information
- appoint an independent Loss Adjuster to deal with your **Claim**
- arrange for a member of our **Claims** team to visit you

## Commercial Legal Expenses

In addition to the above, the following will apply to enable Allianz Legal Protection to deal with a **Claim** under the Commercial **Legal Expenses Section**:

- we will forward you a **Claim** form for you to complete and sign
- we will require a copy of your **Policy Schedule**
- **Legal Expenses** are only covered from the time we have accepted the **Claim** and appointed the **Legal Representative** in your name and on your behalf. You must not appoint a **Legal Representative**. If you have already seen a solicitor before we have accepted your **Claim**, we will not pay for any fees or other expenses that you have incurred.

# Claims Handling

If an **Accident**, loss or **Damage** occurs or any circumstances arise which may cause a claim to be made you should notify Marshall Wooldridge Ltd, 14-16 Ivegate, Yeadon, Leeds, LS19 7RE Telephone 0800 289 301 Fax. 0113 239 1296

- promptly, if an incident occurs that may lead to you making a claim
- immediately, in the event of a serious Accident, loss or **Damage**

Please provide as much information as possible about the claim, and your certificate number if available

- We recommend you check that the Accident, loss or **Damage** is covered by your **Policy**. If you are in any doubt please consult Marshall Wooldridge Ltd
- You should comply with the requirements for claim notification contained in the **Policy** conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please consult Marshall Wooldridge Ltd
- You should carry out any emergency action to protect your **Property** from further **Damage** (e.g. turning off main services) or to make it waterproof or secure. We will be pleased to provide advice and assistance to find the right person or organisation to help you. If you do incur any charges please retain the bills as these may form part of your claim
- If emergency work has been completed on your own authority please contact us via your Marshall Wooldridge Ltd before permanent repairs begin
- Please do not dispose of damaged items before we have had the opportunity to inspect them
- You should report to the Police any loss or **Damage** from theft, arson, malicious **Damage**, or riot or civil commotion and obtain a crime book reference from them
- Please ensure that your responsibility for **Injury** to someone or **Damage** to their **property** is not discussed with or admitted to anyone else
- If an **Employee** or someone else is holding you responsible for **Injury** to them or for **Damage** to their property then you should tell us promptly via Marshall Wooldridge Ltd, and send any letters, writs or summons to us unanswered
- Our aim is to deal with your claim promptly and fairly. Depending on the type of claim and value involved we may:
  - forward a claim form for you to complete and sign
  - appoint an independent Loss Adjuster to deal with your claim
  - arrange for one of our Claims staff to visit you
  - reply to you via Marshall Wooldridge Ltd by letter or by telephone

# Complaints Procedure

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager  
Allianz Insurance plc  
57 Ladymead  
Guildford  
Surrey  
GU1 1DB

Telephone number: 01483 552438

Fax Number: 01483 790538

Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

**You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.**

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

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

Telephone: 0800 023 4567 or 0300 123 9123

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

Using our complaints procedure or contacting the FOS does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

Alternatively, you can contact the Financial Ombudsman Service directly.

# Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet its liabilities.

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## Data Protection

Allianz Insurance plc together with other companies within the Allianz SE group of companies (“Allianz Group”) may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz Group may need to collect and process data relating to individuals who may benefit from the policy (“Insured Persons”), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz Group and that this fact is made known to the Insured Persons.

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the “ELTO”) and added to an electronic database, (the “Database”) in a format set out by the Employer’s Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers’ liability insurance of their employers, (the “Claimants”):

- i to identify which insurer (or insurers) was (or were) providing employers’ liability cover during the relevant periods of employment; and
- ii to identify the relevant employers’ liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers’ liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of your data and your insurance policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way.

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Marshall Wooldridge Limited. Registered in England number 1093348.  
Registered Address: Marshall Wooldridge Limited, 16 Ivegate, Yeadon, Leeds, LS19 7RE.  
Marshall Wooldridge Limited is Authorised and regulated by the Financial Conduct Authority, registration number 136079.

Allianz Insurance plc. Registered in England number 84638.  
Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.  
Allianz Insurance plc is authorised by the Prudential Regulation Authority  
and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
Financial Services Register number 121849.