

QBE Accountants Professional Liability Combined Policy



QBE

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1 Our agreement in general

1.1 Parties to this agreement

This **policy** is between **you** and **us** as declared in the **schedule**. This **document**, together with its **schedule** and any attached endorsements is the **policy** which sets out this insurance. It is a legal contract so please read all of it carefully.

1.2 Words in bold

Words in bold typeface used in this **policy document**, other than in the headings, have specific meanings attached to them as set out in the General definitions and interpretation.

1.3 Policy structure

1.3.1 Each **section** sets out the scope of the main coverage and the **circumstances** in which **our** liability to **you** is limited or may be excluded. Further, each **section** sets out other terms and conditions relevant to that **section**. The cover provided by each **section** is only operative if stated as '**insured**' in the **schedule**. Where any **schedule** heading or sub-heading states 'n/a', 'not applicable' or 'not **insured**' then no cover applies for that item.

1.3.2 Additional clauses set out terms, exclusions or limitations that may apply to more than one **section**.

1.3.3 The following general terms apply to all **sections**, clauses and endorsements:

- a) Duties in event of a **claim** or potential **claim**;
- b) General terms and conditions;
- c) General definitions and interpretation; and
- d) Complaints

1.4 Policy period and premium

1.4.1 **We** will, in consideration of the payment of the premium and for the **period of insurance**, provide insurance in accordance with the **sections** of the **policy** shown as 'operative' in the **schedule**, subject to the conditions, exceptions and endorsements of the **policy**.

1.4.2 If any instalment of premium is not paid and accepted by **us** on or before its payment date shown in the **schedule**, **we** can give written notice to **you** at the address shown on the **schedule** cancelling the **policy** with effect from the seventh (7th) day after the notice has been served, but that cancellation will be prevented from taking effect and the **policy** will continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect. Without prejudice to other forms of service, notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

1.4.3 The annual premium remains due in full if during the current **period of insurance**:

- a) a **claim** has been made for which we have made payment;
- b) a **claim** has been made which is still under consideration;
- c) an incident has happened which is likely to lead to a **claim** but is yet to be reported to **us**.

Where the annual premium is not paid in full we will deduct any outstanding amounts from any **claim** payment.

1.5 Security of premises

The **policy** contains a minimum security protections condition. Please refer to Minimum standards of security clause under the General condition **section** for full details. It is important that **you** do not alter door or window or other security devices unless allowed for within this condition.

1.6 Claims notification

In the event of an incident resulting in a **claim** or one that may result in a **claim**, please read the claims procedure to this **policy**.

- 1.6.1 For **claims** under the **sections** – Professional liability, Directors’ and officers’ liability, Crime, Corporate legal liability, Pension Trustees liability, Cyber liability, please contact:
DAC Beachcroft,
Specialist Claims Services,
Portwall Place,
Portwall Lane,
Bristol,
BS99 7UD.
DX7846, Bristol.
Email details to QBE@dacbeachcroft.com
- 1.6.2 For **claims** under the **section** – Cyber liability. Please contact: Telephone Resecure on: **+44(0)203 060 6800**
- 1.6.3 For **claims** under the **sections** – Contents, Buildings, Business Interruption and Terrorism, please:
Telephone **us** on **0800 085 3187**
Email details to newclaim.property@uk.qbe.com
- 1.6.4 For **claims** under the **sections** – Employers liability and **section** - Public and products liability, please:
Telephone **us** on **0113 2906600**; or
Email details to ukadminnewclaims@uk.qbe.com
- 1.6.5 For **claims** under ‘Legal expenses’ **section**,
- Please do not ask for help from a lawyer, accountant or anyone else before **ARAG** have agreed that the **person insured** should do so. If they do, **ARAG** will not pay the costs involved even if **ARAG** accept the claim.
- To report a claim visit claims.araginsurance.co.uk - have **your ARAG** reference number ready – TS5/6695190. Alternatively, call **ARAG** on **0344 893 0859**, available 24 hours a day, 7 days a week. **ARAG** will ask the **person insured** about their claim.
- ARAG** will assess the claim to check the claim is covered by the policy. If it is, **ARAG** will send it to a lawyer who specialises in the **person insured**'s type of claim.
- The lawyer will assess the case and tell the **person insured** how likely it is they will win.
- If they are more likely than not to win, the lawyer will manage the case from start to finish.
- Please note this is an overview of the claims process for guidance purposes only. Please visit claims.araginsurance.co.uk for more details on how to claim

2 Helplines

You can contact **ARAG**'s UK-based call centre 24 hours a day, seven days a week during the **period of insurance**. However, **ARAG** may need to arrange to call **you** back depending on the enquiry. To help **ARAG** check and improve their service standards **ARAG** may record all calls. When phoning, please quote **your** policy number **TS5/6695190** and the name of the insurance provider who sold **you** the policy.

ARAG will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not telephone to report a general insurance claim.

2.1 Legal advice service Call 0344 893 0859

Advice can be provided on any commercial legal problem affecting **your business** under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call **you** back at a time to suit **you**.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, **ARAG** will refer **you** to one of their specialist advisers.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, ARAG will arrange to call you back.

2.2 Tax advice service Call 0344 893 0859

Advice can be provided on any tax matters affecting the **business**, under the laws of the **United Kingdom**

Tax advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, ARAG will arrange to call you back.

2.3 Counselling service Call 0344 893 0859

ARAG will provide the **insured person** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the telephone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **ARAG**.

The counselling service helpline is open 24 hours a day, seven days a week.

2.4 Employment manual www.arag.co.uk/customer/business-legal-expenses-insurance/employment-manual/

The **ARAG** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.arag.co.uk/customer/business-legal-expenses-insurance/employment-manual/

If **you**'d like notifications of when updates are made to the Employment Manual, please email **ARAG** at employmentmanual@arag.co.uk quoting **your** policy number **TS5/6695190**

2.5 ARAG Businesslaw

www.aragbusinesslaw.co.uk

What is ARAG Businesslaw?

ARAG Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** with the day-to-day running of **your business**, as well as helping **you** to manage its exposure to legal risk.

ARAG Businesslaw's document builders can help **you** quickly create documents such as:

- HR policies
- T&C documentation
- Privacy statements
- Copyright and trademark licences
- Data protection policy
- Employee contracts
- Debt recovery letters.

In addition, ARAG Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow **your business**.

How do I get started?

1. Visit www.aragbusinesslaw.co.uk;
2. Enter **DASBQBE100** into the 'voucher code' text box and press Validate Voucher;
3. Fill out **your** name and email address, create a password, and specify what type of **business you** have;
4. Validate **your** email address by pressing the link in the confirmation email that **you** receive.

3 Section – Professional liability

3.1 Professional liability cover

3.1.1 Civil liability

We agree to indemnify **you** and pay compensatory **damages**, including any related injunction or restraining order costs and claimant costs recoverable from **you**, from any **claim** first made against **you** and arising out of **your** performance of **business services** and **multimedia activities**, during the **period of insurance**, and where the **claim** arises out of any actual or alleged:

- a) defamation or other tort related to disparagement of character, reputation or feelings of any person or organisation, including libel, slander, **product** disparagement, trade libel, infliction of emotional distress, malicious falsehood, outrage or outrageous conduct;
- b) any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence and commercial appropriation of name or likeness;
- c) infringement of intellectual property rights including but not limited to copyright, design (including in respect of semiconductor topographies), title, slogan, trade secret, trademark, trade name, trade dress, service mark, service name, domain name or metatag, breach of moral rights, passing off, plagiarism, piracy or misappropriation of ideas under implied contract, including a breach of a hold harmless or indemnity agreement specified in a written contract for the supply of **business services**;
- d) misuse of any information which is either confidential or subject to statutory restrictions on its use and for the **loss, damage**, distortion, erasure or destruction of any **documents**, digitised **data**, microcode or information stored in written, machine- readable or any other form;
- e) breach of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation;
- f) civil liability not included above.

3.1.2 Limit of Indemnity

Our liability under this **section** in respect of any one **claim** or **series of claims** shall not exceed the amount stated as the **limit of indemnity** in the **schedule** exclusive of **defence costs** that will be payable in addition to the **limit of indemnity** unless such **defence costs** are expressly stated in any clause as included within the **limit of indemnity**.

Where provided, the **limit of indemnity** in respect of **North America** will always be in the aggregate inclusive of **defence costs** and the limit granted is deemed to be part of and not in addition to the overall **policy limit of indemnity** specified in the **schedule**.

3.2 Additional professional liability costs and expenses

3.2.1 Advancement of defence costs

Notwithstanding the provisions of the 'Material change' clause, and subject to the applicable **excess**, **we** will indemnify **you** in respect of **defence costs** as and when they are incurred, including **defence costs** incurred on behalf of an **insured** who is alleged to have committed or condoned a dishonest or fraudulent act or omission, provided that **we** are not liable for **defence costs** incurred on behalf of such **insured** after the earlier of:

- a) **you** admitting to **us** the commission or condoning of such dishonest or fraudulent act or omission; or
- b) a court or other judicial body finding that **you** were in fact guilty of such dishonest or fraudulent act or omission.

Each **insured** who admits to **us** the commission or condoning of such dishonest or fraudulent act or omission, or against whom there is a finding of a court or other judicial body that such **insured** was in fact guilty of such dishonest or fraudulent act or omission shall reimburse **us** in respect of **defence costs** advanced on that **insured's** behalf.

3.2.2 Court attendance compensation

We will pay compensation to **you**, with **our** prior written consent (such consent not to be unreasonably withheld), in the event that the legal advisers acting on **your** behalf require any **insured**, any **employee** or any other relevant party (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a **claim** made against **you** for which cover is afforded under this **section**, at the following rates for each day or part thereof on which attendance is required:

- a) any principal partner, **member** or director of the **insured** £500;
- b) any **employee** £250;
- c) other relevant party up to £200.

Provided that for all **claims** under this Court attendance compensation clause **our** liability shall not exceed the sub-limit of indemnity of £10,000 in the aggregate for the **period of insurance**.

3.2.3 Defence costs

Following any event which is or may be the subject of indemnity under this **section** **we** agree to pay, with **our** prior written consent (such consent not to be unreasonably withheld), **defence costs** provided that if the **limit of indemnity** under this **section** is exhausted by the payment or settlement of any **claim** or **loss** **our** liability to pay **defence costs** in respect of that **claim** or **loss** shall be limited to such proportion of those **defence costs** as the **limit of indemnity** available for payment or settlement of that **claim** or **loss** bears to the total payment (including where applicable claimants' costs) required to dispose of that **claim** or **loss**.

3.3 Professional liability extensions

3.3.1 Awards by ombudsmen

Notwithstanding the Ombudsman exclusion under **we** agree to indemnify **you** against any award made by an ombudsman in respect of any case accepted by the ombudsman for review in his position as ombudsman under any recognised scheme where the **claim**:

- a) is first made against **you**; and/or
- b) arises out of any **circumstance**, which **you** first notify, during the **period of insurance**; and provided that:
- c) the ombudsman has operated within any terms of reference or rules applicable to their appointment;
- d) **our** liability shall not exceed the sub-limit of indemnity of any ombudsman award to the extent to which we are obliged to indemnify you under this **policy**;
- e) and the aggregate for the **period of insurance**;
- f) where an ombudsman makes an award which is rejected by the claimant who then pursues the **matter** through the courts, both the complaint to the ombudsman and all subsequent court proceedings shall be treated as a single **claim** made at the date of the first **claim** against **you**.

3.3.2 Dishonesty of employees

We will indemnify **you** for liability as result of any **claim** against **you** during the **period of insurance** when alleged in conjunction with a **claim** covered under the 'Civil liability' clause arising directly or indirectly from any dishonest, fraudulent, malicious or criminal act or omission of any of **your employees** excluding partners, directors or principals, but the insurance by this **policy** excludes any indemnity to **your employees** committing or colluding in the dishonest act, fraud, malicious or illegal act or omission.

3.3.3 Fraudulent use of information

We will indemnify **you** against all sums which **you** shall become legally liable to pay above the **excess** as a result of any **claim** against **you** during the **period of insurance** as a result of a third party's good faith reliance on a **hackers** fraudulent use of **your information and communication assets** where there was a clear intention to cause **you loss** or obtain a personal gain for the **hacker**.

Our maximum liability shall not exceed the sub-**limit of indemnity** of £100,000 which amount is the maximum payable any one **claim** and in the aggregate during the **period of insurance**.

3.3.4 **Public relations and crisis management services**

Following a **claim** under the 'Civil liability' clause, **we** will pay all reasonable costs which **you** incur with **our** prior written consent for a public relations and/or crisis management consultant to avert or mitigate any material **damage** to any of **your** brands and **business** operations; provided that:

- a) our maximum liability shall not exceed the sub-**limit of indemnity** of £50,000 which amount is the maximum payable any one **claim** and in the aggregate during the **period of insurance**;
- b) the public relations and/or crisis management consultants shall be chosen by **us** who shall take into account the nature of the **claim** or **loss** and the cost and quality of the **services** that they can deliver, unless **you** have reasonable cause to request a different public relations consultancy and **we** agree to **your** request.

3.4 **Professional liability limitations and exclusions**

This **section** excludes and does not cover:

3.4.1 **Aircraft, watercraft, vehicles or buildings**

any **claim**, liability, **loss** or **defence costs** arising directly or indirectly from:

- a) the ownership, possession or use by or on **your** behalf of any aircraft, watercraft or mechanically propelled vehicle;
- b) the ownership or possession by or on **your** behalf of any buildings, structures, **premises**, land or **property** (mobile or immobile) or that part of any building **you** lease, occupy or rented.

3.4.2 **Asbestos**

any **claim**, alleged **claim**, liability, **loss** or **defence costs** directly or indirectly arising out of resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

3.4.3 **Associated company**

any **claim**, liability, **loss** or **defence costs** brought or maintained by or on behalf of:

- a) any **insured** or any **parent** of the **insured** or any **subsidiary**; or
- b) any **firm**, partnership or entity in which the **insured** or any director or partner of the **insured** has a financial or executive **interest**;
- c) any person who, at the time of the act, error or omission giving rise to the **claim**, is a family **member** unless such a person is acting without any prior or indirect solicitation or co-operation of any **insured** (family **member** means any spouse, domestic partner, **parent**, **parent** of a spouse or domestic partner, sibling or child);

provided that this exclusion shall not apply to such **claims** originating from an independent third party.

3.4.4 **Assumed duty or obligation**

any **claim**, liability, **loss** or **defence costs** directly or indirectly arising out of, or in any way involving any liability, duty or obligation incurred or assumed by **you** which is not incurred or assumed in the normal conduct of **your business services**.

3.4.5 **Bodily injury and property damage**

any **claim**, liability, **loss** or **defence costs** directly or indirectly arising out of, or in any way involving **bodily injury** and/or **property damage**:

- a) to or of any **employee** whilst in the course of their employment for or on **your** behalf; and
- b) **bodily injury** to any person, other than an **employee**, or **damage** to or destruction of any **property** (not otherwise **insured** under 'Civil liability e)' above including **loss** of use thereof, provided that this exclusion shall not apply to **claims** arising from breach of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation in the conduct of **your business services**.

- 3.4.6 **Contractual liability**
any **claim**, **loss**, liability, expenses, costs or **defence costs** arising out of any breach of contract, including but not limited to breach of any express warranty or guarantee, except that this exclusion shall not apply to any liability which **you** would have incurred in the absence of such contract, warranty or guarantee.
- 3.4.7 **Excess**
the amount of the **excess** stated in the **schedule**.
- 3.4.8 **Existing claims**
any **claim**:
a) made, threatened or intimated against the **insured** prior to the **period of insurance**;
b) liability, **loss** or **defence costs** directly or indirectly arising out of, or in any way involving any fact or **circumstance**:
i) of which written notice has been given under any previous **policy** (whether **insured** by **us** or not); or
ii) of which **you** first became aware prior to the **period of insurance** and which **you** knew or ought reasonably to have known had the potential to give rise to a **claim** or **loss**.
- 3.4.9 **Financial services**
any **claim**, liability, **loss** or **defence costs** arising out of any Regulated Activities as defined in the Financial Services and Markets Act 2000, as amended, from time to time but this exclusion shall not apply to the categorisation of authorisation as defined in the **Investment Business Regulations** and guidance notes published by the **institute** or in any equivalent publication which exceeds the requirements for authorisation under the Financial Services and Markets Acts 2000.
- 3.4.10 **Fines, penalties, punitive, multiple or exemplary damages**
any fines, penalties or punitive, multiple or exemplary **damages** where such have been identified separately within any award of any court or tribunal but this exclusion will not:
a) apply to any **claim** relating to any actual or alleged defamation arising out of the conduct of **business services** carried on by or on **your** behalf; and
b) operate so as to exclude or limit (or be construed as excluding or limiting) any binding award or determination of any Ombudsman appoint pursuant to the provisions of the Financial Services and Markets Act 2000.
- 3.4.11 **Insolvency of the insured**
any **claim**, liability, **loss** or **defence costs** arising out of or relating directly or indirectly to **your insolvency**.
- 3.4.12 **Legislation and regulation**
any **claim**, liability, **loss** or **defence costs** arising out of the **insureds** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation including but not limited to:
a) the Employment Retirement Income Security Act 1974 and any amendment thereto, or any rules or regulations promulgated thereunder;
b) any actual or alleged violations of the Racketeer Influenced and Corrupt Organisation Act 18 USC Sections 1961 et seq and any amendments thereto, or any rules or regulations promulgated thereunder;
c) any actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act 1934 or any similar Federal or State law or any common law relating thereto.
- 3.4.13 **Liability arising out of employment**
arising from the liability to any **employee**, former **employee** or prospective **employee** in respect of employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

- 3.4.14 **Management liability**
any **claim**, liability, **loss** or **defence costs** caused by or arising from any personal liability incurred by a **director or officer** of the **insured** when:
- a) acting in that capacity or managing the **insured's business**; or
 - b) in breach of their fiduciary duty, other than when performing a **business** activity for a **client**; or
 - c) making or issuing any statement, representation or information concerning the **insured** and the **business services** contained in any accounts, reports or financial statements.
- 3.4.15 **Negotiable paper**
any **claim**, liability, **loss** or **defence costs** arising directly or indirectly from the **loss, damage** or destruction of any bearer bonds, coupons, share certificates, stamps, **money** or other negotiable paper.
- 3.4.16 **North American**
any **claim, loss**, liability, expenses, costs or **defence costs**, in respect of any proceedings (including arbitration or regulatory proceedings), judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part).
- 3.4.17 **Nuclear risks**
- a) **loss** or destruction of or **damage** to any **property** whatsoever or any **loss** or expense whatsoever resulting or arising therefrom or any consequential **loss**;
 - b) any legal liability of whatsoever nature;
 - c) any sum which **you** become legally liable to pay or any **loss** or expense;
- directly or indirectly caused by or contributed to by or arising from or, in the case of (c) above, attributable to:
- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 3.4.18 **Ombudsman**
liability in respect of any ombudsman's award, except to the extent covered under the 'Awards by ombudsman' clause.
- 3.4.19 **Other insurance**
where **you** are entitled to indemnity under any other **policy** except in respect of any **excess** beyond the amount which would have been payable under such **policy** had this **policy** not been effected.
- 3.4.20 **Patent and trade secret**
any **claim**, liability, **loss** or **defence costs** arising out of the infringement of any patent or trade secret.
- 3.4.21 **Pension, benefit, trust fund management**
any **claim**, liability, **loss** or **defence costs** arising from the **insureds** operation or administration of any pension or **employee** benefit scheme or trust **fund**, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or the **insureds** breach of any legalisation or regulation related to these activities.
- 3.4.22 **Pollution**
any **loss**, liability, expenses, costs or **defence costs** for:
- a) **bodily injury, loss** of or **damage** to, or **loss** of use of **property** directly or indirectly caused by seepage, **pollution** or contamination;
 - b) the cost of removing nullifying or cleaning-up seeping polluting or contaminating substances.

- 3.4.23 **Products liability**
any **claim**, liability, **loss** or **defence costs** directly or indirectly arising out of, or in any way involving goods or **products**, sold, supplied, recalled, repaired, altered, treated, manufactured, constructed, installed or maintained by the **insured** or by any consultant, sub-contractor or agent of the **insured**, but this exclusion shall not apply to project models or displays.
- 3.4.24 **Reckless and malicious acts of defamation**
any **claim**, liability, **loss** or **defence costs** directly or indirectly arising out of any defamatory statement that was made deliberately or recklessly by **you**.
- 3.4.25 **Retroactive date**
any **claim**, liability, **loss** or **defence costs** arising from any act committed, or alleged to have been committed, prior to the **retroactive date**.
- 3.4.26 **Tax Evasion**
any **claim**, liability, **loss** or **defence costs** arising directly or indirectly out of any actual or alleged tax evasion
- 3.4.27 **Territorial limits**
any **claim**, liability, **loss** or **defence costs** arising from or alleged to have been caused by or sustained from an act committed outside the **territorial limits**.
- 3.4.28 **Trading losses**
any **claim** arising out of any trading **losses** or trading liabilities incurred by the **insured** including **loss** of any **business** or custom or any guarantee or undertaking given by the **insured** for debt or performance or any other obligation by a third party but this exclusion shall not to apply to any **claims** made against the **insured** for negligence in the normal course of their conduct of any receivership or procedures under the Insolvency Act 1986.
- 3.4.29 **War and terrorism**
any **claim**, **loss**, liability, expenses, costs or **defence costs** of whatsoever nature directly or indirectly caused by, resulting from or in connection with **war** or **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **claim**.
This exclusion also excludes any **claim**, liability costs, **defence costs** or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the above.
- 3.4.30 **Virus or similar mechanism**
any **claim**, **loss**, liability, expenses, costs or **defence costs** directly or indirectly arising from any **virus** or **similar mechanism**.

4 Section - Directors' and officers' liability

4.1 Directors' and officers' cover

4.1.1 Directors' and officers' liability

We agree, subject to the terms, conditions, limitations and exclusions of this **policy**, to pay on behalf of an **insured person** in respect of his liability for:

- a) compensatory damages and costs awarded against such **insured person** by a court or tribunal empowered to do so; or
- b) exemplary or aggravated damages for libel and slander awarded against such **insured person** by a court or tribunal empowered to do so; or
- c) multiple, exemplary or punitive damages (provided these are in addition to compensatory damages and not a form of tax, fine or similar penalty) awarded by a court or tribunal outside of **North America**, if indemnity for this is lawful under the laws of the **territory** of that court or tribunal; or
- d) settlements compromising any actual or anticipated legal proceedings made with **our** prior written consent (such consent not to be unreasonably withheld);

arising solely from a **claim** first made during the **period of insurance** and arising from a **wrongful act** undertaken anywhere in the world, except to the extent that the **company** has indemnified the **insured person** in respect of that **claim**.

4.1.2 Company reimbursement

We agree, subject to the terms, conditions, limitations and exclusions of this **policy**, to indemnify the **company**, to the extent it has lawfully indemnified an **insured person** for a **claim** otherwise **insured** under this **section**.

4.1.3 Limit of Indemnity

Our liability under this **section** in respect of any one **claim** or **series of claims** and in the aggregate during any one **period of insurance** shall not exceed the amount stated as the **limit of indemnity** in the **schedule** inclusive of **defence costs**.

4.2 Defence costs

4.2.1 Defence costs

In respect of **claims** covered by this **section** **we** agree, subject to **our** prior written consent (such consent not to be unreasonably withheld) to pay **defence costs** which are incurred by an **insured person** in the defence, negotiation and settlement of any **claim**.

4.2.2 Advancement of defence costs and expenses

In respect of **claims** covered by this **section** **we** will advance **defence costs** prior to the final settlement of a **claim**. Such advance payments of **defence costs** shall be:

- a) subject to the application of the **excess**, if any;
- b) part of and not exceed the **limit of indemnity**; and
- c) repayable to **us** by the **insured persons** or the **company** severally according to their respective **interests** in the event and to the extent that it is determined that they were not entitled under this **section** to payment of such **defence costs**.

4.3 Directors' and officers' exclusions and limitations

This **section** excludes and does not cover **claims**:

4.3.1 Bodily injury or property damage

for actual or alleged bodily or psychological **injury**, sickness, disease or death of any person or damage to or destruction of any tangible **property**, including **loss** of use thereof, except that this exclusion does not apply to emotional distress or mental anguish brought as part of a **claim** arising out of any **employment practice**;

4.3.2 Dishonesty

directly or indirectly arising out of any actual dishonest, fraudulent, or malicious act of any **insured person** except that this exclusion only applies if it is established through a final adjudication or admission that the relevant conduct did in fact occur;

- 4.3.3 **Excess**
the amount of the **excess** stated in the **schedule** but only in respect of any **claim** made by the **company**.
- 4.3.4 **Non-covered acts**
directly or indirectly arising out of **wrongful acts** committed (or alleged to have been committed) or conduct (as described in item 5 within the 'Claims' definition):
- a) after the date of commencement of the winding up of, or the appointment of a receiver, administrative receiver, liquidator or **administrator** to the **company**;
 - b) after the date of a **take-over or merger**; or
 - c) prior to the date of acquisition by the **company** of a **subsidiary company**;
- but only as regards acts committed in the capacity as a **director or officer** of such **company** unless otherwise agreed by **us**;
- 4.3.5 **North American jurisdiction**
for loss, liability, expenses, costs or **defence costs**, in respect of any proceedings (including **arbitration** or regulatory proceedings), judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part).
- 4.3.6 **Pension schemes**
for any actual or alleged breach of duty by any **insured person** as a **trustee** of any pension or superannuation scheme, health and welfare **plan**, share option scheme or **plan**, or other **employee** benefit programme, social benefits system or trust programme established or maintained for the benefit of the **company's employees** including, for the avoidance of any doubt, any **claims** under the UK Pensions Act 1995, or similar legislative, common or civil law provisions in the same or other jurisdictions;
- 4.3.7 **Personal profit**
directly or indirectly arising out of any **insured person** gaining any actual profit or advantage or receiving any remuneration to which they are not legally entitled except that this exclusion only applies if it is established through a final adjudication or admission that the relevant conduct did in fact occur;
- 4.3.8 **Pollution**
directly or indirectly arising out of any **pollution** except that this exclusion does not apply to:
- a) any **claim** brought by the **company's** shareholders (without any procurement or instigation by any **insured person** or agent of the **company**) on the basis solely that **pollution** has caused a **loss** in the value of the share capital of the **company**; or
 - b) **defence costs** incurred in defending a **claim** brought in a **member** state of the European Union up to the sub-limit of indemnity of £50,000
- 4.3.9 **Prior / pending litigation**
directly or indirectly arising out of the **circumstances** underlying any **claim** or any legal, administrative or regulatory proceedings against the **insured person** or the **company** first made or commenced prior to the **retroactive date**;
- 4.3.10 **Professional services**
for any actual or alleged breach of any **business services** and **multimedia activities** by any **insured person**;
- 4.3.11 **Stock offerings during period of insurance**
- a) directly or indirectly arising out of a **stock offering** during the **period of insurance** unless otherwise agreed by **us**;
 - b) brought by or on behalf of any shareholder who owns directly or beneficially more than fifteen percent (15%) of the issued share capital of the **company** except that this exclusion shall only apply to **claims** where such shareholder or shareholder's representative directly or indirectly has participated in or ratified the alleged **wrongful act** being the subject to the **claim**.

4.4 Directors' and officers' other terms and conditions

4.4.1 Excess

- a) Where a **claim** is made under this **section** by the **company**, **we** shall only indemnify the **company** for payments over and above the amount stated in the **schedule** as the **excess**. The **excess** shall be applied once to each and every **claim**.
- b) Where a **claim** is made under this **section** by an **insured person** but the **company** could have indemnified the **insured person** under the applicable general law, but does not do so, the **company** shall reimburse **us** for any indemnity **we** paid up to the amount of the **excess** stated in the **schedule**. However, the **company** shall have no such obligation where its failure to indemnify the **insured person** is due solely to its insolvency.

5 Section - Crime

5.1 Crime loss cover

We agree, to indemnify an **insured person** in respect of **loss**, first **discovered** during the **period of insurance** or **extended reporting period**, which arises directly from:

- 5.1.1 **Theft of insured's money, securities, funds or property**
theft, criminal damage or, where applicable, **forgery** of **money, tangible securities, funds** or **your property** by any **employee**, or by any **employee** acting in collusion with any third party or any other **employee**;
- 5.1.2 **Theft of client's money, securities, funds or property**
theft of the **money, tangible securities, funds** or **property** of any **client**, for which **you** are legally liable, by any **employee** or by any third party (save that such third party must not include such **client's employees**), or by any **employee** acting in collusion with any third party or any other **employee**;
- 5.1.3 **Theft by a third party**
 - a) **forgery, tangible securities fraud, corporate card fraud, counterfeit** of money orders or current paper currency, **computer fraud** or **funds transfer fraud** by a third party;
 - b) **theft** or criminal damage of **money, tangible securities**, as a direct result of **robbery** or **safe burglary**;
 - c) **theft** of **property** as a direct result of **robbery** or **safe burglary**.
- 5.1.4 **Limit of Indemnity**
Our liability under this **section** in respect of any one **loss** and in the aggregate during any one **period of insurance** shall not exceed the amount stated as the **limit of indemnity** in the **schedule** inclusive of **defence costs**.

5.2 Crime costs

In respect of **loss** covered by this **section** and provided such a **loss** exceeds the **excess** stated in the **schedule**, **we** also agree to pay, with **our** prior written consent (such consent not to be unreasonably withheld), costs incurred by **you** in:

- 5.2.1 **Liability costs**
defending a **claim** first brought against **you** during the **period of insurance** by a **client** to establish liability for a **loss** covered by this **policy**;
- 5.2.2 **Vault costs**
repairing or replacing a safe or vault **damaged** as a result of a **theft** or **safe burglary** giving rise to a **loss** covered by this **section**;
- 5.2.3 **Data costs**
reconstituting **data** lost as a result of a **theft, computer fraud** or **computer violation** giving rise to a **loss** covered by this **section**;
- 5.2.4 **Extent of loss costs**
establishing the extent of a **loss**, provided the **loss** to which such costs relate is covered under this **section**;
- 5.2.5 **Property damage costs**
replacement or repair cost to **property** as a direct result of **robbery** or **safe burglary** giving rise to a **loss** covered by this **section**.

5.3 Exclusions and limitations

This **section** excludes and does not cover any:

- 5.3.1 **Consequential loss**
consequential or indirect **loss** of any kind, including but not limited to any **loss** of dividends, income or profit not realised by **you** or any other individual or organisation because of a **loss** covered under this **section** but this exclusion shall not apply to **interest** that forms an integral part of **your** costs covered under this **section**;

- 5.3.2 **Data**
costs or expenses incurred:
- a) to update, improve or redesign the programmes or software of **your computer system**;
 - b) relating to **data** reconstitution if **you** use programmes or software without the required licenses or authorisation;
 - c) relating to the reconstitution of **data** recorded on magnetic or optical media, unless there are analysis files, specifications and backups of software and **data** held at **premises** other than at **your premises**;
 - d) to enable **data** to be used by a replacement **computer system**;
 - e) by an **employee plan** or **client** relating to **data** reconstitution;
- 5.3.3 **Fines and penalties**
fines, penalties, exemplary or punitive damages or the multiplied portion of any **damages**;
- 5.3.4 **Kidnap ransom and extortion**
loss arising from kidnap or **ransom** or from extortion (unless the extortion is committed by an **employee**);
- 5.3.5 **Loss benefiting another insured**
loss sustained by one **insured** to the benefit of another **insured**;
- 5.3.6 **Loss sustained after knowledge**
loss caused by an **employee** from the time any **insured** or any of the directors, partners, **trustees**, officers, or equivalent of any **insured** (not in collusion with such **employee**) has knowledge or information that such **employee** has committed any act or acts of fraud, dishonesty, criminal **damage** or **theft**:
- a) whilst such **employee** is in any **insured's** service; or
 - b) during the term of such **employee's** employment with any **insured**; or
 - c) prior to an **employee** being employed by any **insured**, provided the act or acts involved **money**, **tangible securities**, **funds** or **property** valued at £15,000 or more;
- 5.3.7 **Loss by fire or explosion**
loss or damage caused to **premises** caused by fire or explosion;
- 5.3.8 **Loss in the postal service**
loss of **money** or **tangible securities** whilst in the care of the postal service;
- 5.3.9 **Major shareholder 20%**
loss involving any person participating in the **theft** who, at the time of committing an act which results in a **loss** covered by this **section**, owns or controls more than twenty percent (20%) of the issued share capital of any **insured**;
- 5.3.10 **Non-covered acts**
loss caused by an act committed, unless otherwise agreed by **us**:
- a) after the date of commencement of the winding up of the **insured** or the appointment of a receiver, administrative receiver, liquidator or **administrator** to the **insured**; or
 - b) after the date of a **take-over or merger**; or
 - c) prior to the date of acquisition of a **subsidiary** as regards **loss** suffered by such **subsidiary**, or
 - d) after the date of awareness or **discovery** of dishonesty on the part of an **employee** participating in the **loss**;
- 5.3.11 **Nuclear hazards**
arising directly or indirectly from **nuclear hazards**;
- 5.3.12 **Profit and loss / inventory calculation**
loss, the proof of which is dependent solely upon a:
- a) profit and **loss** computation or comparison; or
 - b) comparison of inventory records with an actual physical count.

However, where **you** can prove independently of such comparisons that a **loss** has occurred for which an identified **employee** was responsible, inventory records and actual physical count of inventory can be submitted as supporting the documentation of such a **loss**;

5.3.13 **Proprietary information**

loss arising directly or indirectly from the obtaining of any confidential information, including but not limited to computer programmes, copyright, customer information, patents, trademarks or trade secrets;

5.3.14 **Retroactive date**

loss caused by an act committed, or alleged to have been committed, prior to the **retroactive date**;

5.3.15 **Trading**

loss arising from any trading or dealing in currencies, commodities, derivatives, foreign exchange, futures, options, securities, warrants and the like, unless such **loss** is covered under this **section** and results in an **employee** making improper financial gain for themselves or for any other individual or organisation intended by such **employee** to receive such benefit;

5.3.16 **War and terrorism**

loss directly or indirectly arising out of **war**, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil **war**, rebellion, revolution, insurrection, **terrorism**, military or usurped power or confiscation or nationalisation or requisition of or **damage** to **property** by or under the order of any government or public local authority.

6 Section - Corporate legal liability

6.1 Corporate liability cover

6.1.1 Corporate liability

We agree, subject to the terms, conditions, limitations and exclusions of this **policy**, to pay **loss** incurred by the **company** resulting from a **claim** first made against the **company** during the **period of insurance** and reported to **us** as required by the Claim procedure herein, in connection with any liability arising from any actual or alleged act, error or omission of the **company**.

6.1.2 Defence costs

We shall pay the **defence costs** with **our** prior written consent (such consent not to be unreasonably withheld) incurred by the **company** resulting from any **claim**:

- a) in connection with an alleged breach by any **company** of any express (written or oral) contract or agreement;
- b) made against such **company** by a third party entity, where such:
 - i) **claim** is in connection with any direct financial **loss** sustained by such third party; and
 - ii) direct financial **loss** directly arises in connection with any dishonest or fraudulent act committed by any **employee** of such **company** acting in collusion with any director, officer, governor, **trustee** or **employee** of such third party, with the intent to obtain improper personal financial gain for such **employee** or other person, to the deprivation of the third party entity.

6.1.3 Pension Schemes

We shall pay the **loss** of any **company** resulting from any **claim** in connection with any act, error or omission in connection with the operation, administration or sponsorship of any pension, profit sharing or **employee** benefits programme whose activities are not controlled by **pension trustees** except that this insurance excludes and does not cover any **claim** in the capacity as a **trustee**.

6.1.4 Identity fraud

If any party other than an **insured person** enters into any agreement with any third party entity fraudulently representing themselves as any **company**, then **we** shall pay any reasonable fees, costs and expenses incurred by such **company** in establishing that such fraudulent misrepresentation has occurred should the third party entity seek to enforce such agreement against such **company**.

6.1.5 Crisis event

We shall pay the **insured entity's** reasonable fees, costs and expenses of **public relations consultants** to mitigate the adverse effect or potential adverse effect on an **insured entity's** reputation with respect to a **crisis event**.

6.1.6 Limit of indemnity

In respect of the insurance provided by clauses 'Defence costs', 'Pension schemes', 'Identity fraud' and 'Crisis event' (inclusive) above **our** liability in respect of each separate cover shall not exceed:

- a) a sub-limit of indemnity of £100,000 any one **claim**; and
- b) the **limit of indemnity** stated in the **schedule** in the aggregate for any one and all the insurances provided by clauses 'Defence costs', 'Pension schemes', 'Identity fraud' and 'Crisis event' (inclusive) during any one **period of insurance**.

6.2 Corporate liability cover extensions

6.2.1 Assets and liberty costs

We shall pay the reasonable fees, costs and expenses incurred by any **insured person** with respect to any **asset and liberty proceeding** except that **our** liability shall not exceed a sub-limit of indemnity of £50,000 any one **claim** and in the aggregate during anyone **period of insurance**.

- 6.2.2 **Bodily injury and property damage defence costs**
We shall pay the **defence costs** with **our** prior written consent (such consent not to be unreasonably withheld) of each **insured** for any **claim** for **bodily injury** and/or **property damage** provided that:
- a) the insurance by this extension clause excludes and does not cover **defence costs** any **claim** for which insurance is provided by any other **section** to this **policy** or any other insurance other than in **excess** of any indemnity under such a **policy**; and
 - b) **our** liability shall not exceed a sub-limit of indemnity of £50,000 any one **claim** and in the aggregate during anyone **period of insurance**.
- 6.2.3 **Civil fines and penalties**
We shall pay any civil fine or penalty imposed upon an **insured person** by an **official body** as a direct result of such person acting in an **insured person** capacity unless that civil fine or penalty is uninsurable under the applicable law of the **claim**.
- 6.2.4 **Court attendance**
We shall pay the following rates per day for each day on which attendance in a **court** by an **insured person** is required in connection with any covered **claim**:
- a) for any **director or officer**; **outside company director**; or any **employee** of an **insured entity** acting in a managerial or supervisory capacity: £500
 - b) any other **insured person** not referred to in (a) above: £250
- 6.2.5 **Emergency costs**
If **our** written consent cannot reasonably be obtained before **defence costs** are incurred in respect of a **claim**, **we** will give retrospective approval for such **defence costs** subject to **our** liability not exceeding a sub-limit of indemnity of £50,000 any one **claim** and in the aggregate during anyone **period of insurance**.
- 6.2.6 **Extended reporting**
The insurance by this **section** is extended to provide **you** with an **extended reporting period** of ninety (90) days if this **policy** is not renewed or replaced with a similar **policy**.
This **extended reporting period** may be extended further upon **your** written request when **we** may quote a run-off **extended reporting period**. In considering such request, **we** shall be entitled to fully underwrite the exposure and to extend such offer on whatever terms, conditions and limitations that **we** reasonably deems appropriate.
- 6.2.7 **Extradition counselling, tax advisor costs and public relations expenses**
We will pay for the reasonable fees, costs and expenses incurred by any **insured person** for each of (a) and (b) below:
- a) accredited counsellor or tax advisor retained by an **insured person** approved by **us**, directly in connection with extradition proceedings brought against such **insured person**; or
 - b) **public relations consultants** to provide **public relations services** in connection with extradition proceedings;
- except that **our** liability shall not exceed a sub-limit of indemnity of £50,000 any one **claim** and in the aggregate during anyone **period of insurance**.
- 6.2.8 **Legal expenses policy**
Where any **insured** holds a legal expenses **policy** at the same time as this **section**, which provides cover which is the same as any cover provided under this **section**, such that the **insured** is covered for legal expenses under both this insurance and the legal expenses **policy**, then **we** shall pay such legal expenses as a primary **insurer** on the condition precedent that prior to such payment, **you** have notified the legal expenses **policy insurer** in writing of **your** request for cover with respect to such legal expenses, and **you** have provided written evidence to **us** of such notification.
- 6.2.9 **New subsidiary**
If the **policyholder** during the **period of insurance**:
- a) obtains either directly or indirectly, through one or more of its **subsidiaries**:

- i) control of the composition of the board of directors;
- ii) control of more than half of the shareholder voting power; or
- iii) a holding of more than half of the issued share capital;

of any entity; or

- b) creates any entity,

then the term **subsidiary** will be extended to include that entity automatically except that the cover by this clause excludes and does not apply to any such control or holding or creation, where the entity is:

- i) incorporated or domiciled in **North America**;
- ii) has any of its securities listed on a securities exchange or market; or
- iii) is situated in a country in which a **company** does not already hold a **subsidiary**.

6.2.10 **Public relations expenses**

We shall pay the reasonable fees, costs and expenses of **public relations consultants** to provide **public relations services** in connection with a covered **claim**, where such public relations expenses are not otherwise specifically covered elsewhere in this **policy** except that **our** liability shall not exceed a sub-limit of **indemnity** of £50,000 any one **claim** and in the aggregate during anyone **period of insurance**.

6.2.11 **Run-off for retired insured persons**

We will provide an **extended reporting period** of six (6) years for any **manager** or **pension trustee**, who retires or resigns prior to or during the **period of insurance**, other than by reason of a transaction; and provided that:

- a) the cover purchased under this **section** is not renewed or replaced; or
- b) where the cover purchased under this **policy** is renewed or replaced, such renewal or replacement **policy** does not provide an extended **discovery** provision of at least six (6) years for such person.

6.3 **Corporate liability exclusions and limitations**

This **section** excludes and does not cover **loss**:

6.3.1 **Anti-competitive practices**

in connection with any **claim** made for any actual or alleged violation of any law, whether statutory, regulatory or common law, with respect to any of the following activities: anti-trust, **business** competition, unfair trade practices or tortious interference in another's **business** or contractual relationships.

6.3.2 **Bodily injury and/or property damage**

in connection with any **claim** made for **bodily injury** and/or **property damage** except for the insurance provide by the 'Bodily injury and property damage defence costs' clause.

6.3.3 **Conduct**

arising out of, based upon or attributable to:

- a) the gaining of profit or advantage to which **you** were not legally entitled; or
- b) the committing of any deliberate dishonest or fraudulent act,

in the event that any of the above is established by final adjudication by a judicial or arbitral tribunal or any formal written admission by **you**.

6.3.4 **Contract**

arising out of, based upon or attributable to any liability of any **company** under any express oral or written contract or agreement but this exclusion shall not apply to any **company** liability that would have attached in the absence of such contract nor any cover insurance provided by item a) of the 'Defence costs' clause.

6.3.5 **Employee benefits**

arising out of, based upon or attributable to any obligation pursuant to any workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits, pension benefits or any

similar law or obligation whatsoever but this exclusion shall not apply the insurance provided by the 'Pension Schemes' clause.

- 6.3.6 **Employment practices liability**
any **claim** arising out of, based upon or attributable to **employment practices liability**.
- 6.3.7 **Excess**
the amount of the **excess** stated in the **schedule**.
- 6.3.8 **Intellectual Property Rights**
in connection with any **claim** made for any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret or any other intellectual property rights.
- 6.3.9 **Insolvency of the insured**
any **claim**, liability, **loss** or **defence costs** arising out of or relating directly or indirectly to **your insolvency**.
- 6.3.10 **North American entities**
arising out of, based upon or attributable to any **claim** which is brought in a court of law in any **North American** state or province by or on behalf of any:
- a) **insured**; or
 - b) **outside company** in which such **insured person** serves or served as an **outside company director**.
- but this exclusion shall not apply to:
- c) any **claim** against any **insured person**:
 - i) for any **employment practice** violation brought by any **insured person**;
 - ii) pursued by an **insured person** for contribution or indemnity, if the **claim** directly results from another **claim** otherwise covered by this **policy**;
 - iii) pursued by any past director or officer or **employee** of any **company** or **outside company**; or
 - iv) pursued by an insolvency **administrator**, receiver or **trustee** or liquidator of any **company** or **outside company** either directly or derivatively on behalf of a **company** or **outside company**; or
 - d) **defence costs** of any **insured person**.
- 6.3.11 **Pollution**
arising out of, based upon or attributable to the actual, alleged or threatened discharge, dispersal, release or escape of, or records concerning, **pollutants**; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **pollutants**.
- 6.3.12 **Pre-investigations and investigations**
of fees, costs or expenses in relation to **investigations** or **pre-investigations**.
- 6.3.13 **Prior claims and circumstances**
arising out of, based upon or attributable to:
- a) facts alleged or the same or related acts, errors or omissions alleged or contained in any **claim** which has been reported or in any **circumstances** of which notice has been given under any **policy** of which this **policy** is a renewal or replacement or which it may succeed in time; or
 - b) any pending or prior civil, criminal, administrative or regulatory proceeding, **investigation**, arbitration or adjudication as of the **retroactive date**, or alleging or deriving from the same or essentially the same facts as alleged in such actions.
- 6.3.14 **Proceedings seeking fines or penalties**
in connection with any **claim** seeking fines or penalties or non-monetary relief against any **insured** entity; provided that this exclusion shall not apply to:
- a) securities **claims**;
 - b) civil fines as provided by the 'Civil fines and penalties' clause.

6.3.15 **Professional services**

in connection with any **claim** made for rendering or failure to render any **business services** and **multimedia activities** to a customer or **client** of the **insured**;

7 Section - Pension Trustees liability

7.1 Trustees liability cover

We agree, subject to the terms, conditions, limitations and exclusions of this **policy**, to pay on behalf of each **trustee** or **administrator**:

- 7.1.1 compensatory **damages** and costs awarded against such **trustee** or **administrator** by a court or tribunal empowered to do so; or
- 7.1.2 exemplary or aggravated **damages** for libel and slander awarded against such **trustee** or **administrator** by a court or tribunal empowered to do so; or
- 7.1.3 multiple, exemplary or punitive **damages** (provided these are in addition to compensatory **damages** and not a form of tax, fine or similar penalty) awarded by a court or tribunal outside of **North America**, if indemnity for this is lawful under the laws of the **territory** of that court or tribunal; or
- 7.1.4 settlements compromising any actual or anticipated legal proceedings made with **our** prior written consent (such consent not to be unreasonably withheld);
- 7.1.5 **defence costs** incurred with **our** prior written consent (such consent not to be unreasonably withheld);
arising from any **claim** for a **wrongful act** which is first made against a **trustee** or **administrator** during the **period of insurance** and notified to **us** in accordance with the terms of this **policy**;

7.2 Theft cover

We agree, subject to the terms, conditions, limitations and exclusions of this **policy**, to indemnify the **trust scheme** for any **loss** sustained in consequence of any **theft** provided always that:

- 7.2.1 such **loss** is first **discovered** by **you** during the **period of insurance** and is notified in writing to **us** within twenty-eight (28) days after the date of such **discovery**;
- 7.2.2 **we** shall not be liable for any **loss** sustained in consequence of any act or omission occurring after the date of the **discovery** of, or of reasonable cause for suspicion of, dishonest or fraudulent conduct on the part of any **insured**;
- 7.2.3 **we** shall not be liable for any **loss** sustained as a result of any **theft** committed or condoned by any **trustee** or **administrator**;
- 7.2.4 **you** shall bear the burden of providing satisfactory proof to substantiate any **loss** hereunder (including any costs incurred in such process) and **we** will be under no obligation to provide indemnity to **you** until such time as **we** are satisfied that such **loss** has, in fact, been sustained;
- 7.2.5 any **money** which, but for the dishonest or fraudulent act or omission of the **trustee** or **administrator** concerned, would have been payable by **you** and any **money** of the **trustee** or **administrator** concerned shall be deducted by **you**, to the extent it is legally entitled to do so, from the amount payable under this clause in diminution or extinction of any **loss**.

7.3 Limit of Indemnity

Our liability under this **section** in respect of any one **claim** or in the aggregate during any one **period of insurance** shall not exceed the amount stated as the **limit of indemnity** in the **schedule** inclusive of **defence costs**.

7.4 Extended reporting period

- 7.4.1 If **we** or **you** refuse to renew this **policy**, **you** shall have the right to effect an extension of the insurance so that for the purpose of this **policy** a **claim** shall be deemed to be made in the **period of insurance** if it is first made during the **extended reporting period**.
- 7.4.2 There shall be no cover under the **extended reporting period** for **wrongful acts** committed (or alleged to have been committed) after the expiry of the **period of insurance**.

7.4.3 **Your** right under this clause is only exercisable if **you** give written notice and pay the additional premium requested within ten (10) days immediately following expiry of the **period of insurance**.

7.4.4 **Your** right under this clause is not exercisable after or alternatively as the case may be the **extended reporting period** shall lapse upon effecting **pension trustees'** liability insurance or similar insurance with any other **insurer** or underwriter or similar entity.

7.5 **Trustee liability exclusions and limitations**

This **section** excludes and does not cover any **claim** or **loss**:

7.5.1 **Bodily injury/ property / damage**

for any actual or alleged bodily or psychological **injury**, sickness, disease (except emotional distress or mental anguish) or death of any person or any actual or alleged **damage** to or destruction of any tangible **property**, including **loss** of use thereof.

7.5.2 **Employer contributions**

directly or indirectly arising out of, or in any way involving **your** failure to make adequate contributions to the **trust scheme** unless such **loss** arises from a **claim** arising out of the unintentional negligent error or omission of any **trustee** or **administrator** and in any event this **policy** will not cover the shortfall in contributions unless **you** are no longer able to make up such shortfall by reason of bankruptcy, insolvency or the like.

7.5.3 **Fines and penalties**

for taxes, fines, penalties, exemplary, aggravated, punitive or multiple **damages**, or any **claim** deemed uninsurable by law, provided that this exclusion shall not apply to any of the following to the extent that they are insurable at law:

- a) any monetary award or civil fine or penalty awarded against any **insured** under the Pensions Act 1995, either by the Pensions Ombudsman appointed by the Secretary of State for Social Services and/or by the Occupational Pensions Regulatory Authority or any successor body thereof unless the **trustees** have failed to pay any consideration to **us** in respect of such coverage; or
- b) exemplary or aggravated **damages** for libel or slander as covered under item 2 of the 'Trustees liability cover'; or
- c) any multiple, exemplary or punitive **damages** as covered under item 3 of the 'Trustees liability cover' clause.

7.5.4 **Fraud**

directly or indirectly arising out of, or in any way involving any actual dishonest, fraudulent or malicious act of that **insured** except that this exclusion only applies if it is established through a final adjudication or admission that the relevant conduct did in fact occur.

7.5.5 **Non-covered acts**

directly or indirectly arising out of **wrongful acts** committed (or alleged to have been committed):

- a) after the date of commencement of the winding up of, or the appointment of a receiver, administrative receiver, liquidator, or **administrator** to the **company** or the **trust scheme**.
 - b) after the date of a **take-over or merger**: or
 - c) prior to the date of acquisition by the **company** of a **subsidiary company**;
- but only as regards acts committed in the capacity as a **trustee** or **administrator** of such **company**, **subsidiary company**, or **trust scheme** and unless otherwise agreed by **us**.

7.5.6 **North America**

for **loss**, liability, expenses, costs or **defence costs**, in respect of any proceedings (including arbitration or regulatory proceedings), judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part).

- 7.5.7 **Personal profit**
directly or indirectly arising out of any **insured** gaining any actual profit or advantage or receiving any remuneration to which they are not legally entitled except that this exclusion only applies if it is established through a final adjudication or admission that the relevant conduct did in fact occur.
- 7.5.8 **Pollution**
directly or indirectly arising out of, or in any way involving any **pollution**
- 7.5.9 **Prior / pending litigation**
directly or indirectly arising out of the **circumstances** underlying any **claim** or any legal, administrative or regulatory proceedings against any **insured** first made or commenced prior to the **retroactive date**.

8 Section - Cyber liability

8.1 Cyber liability cover

We will indemnify **you** against compensatory **damages** or awards (including where applicable claimants' legal costs and expenses) for any **claim** first made against **you** during the **period of insurance** and reported to **us** as required by the Claim procedure herein, arising from:

- 8.1.1 the content of **your** email, intranet, extranet or website (including its domain name, metatags and hyperlinks and the marketing and advertising of **your business** on the website), including alterations or additions made by a **hacker**, and due to:
 - a) **your** infringements of any intellectual property rights, including any copyright, trademark, passing off or link to or framing of another page;
 - b) any defamatory statement on **your** website or in **your** email, including any defamatory statement concerning a **client** or **your business** competitor;
 - c) **your** breach of confidence or infringement of any right to privacy;
- 8.1.2 **your** negligent transmission of a **virus or similar mechanism**, worm, logic bomb or Trojan horse to anyone in the course of **your business services** or to anyone who uses **your** website in the course of their **business**;
- 8.1.3 **your** unintentional unauthorised collection, misuse or failure to correctly protect any **data** concerning any customer or potential customer of **yours** which is either confidential or subject to statutory restrictions on its use and which **you** hold electronically;
- 8.1.4 a third party's good faith reliance on a **hackers** fraudulent use of **your** encrypted electronic signature, encrypted electronic certificate, email or website where there was a clear intention to cause **you** **loss** or obtain a personal gain for the **hacker**.

8.2 Limit of Indemnity

Our liability under this **section** in respect of any one **claim** or in the aggregate during any one **period of insurance** shall not exceed the amount stated as the **limit of indemnity** in the **schedule** inclusive of **defence costs**.

8.3 Cyber liability extensions

8.3.1 Damage by hacker

Further **we** agree that if during the **period of insurance**, a **hacker damages**, destroys or alters **your** website or **computer system**, **we** will repair or replace the affected part of the website or **computer system** to the same equivalent standard and with the same content or as near as reasonably possible as immediately before it was damaged, destroyed or altered. Where **we** give prior written consent (such consent not to be unreasonably withheld), such repairs or replacements may be made directly by **you** and **we** will reimburse **you** accordingly.

8.3.2 Advertising expenses

If a **claim** arises from the cover under this cyber liability clause **we** will also pay any advertising or publicity expenses reasonable and necessarily incurred, and with **our** prior written consent (such consent not to be unreasonably withheld), in contacting any people who attempted to use the website while it was damaged, destroyed or altered.

8.3.3 Regulator Defence and Penalties

We shall pay on **your** behalf those amounts which **you** are legally obliged to pay, including any legal and **investigation** costs, as a result of a civil regulatory compensatory award, civil penalty, or fines to the extent insurable by law, imposed by a government or public authority regulator against **you** as a result of a **claim** under this **section** provided that our maximum **limit of liability** will not exceed the sub-limit of indemnity of £25,000 in the aggregate inclusive of **defence costs** for the **period of insurance**.

8.3.4 Cyber extortion

If during the **period of insurance**, and in the course of the **business**, **you** receive a **cyber extortion threat**, **we** will pay **you** for the reasonable and necessary expenses incurred by **you** including the value of any **ransom** paid by **you** for the purpose of terminating the **cyber extortion threat**, provided that:

- a) **you** can demonstrate to **us** that the **ransom** was paid under duress; and
- b) **you** can demonstrate to **us** that before agreeing to the payment of the **ransom** **you** have taken all reasonable efforts to determine that the **cyber extortion threat** is genuine and not a hoax and to ensure that at least one of **your** directors has agreed to the payment of the **ransom**; and
- c) **we** have provided consent to the payment of the **ransom**; and
- d) **our** maximum limit of liability will not exceed the sub-limit of indemnity of £25,000 in the aggregate inclusive of **defence costs** for the **period of insurance**.

8.3.5 **Public relations and crisis management services**

Following a **claim** under this **section**, **we** will pay all reasonable costs which **you** incur with **our** prior written consent (such consent not to be unreasonably withheld) for a public relations and/or crisis management consultant to avert or mitigate any material **damage** to any of **your** brands and **business** operations; provided that:

- a) **Our** maximum liability will not exceed the sub-limit of indemnity of £25,000 which amount is the maximum payable any one **claim** and in the aggregate during the **period of insurance**;

The public relations and/or crisis management consultants shall be chosen by **us** who shall take into account the nature of the **claim** or **loss** and the cost and quality of the **services** that they can deliver, unless **you** have a reasonable cause to request a different public relations consultancy and **we** agree to **your** request.

8.4 **Cyber liability exclusions**

This **section** excludes and does not cover:

8.4.1 **Betterment**

any costs in repairing, replacing or restoring **information and communication assets** to a level beyond that which existed prior to any **claim** or **loss**.

8.4.2 **Bodily injury or property damage**

any **claim**, liability, **loss** or **defence costs** directly or indirectly arising out of, or in any way involving:

- a) **bodily injury** unless arising directly from any **claim** seeking compensatory **damages** for mental anguish or distress where such **damages** arise from **claims** covered under Cyber liability cover; or

property damage unless specifically covered under the 'damage by hacker' clause above.

8.4.3 **Consequential loss**

any **claim**, **loss**, liability, expenses, costs or **defence costs** directly or indirectly arising from:

- a) **your** lost income, profit, mark-up or liability for VAT or its equivalent;
- b) **your** trading **loss** or trading liability including those arising from the **loss** of any **client**, account or **business**.

8.4.4 **Credit, debit, charge or store card**

any **claim**, **loss**, liability, expenses, costs or **defence costs** directly or indirectly arising from unauthorised use of any credit, debit, charge, store card or other electronic transmission of **funds** by **you** or any third-party.

8.4.5 **Deliberate or reckless acts**

any **claim**, **loss**, liability, expenses, costs or **defence costs** directly or indirectly arising from any act, breach, omission or infringement **you** deliberately, dishonestly or recklessly commit, condone or ignore.

8.4.6 **Excess**

the **excess** as specified in the **schedule**.

8.4.7 **Utility service provider**

any **claim**, **loss**, liability, expenses, costs or **defence costs** directly or indirectly arising from or in any way involving the failure of the service provided by an internet **services** provider or any telecommunications or other utility provider.

- 8.4.8 **Patent**
any **claim, loss**, liability, expenses, costs or **defence costs** directly or indirectly arising from the infringement of any patent.
- 8.4.9 **Personal use**
any **claim, loss**, liability, expenses, costs or **defence costs** directly arising from the use of IT systems in a personal capacity by **your** partners, directors or **employees**. Use in a personal capacity is deemed to mean any use not relating to or necessary to **your business**.
- 8.4.10 **Prior / pending litigation**
directly or indirectly arising out of the **circumstances** underlying any **claim** or any legal, administrative or regulatory proceedings against any **insured** first made or commenced prior to the **retroactive date**.
- 8.4.11 **Punitive / Exemplary damages**
any **claim, loss**, liability, expenses, costs or **defence costs** directly or indirectly arising from punitive / exemplary **damages** except where covered under clause 'Regulator, Defence and Penalties'.
- 8.5 Cyber liability conditions precedent**
- 8.5.1 **Minimisation of Risk**
It is agreed as a condition precedent to our liability under this **section** that **you** shall take all reasonable steps at **your** own expense to prevent an **insured** event arising or continuing and to minimise any **claims** which arise or may arise from an **insured** event, including but not limited to ensuring the use of:
- a) a suitable up to date virus protection software and fire wall operating on all IT system(s) which **you** are running.
 - b) encrypted and controlled access of all IT systems, wireless networks and external devices including plug-in devices networked to **your** IT system(s).
- 8.5.2 **Duty of disclosure**
It is agreed as a condition precedent to **our** liability under this Cyber liability extension that, notwithstanding any other term in this **policy** relating to disclosure, **you** have made a full and complete disclosure in providing information to **us** in relation to the insurance granted by this **section** and in event of breach of this duty of disclosure, **we** may reject or reduce any **claim** causally connected to non-disclosure.

9 Section - Contents

9.1 Property insured

Item 1 Office contents

Contents within the **premises** all belonging to **you** or for which **you** are responsible including:

- 9.1.1 landlords fixtures and fittings tenants improvements and interior decorations insofar as they are not otherwise **insured**;
- 9.1.2 **plans**, deeds, briefs, manuscripts, books, documents and office records limit any one item £1,000;
- 9.1.3 computer discs and tapes limit any one item £1,000;
- 9.1.4 personal effects limit any one person £1,000;
- 9.1.5 wines, spirits, cigarettes and tobacco held for entertainment purposes up to a limit of £1,000 any one incident;
- 9.1.6 works of art, rare books, sculptures, curios and collections for an amount not exceeding £1,000 any one incident;
but excluding vehicles licensed for road use (and their accessories) and excluding **property** described by Items 2, 3, 4 and 5 of this **section**.

Item 2 Computers and ancillary equipment

Computers and ancillary equipment used for electronic processing communication and storage of **data** including:

- 9.1.7 fixed discs interconnecting wiring and telecommunications systems;
- 9.1.8 temperature and environmental control equipment power supply voltage regulating and other protective equipment used exclusively in connection with the **computer equipment**.
- 9.1.9 all current and back up computer records (excluding fixed discs and paper records of any description) incorporating stored programs and/or information stored being **your property** or leased hired or rented to **you** on the **premises**

Item 3 Stock and trade samples

Stock and trade samples within the **premises** all belonging to **you** or for which **you** are responsible and subject to **our limit of liability** under item 3 not exceeding 25% of the declared contents **sum insured** or £10,000 whichever is the lesser.

Item 4 Refrigerated drugs and medicines

Refrigerated drugs and medicines within the **premises** all belonging to **you** or for which **you** are responsible.

Item 5 Refrigerated contents excluding drugs and medicines

Refrigerated contents other than that described by Item 4 above within the **premises** all belonging to **you** or for which **you** are responsible pertaining to the **business** and contained within the buildings at the **premises** excluding any **property** otherwise **insured money**, merchandise, gold and silver articles, plate jewellery and furs.

9.2 Coverage - Insured perils

We will indemnify **you** against **damage** to the **property insured** specified in the **schedule** caused by the under noted perils:

- 9.2.1 Fire (including subterranean fire) explosion lightning or earthquake;
- 9.2.2 Storm or flood excluding:
 - a) **damage** caused by frost, subsidence, ground heave or landslip;
 - b) **damage** attributable solely to change in water table level;
 - c) **damage** to moveable **property** in the open;
 - d) the amount of the **excess** stated in the **schedule** in respect of each and every **loss** as ascertained after the application of any condition of average.

- 9.2.3 Escape of water from any tank apparatus or pipe excluding:
- a) **damage** to the contents of any building which is unoccupied or not in use;
 - b) the amount of the **excess** stated in the schedule in respect of each and every **loss** as ascertained after the application of any condition of average.
- 9.2.4 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding:
- a) **damage** arising from cessation of work;
 - b) as regards **damage** (other than fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
 - i) **damage** by theft;
 - ii) **damage** in respect of the contents of any building which is unoccupied or not in use;
 - iii) the amount of the **excess** stated in the schedule in respect of each and every **loss** as ascertained after the application of any condition of average.
- 9.2.5 Impact with the building by aircraft or other aerial devices or articles dropped from them or by any vehicle, train, animal, falling branch, aerial or mast or satellite dish.
- 9.2.6 **Theft** or any attempt thereat (including **damage** to the building for which **you** are responsible) involving entry to or exit from the building by forcible and violent means excluding:
- a) **damage** to the contents of any building which is unoccupied or not in use;
 - b) the amount of the **excess** stated in the **schedule** in respect of each and every **loss** as ascertained after the application of any condition of average.
- 9.2.7 **Theft** by violence or threat of violence to the **insured**, **your** family or **employees** excluding the amount of the **excess** stated in the **schedule** in respect of each and every **loss** as ascertained after the application of any condition of average.
- 9.2.8 Leakage of oil from any fixed heating installation.
- 9.2.9 Any other accidental **damage** occurring in the building excluding:
- a) the amount of the **excess** stated in the **schedule** in respect of each and every **loss** as ascertained after the application of any condition of average;
 - b) **damage** caused by or resulting from:
 - i) wear tear the action of light or atmosphere, moths, vermin, insects;
 - ii) any process of cleaning, dyeing, restoring, adjusting or repairing;
 - iii) corrosion, dampness, dryness, wet or dry rot marring, scratching, bruising or deterioration;
 - c) **damage** to any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair;
 - d) **damage** specifically excluded in **insured perils** item 1 to item 8 and item 10 above;
 - e) **damage** specifically excluded in the General Exceptions;
 - f) normal maintenance or repair;
 - g) erasure or distortion of information on **computer systems** or other records;
 - h) **damage** to any computer or other equipment or component or system or item which processes stores transmits or retrieves **data** or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your property** or not or where such **damage** is caused by programming or operator error, **virus or similar mechanism** or **hacking**;
 - i) any disappearance or shortage revealed only at the time of stock taking or the making of any inventory or due to error or omission;
 - j) **damage** by confiscation or detention by Customs or other officials or authorities;
 - k) **damage** following dishonesty or fraudulent action by **your employees** or any person lawfully in the building;
 - l) **damage** caused by or resulting from **theft** or any attempt thereat;
 - m) **damage** caused by or resulting from subsidence, ground heave or landslip.

- 9.2.10 Subsidence or ground heave of any part of the site on which the **premises** stands or landslip excluding:
- a) the amount of the **excess** stated in the **schedule** in respect of each and every **loss** as ascertained after the application of any condition of average;
 - b) **damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a building **insured** hereby;
 - c) **damage** caused by or consisting of:
 - i) the normal settlement of bedding down of new structures;
 - ii) the settlement or movement of made-up ground;
 - iii) coastal or river erosion;
 - iv) defective design or workmanship or the use of defective materials;
 - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
 - d) **damage** which originated prior to the inception of this cover;
 - e) **damage** resulting from:
 - i) demolition construction structural alteration or repair of any **property** or;
 - ii) groundworks or excavation at the **premises**.
- Insofar as this insurance relates to **damage** caused by subsidence ground heave or landslip:
- f) **you** shall notify **us** immediately when **you** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
 - g) **we** shall then have the right to vary the terms or cancel the cover by this clause.

9.3 Contents – Cover extensions

9.3.1 Deterioration of stock

In the event of refrigerated contents while contained within refrigerating units suffering deterioration or putrefaction due to or arising from **change of temperature** or contamination caused by accidental leakage of refrigerant or refrigerant fumes from the unit then **we** will pay to **you** the value of the refrigerated contents at the time of its deterioration, putrefaction or contamination provided that:

- a) the refrigerated contents are **your property** or held in trust for which **you** are responsible;
- b) the deterioration, putrefaction or contamination occurs during the **period of insurance**;
- c) in respect of each **occurrence** of deterioration, putrefaction or contamination **our** liability under this clause will not exceed £1,000 any one **occurrence**.

9.3.2 Exhibitions

We will indemnify **you** for **damage** (caused by any of the **insured** perils items 1 – 9 under the 'Coverage – Insured perils' clause above) to contents up to an amount of £5,000 whilst at any exhibition within the **territorial limit**.

9.3.3 Glass breakage

We will indemnify **you** for the costs of making good the breakage or scratching of fixed **glass** at the **premises** and **your** private dwelling portion of the **premises** subject to our and in addition the cost of:

- a) temporary boarding-up following **glass** breakage; and
- b) repair of **damage** to window frames as a result of such breakage or the cost of removal or replacement of fixtures and fittings in the course of replacement of **glass** up to a maximum amount of £2,500 for any one **occurrence**; and
- c) lettering or other ornamental work and alarm foil on **glass** up to a maximum amount of £2,500 for any one **occurrence**.

providing that **our** over liability under this Glass breakage clause does not exceed £10,000 in the aggregate during any one **period of insurance**.

9.3.4 Goods in transit

We will indemnify **you** for **damage** to merchandise and goods and tools incidental to **your business** or **your property** or held in trust and for which **you** are responsible while being carried by any vehicle(s) owned hired or leased by **you** anywhere in the **United Kingdom**. The cover applies from the time the merchandise and goods are lifted by **your employees** until they are placed in position by them at their destination (excluding their installation) including loading and unloading provided that:

- a) **our** liability in respect of any one vehicle trailer or semi-trailer or any one **loss** or series of **losses** arising out of one event shall not exceed £5,000;
- b) the insurance by this clause excludes and does not cover:
 - i) the deterioration of goods conveyed in frozen, chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or **accident** to the conveying vehicle or to **theft** or attempted **theft**;
 - ii) **damage** due to natural deterioration;
 - iii) any consequential or indirect **damage** due to delay;
 - iv) **damage** to bills of exchange, promissory notes, **money** securities for **money** stamps, precious stones, jewellery, bullion or **loss** or death of or **injury** to living creatures.
- c) it is a condition precedent to **our** liability under this Goods in transit clause that:
 - i) as regards overnight garaging and in event of **damage** caused by or arising from **theft** and the vehicle, trailer or semi-trailer is left unattended between the hours of 21.00 and 06.00 such vehicle, trailer or semi-trailer must be securely locked at all points of access and garaged in enclosed **premises** which are securely locked or have a watchman in constant attendance; and
 - ii) as regards other times of each day and in event of **damage** caused by or arising from **theft** or pilferage or any attempt thereat involving any vehicle, trailer or semi-trailer which is left unattended or which is laid up temporarily stored in any garage or similar **premises** unless such vehicle or trailer or semi-trailer has all points of access securely locked.

9.3.5 Landscaped gardens

The cost of restoring any **damage** done to landscaped gardens for which **you** are responsible by the emergency **services** in attending the **premises** as a result of any of the **insured perils** items 1 – item 9 under the 'Coverage – Insured perils' up to a maximum of £10,000 in any one **period of insurance**.

9.3.6 Lock replacement

In the event of the keys of the **premises** being stolen from the **premises** or from the private residence of any director partner or **employee** authorised to hold such keys **we** will pay to **you** an amount not exceeding £2,500 in any one **period of insurance** for the replacement of equivalent locks at the **premises**.

Unless **you** or an **employee** lives on the **premises**, keys to any safe or strongroom must not be left at the **premises** when closed for **business**.

9.3.7 Loss of metered water

The unit cost of metered water at the current rate per cubic metre consumed as a direct result of **damage** (caused by any of the **insured** perils items 1 – item 9 under the 'Coverage – Insured perils') up to an amount of £10,000 in respect of any one **claim**.

9.3.8 Money

We will indemnify **you** for **loss** of **negotiable money** (not otherwise excluded) held in connection with the **business**:

- a) whilst in transit within the **United Kingdom** or in a bank night safe up to a maximum amount of £2,500 for any one **loss**;
- b) whilst at the private residence of any principal or **your** authorised **employee** up to a maximum amount of £500 for any one **loss**;

- c) from the **premises** during **business hours** up to a maximum amount of £2,500 for any one **loss**;

except that when the **premises** are closed to **business**:

- d) liability for **money** not contained within a locked safe is limited to £500;
- e) liability for **money** within a locked safe is limited to £2,500.

It is further agreed as a condition precedent to **our** liability under this clause that

- f) keys and/or combination codes to safes are not left on the **premises** unless the **premises** are still attended by **you** or **your** authorised **employee** in which case such keys and/or combination codes shall be deposited in a secure place not in the vicinity of any safe.

You will be indemnified against **loss** from any cause of **non-negotiable money** held in connection with the **business** up to a maximum amount of £500,000 for any one **loss**.

The insurance by this clause excludes and does not cover **loss**:

- i) arising from fraud or dishonesty of **your employees** unless such **loss** be **discovered** within fourteen (14) clear working days of the **occurrence**;
- ii) due to clerical or accounting errors;
- iii) from unattended motor vehicles.
- iv) of **money** the **property** of the Post Office.

9.3.9 **Personal Accident (Assault)**

This cover extension does not apply or operate unless **your schedule** states that this clause is 'included'.

- a) If **you** or any of **your employees** between the ages of sixteen (16) and seventy (70) years shall suffer **bodily injury** caused solely or directly as a result of **robbery** or any attempt thereat in the course of the **business**, **we** will pay compensation on the basis of the following table:

- i) Death £20,000
- ii) Total **loss** or permanent and total **loss** of use of one or more
- iii) limbs occurring within two (2) years of sustaining the **bodily injury** £20,000
- iv) Total and irrecoverable **loss** of all sight in one or more eyes
- v) occurring within two (2) years of sustaining the **bodily injury** £20,000
- vi) For any period up to a maximum of two (2) years of total
- vii) disablement from engaging in usual occupation £100 per week

- b) Provided that:

- viii) compensation will not be payable under more than one of the items in the compensation table for the same **bodily injury**; and
- ix) no liability will attach to **us** for **bodily injury** arising from or influenced by any existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder or resulting from pregnancy or childbirth.
- x) this extension shall not apply where the **business** includes a sub post office.

- c) The insurance by this clause is extended to pay for **damage** to cash carrying devices or clothing and personal effects belonging to **you** or any of **your employees** up to a limit of £1,000 in respect of any one person.

9.3.10 **Rent**

We will indemnify **you** as tenant in respect of his legal liability to pay rent for the period not exceeding two (2) years during which the **premises** is untenable as a result of any of the insured perils up to a maximum of twenty five (25%) percent of the **sum insured** by this **section**.

9.3.11 **Signs**

You will be indemnified against **damage** to signs up to a maximum amount of £2,000 in any one **period of insurance**.

9.3.12 Temporary removal of documents and contents

The insurance by item 1 of the **property insured** extends to cover **damage** caused by any of the **insured perils** items 1 – item 9 under the 'Coverage – Insured perils' whilst temporarily removed from the **premises** but remaining within the **United Kingdom** up to a maximum of ten (10%) percent of the **sum insured** by Item 1.

9.4 All Risks – specified business equipment

9.4.1 All risks cover

The insurance by this **section** is extended to indemnify **you** against **damage** to **property insured** as described by:

a) Item 1 Office contents

b) Item 2 Computers and ancillary equipment

from any **accident** or misfortune occurring anywhere within the **territorial limits** provided that:

- c) **our** liability does not exceed the maximum single article limit of £25,000 and
- d) the **insurance** by this clause excludes and does not cover the events listed under the 'All risks exclusions and limitations'.

9.4.2 All risks exclusions and limitations'

The insurance by this clause 9.4 excludes and does not cover:

- a) the first £250 of each **claim**;
- b) **damage** by **theft** or any attempt thereat not involving entry to or exit from the **premises** by forcible and violent means;
- c) **damage** arising from wear and tear or from any process of cleaning, dyeing, restoring, adjusting or repairing;
- d) **damage** arising from or attributable to the action of light or atmosphere, moth, parasites, vermin, corrosion, dampness, marring, scratching, bruising or deterioration;
- e) **damage** (other than by fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment maintenance or repair;
- f) erasure or distortion of information on **computer systems** or their records;
- g) **damage** to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves **data** or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the **property** is **yours** or not or where such **damage** is caused by programming or operators error, **virus or similar mechanism** or **hacking**;
- h) **loss** by official confiscation or detention;
- i) **damage** to **money, documents**, securities, motor vehicles, caravans, boats, cycles,
- j) household goods, sports equipment, contact or corneal lenses;
- k) **damage** by **theft** from an unattended motor vehicle unless such vehicle has been securely locked at all points of access.

9.5 Contents other terms and conditions

9.5.1 Basis of claim settlement

- a) **Claims** for the total **loss** or destruction of contents (except stock, goods in trust, **employees'** effects and pedal cycles) will be settled on the basis of replacement of **property** similar to but no better or more extensive than the contents when new;
- b) **Claims** for partial **loss**, destruction or **damage** to contents (except stock, goods in trust, **employees'** effects and pedal cycles) will be settled on the basis of restoration to a condition no better or more extensive than the condition of the contents when new;
- c) **Claims** for **computer systems** records **documents** manuscripts **business** books and **data** carrying materials will be settled on the basis of the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the **insured** of the information contained in them.

- d) on **electronic data** the cost of the blank media, plus the costs of copying the **electronic data** from back-ups, but not including research or engineering, or the costs of recreating, gathering or assembling such **electronic data**.

We will not insure any amount pertaining to the value of such **electronic data** to **you** or any other party, even if such **electronic data** cannot be regenerated, gathered or assembled; and

- e) on **computer equipment**, the cost of repairing or replacing, however if the **computer equipment** is obsolete after **damage** and beyond economic repair, **we** agree to the replacement with **computer equipment** that fulfils the same function and has the same cost as that **damaged computer equipment** when new.
- f) **Claims** for stock and all other **property** will be settled on the basis of its value at the time of **loss** or destruction with adjustment for wear and tear
- g) All **claims** will be settled without deduction in respect of any increases in the declared value at risk between the cover date and the time of the **damage** provided that:
 - i) the declared value at the inception of this insurance is not less than the cost of reinstatement at inception
 - ii) **you** provided us annually at renewal a revised declared value
 - iii) **you** comply with General condition - Confirmation of values at risk, otherwise **our** liability for any **loss** is limited to the proportion of the **loss** that the declared value at inception bears to the cost of reinstatement at inception.

9.5.2 **Condition of average**

(Only applicable where **claims** are not paid under the terms of the Reinstatement clause)

If at the time of any **damage** the value of the **property insured** under any item is greater than its **sum insured you** shall be considered as being **your own insurer** for the difference and shall bear a rateable share of the **loss** accordingly.

9.5.3 **Index linking**

We will adjust the **sum insured** in line with suitable indices of costs and the renewal premium for this **section** will be based on the adjusted **sum insured**.

9.5.4 **Limit of liability**

Subject to the provisions at Coverage clause - Automatic reinstatement of sum insured, the maximum amount payable during any **period of insurance** under any item is the **sum insured** shown in the **schedule** for the contents of the **premises** adjusted in accordance with the Index linking clause above.

9.5.5 **Protections**

It is a condition precedent to **our** liability that whenever the **premises** are closed for **business** or left unattended all security devices provided to protect the **premises** are properly fitted and put into full operation.

10 Section - Buildings

10.1 Property insured

Item 1 Buildings

The fixed permanent structure at the **premises** including outbuildings, landlords fixtures and fittings therein and thereon walls, gates and fences, yards, car parks and pavements piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of **your** responsibility.

Item 2 Tenants improvements

The tenants' improvements, alterations and decorations at the **premises**.

10.2 Coverage - Insured perils

We shall indemnify **you** against **damage** to the **property insured** caused by the under noted perils:

- 10.2.1 Fire (including subterranean fire), explosion, lightning or earthquake;
- 10.2.2 Storm or flood excluding:
 - a) **damage** caused by frost subsidence ground heave or landslide;
 - b) **damage** attributable solely to change in water table level;
 - c) **damage** to moveable **property** in the open;
 - d) the amount of the **excess** stated in the **schedule** in respect of each and every **loss** as ascertained after the application of any condition of average.
- 10.2.3 Escape of water from any tank, apparatus or pipe excluding:
 - a) **damage** to any building which is unoccupied or not in use;
 - b) the amount of the **excess** stated in the **schedule** in respect of each and every **loss** as ascertained after the application of any condition of average.
- 10.2.4 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding:
 - a) **damage** arising from cessation of work;
 - b) as regards **damage** (other than fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
 - i) **damage** by theft;
 - ii) **damage** to any building which is unoccupied or not in use;
 - iii) the amount of the **excess** stated in the **schedule** in respect of each and every **loss** as ascertained after the application of any condition of average.
- 10.2.5 Impact with the building by aircraft or other aerial devices or articles dropped from them or by any vehicle, train, animal, falling branch, aerial or mast or satellite dish.
- 10.2.6 **Theft** or any attempt thereat (including **damage** to the building for which **you** are responsible) involving entry to exit from the building by forcible and violent means excluding
 - a) **damage** to any building which is unoccupied or not in use;
 - b) the amount of the **excess** stated in the **schedule** in respect of each and every **loss** as ascertained after the application of any condition of average.
- 10.2.7 **Theft** by violence or threat of violence to **your** family or **employees** excluding the amount of the **excess** stated in the **schedule** in respect of each and every **loss** as ascertained after the application of any condition of average.
- 10.2.8 Leakage of oil from any fixed heating installation.
- 10.2.9 Any other accidental **damage** occurring in the building excluding:
 - a) the amount of the **excess** stated in the **schedule** in respect of each and every **loss** as ascertained after the application of any condition of average.
 - b) **damage** caused by or resulting from:
 - i) wear, tear the action of light or atmosphere moths, vermin or insects;

- ii) any process of cleaning, dyeing, restoring, adjusting or repairing;
 - iii) corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration;
 - c) **damage** to any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair;
 - d) **damage** specifically excluded in **insured** perils items 1 – item 8 and item 10 under the clause 'Coverage – insured perils' clause above
 - e) **damage** specifically excluded by the General exceptions clause;
 - f) normal maintenance or repair;
 - g) erasure or distortion of information on **computer systems** or other records;
 - h) **damage** to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves **data** or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the **property** is **yours** or not or where such **damage** is caused by programming or operator error, **virus or similar mechanism or hacking**;
 - i) any disappearance or shortage revealed only at the time of stock taking or the making of any inventory;
 - j) **damage** by confiscation or detention by Customs or other officials or authorities;
 - k) **damage** following dishonesty or fraudulent action by **your employees** or any person lawfully in the building;
 - l) any shortage due to error or omission;
 - m) **damage** by **theft** or any attempt thereat;
 - n) **damage** by subsidence ground heave or landslip.
- 10.2.10 Subsidence or ground heave of any part of the site on which the **premises** stands or landslip excluding:
- a) the amount of the **excess** stated in the **schedule** in respect of each and every **loss** as ascertained after the application of any condition of average;
 - b) **damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a building **insured** hereby;
 - c) **damage** caused by or consisting of:
 - i) the normal settlement of bedding down of new structures;
 - ii) the settlement or movement of made-up ground;
 - iii) coastal or river erosion;
 - iv) defective design or workmanship or the use of defective materials;
 - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe;
 - d) **damage** which originated prior to the inception of this cover.
 - e) **damage** resulting from:
 - i) demolition construction structural alteration or repair of any **property**; or
 - ii) groundworks or excavation at the **premises**.
- Insofar as this insurance relates to **damage** caused by subsidence, ground heave or landslip:
- f) **you** shall notify **us** immediately when **you** become aware of any demolition groundworks, excavation or construction being carried out on any adjoining site;
 - g) **we** shall then have the right to vary the terms or cancel the cover.

10.3 Buildings - Other terms and conditions

10.3.1 Condition of average

(Only applicable where **claims** are not paid under the terms of the Reinstatement clause)

If at the time of any **damage** the value of the **property insured** under any item is greater than its **sum insured you** shall be considered as being **your own** insurer for the difference and shall bear a rateable share of the **loss** accordingly.

10.3.2 **Damage to cables and underground pipes**

We will pay the cost of repairing accidental **damage** for which **you** are responsible to cables and underground pipes and drains (and their inspection covers) on the **premises** or connecting them to the public mains provided such **damage** is not caused by rust, corrosion or other wear and tear.

10.3.3 **Index linking**

We will adjust the **sum insured** in line with suitable indices of costs and the renewal premium for this **section** will be based on the adjusted **sum insured**.

10.3.4 **Limit of liability**

Subject to the provisions of the Coverage clause - Automatic reinstatement of sum insured, the maximum amount payable during any **period of insurance** under any item is the **sum insured** shown in the **schedule** for Buildings of the **premises** adjusted in accordance with the Index linking clause above.

10.3.5 **Trace and access**

We will pay the reasonable costs necessarily incurred by **you** in locating the source and subsequent making good **damage** resulting from:

- a) the escape of water from any tank apparatus or pipe;
 - b) accidental **damage** to cables, underground pipes and drains serving the **premises**.
- provided that **our** liability in respect of any one **premises** shall not exceed £25,000 in any one **period of insurance**.

11 Coverage clauses (applicable to sections - Contents and Buildings)

11.1 European Community and Public Authorities (including undamaged property)

11.1.1 Subject to the Special conditions attaching to this clause, the insurance by **sections - Contents** and **section - Buildings** extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Community legislation; or
- b) Building or other regulations under or framed in pursuance of any act of Parliament or bye-laws of any public authority (hereafter referred to as 'the stipulations') in respect of:
 - i) the **damaged** property thereby insured;
 - ii) **undamaged** portions thereof.

but excluding:

- c) the cost incurred in complying with the stipulations:
 - i) in respect of **damage** occurring prior to the granting of this clause;
 - ii) in respect of **damage** not **insured** by the **section**;
 - iii) under which notice has been served upon **you** prior to the happening of the **damage**;
 - iv) for which there is an existing requirement which has to be implemented within a given period;
 - v) in respect of **property** entirely **undamaged** by an **insured** peril.
- d) 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 any of the stipulations not arisen.
- e) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by the owner thereof by reason of compliance with the stipulations.

11.1.2 Special conditions

- a) 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 **we** may allow (during the said twelve (12) months and may be carried out upon another site (if the stipulations so necessitate) subject to **our** liability under this clause not being thereby increased;
- b) If **our** liability under the **section** apart from this clause shall be reduced by the application of any of the terms and conditions of the **policy** then **our** liability under the **section** shall be reduced in like proportion.
- c) The total amount recoverable under any item of the **section** in respect of this clause shall not exceed:
 - i) in respect of the **damaged property**:
 - I) fifteen (15%) percent of its **sum insured**;
 - II) where the **sum insured** by the item applied to **property** at more than one **premises**, fifteen (15%) percent of the total amount for which **we** would have been liable had the **property insured** at the **premises** where the **damage** has occurred been wholly destroyed;
 - ii) in respect of **undamaged** portions of **property** (other than foundations) fifteen (15%) percent of the total amount for which **we** would have been liable had the **property insured** by the items at the **premises** where the **damage** has occurred been wholly destroyed.
- d) The total amount recoverable under any item of the **policy** shall not exceed its **sum insured**.
- e) All the terms and conditions of the **policy** except insofar as they are varied hereby shall apply as if they had been incorporated herein.

11.2 Reinstatement

11.2.1 In the event of the **property insured** under **section - Contents** (Items 1 and 2) and **section - Buildings** being **damaged** the basis upon which the amount payable hereunder is to be calculated shall be the reinstatement of the **property damaged**.

11.2.2 For this purpose 'reinstatement' means

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

11.2.3 Special conditions

- a) **Our** liability for the repair or restoration of **property damaged** in part only shall not exceed the amount which would have been payable had such **property** been wholly destroyed;
- b) If at the time of reinstatement the sum representing eighty five (85%) percent of the cost which would have been incurred in reinstating the whole of the **property** covered by any item subject to this clause exceeds its **sum insured** at the commencement of any **damage** **our** liability shall not exceed that proportion of the amount of the **damage** which the said **sum insured** shall bear to the sum representing the total cost of reinstating the whole of such **property** at that time;
- c) No payment beyond the amount which would have been payable in the absence of this clause shall be made:
 - i) unless reinstatement commences and proceeds without unreasonable delay;
 - ii) until the cost of reinstatement shall have been actually incurred;
 - iii) if the **property insured** at the time of its **damage** shall be **insured** by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement.
- d) All the terms and conditions of the **policy** shall apply:
 - i) in respect of any **claim** payable under the provisions of this clause except insofar as they are varied hereby;
 - ii) where **claims** are payable as if this clause had not been incorporated.

11.3 Architects, surveyors, legal and consulting engineers fees

Such fees as are necessarily incurred in the reinstatement or repair of the **property insured** consequent upon its **damage** but not for preparing any **claim** it being understood that the amount payable under the item shall not exceed in total its **sum insured**.

11.4 Removal of debris

11.4.1 Costs and expenses necessarily incurred by **you** with **our** prior consent (such consent not to be unreasonably withheld), in:

- a) removing debris;
- b) dismantling and/or demolishing;
- c) shoring up or propping of the portion or portions of the **property insured** as a result of **damage** hereby **insured** against.

We shall not pay for any costs or expenses:

- d) incurred in removing debris except from the site of such **property damaged** and the area immediately adjacent to the site;
- e) arising from **pollution** or contamination of **property** not **insured** by **section - Contents** and **section - Buildings**.

11.4.2 **Our** liability under this clause and **section - Contents** and **section - Buildings** in respect of any item shall in no case exceed the **sum insured** thereby.

11.5 Temporary removal

- 11.5.1 The **property insured** is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in the **United Kingdom**;
- 11.5.2 **Our** liability under this clause in respect of each Item of the **section** for any **damage** occurring elsewhere than at the **premises** shall not exceed ten (10%) percent of the **sum insured** by the Item;
- 11.5.3 This clause does not apply to **property** insofar as it is otherwise **insured** nor as regards **losses** occurring elsewhere than at the **premises** from which the **property** is temporarily removed to motor vehicles and motor chassis licensed for normal road use;

11.6 Capital additions

- 11.6.1 The insurance by **sections - Contents** and **section - Buildings** is extended to cover:
- a) any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any **property** for which a building contractor is responsible) and contents insofar as the same are not otherwise **insured**; and
 - b) alterations additions and improvements to buildings and contents but not in respect of any appreciation in value;
- anywhere in the **United Kingdom** provided that:
- c) at any one situation this cover shall not exceed ten (10%) percent of the **sum insured** or £50,000 whichever is the greater;
 - d) **you** undertake to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of **our** liability;
 - e) the provisions of this clause shall be fully maintained notwithstanding any specific insurance effected under clause d).

11.7 Automatic reinstatement of sum insured

In the event of a **loss** the **sum insured** hereby shall not be reduced by the amount of such **loss** provided that **you** shall:

- 11.7.1 pay the appropriate extra premium on the amount of **loss** from the date thereof to the date of expiry of the **period of insurance**;
- 11.7.2 if the **loss** results from **theft** give effect to any additional protective devices which we may require for the further security of the **property insured**.

11.8 Notice of unoccupancy

We must be notified in writing immediately the **premises** become unoccupied and a suitable extra premium paid if required.

11.9 Amount excluded aggregation clause

Where a **claim** is to be dealt with under **sections - Contents** and **section - Buildings** and under the terms of the **policy**, **you** are responsible for the **excess** under each **section**, then **we** agree that **you** will only be responsible for one **excess** being the higher of the sum stated in the **schedule** applicable to **sections - Contents** and **section - Buildings**.

11.10 Seventy two hour

All **claims** arising out of and directly occasioned by a single event or a single original cause shall be considered to be a single **loss** for the purposes of this **section**. However, the duration and extent of any single **occurrence** shall be limited to:

- a) seventy two (72) consecutive hours as regards, earthquake, 3.2.2 and 5.2.2 (storm or flood);
- b) seventy-two (72) consecutive hours and within the limits of one (1) borough, city, town or village as regards riot, civil commotion, malicious **damage** and vandalism.

You may choose when any of the periods commence and if the event or common cause is of greater duration than the above periods, **you** may decide to divide that event or common cause into two (2) or more **occurrences** provided that no two (2) periods overlap.

Should any such seventy two (72) consecutive hour period extend beyond the expiry or cancellation date, **we** shall be liable as if such period had fallen entirely within the **period of insurance** of the **policy**.

12 Section - Business interruption

12.1 Business interruption coverage

12.1.1 In the event of **loss** as a result of interruption of or interference with the **business** following **damage to property** at the **premises** as a result of:

a) an **insured** peril under 'Coverage – Insured perils' under the **section** – Buildings and **section** – Contents;

b) **glass** breakage;

damage so caused being termed **damage** for which payment shall have been made or liability admitted by an **insurer** under any insurance covering **your interest** in the **property** at the **premises** against such **damage** provided that such **damage** would not have been excluded by **Section** – Contents or **Section** – Buildings of this **policy** then **we** shall indemnify **you** against either:

c) **loss of gross revenue** in accordance with the following provisions:

i) by paying for the **indemnity period** the amount by which the **gross revenue** during the **indemnity period** falls short of the **gross revenue** during the equivalent period immediately before the **damage**;

ii) by paying any reasonable additional expenses incurred in maintaining the **gross revenue** during the **indemnity period** but not more than the **loss** avoided under c)i) less any amount saved during the **indemnity period** in respect of reduced expenses due to the **damage**;

or

d) **increased cost of working** in accordance with the following provisions:

i) by paying any reasonable additional expenses incurred in maintaining the **gross revenue** during the **indemnity period** but not more than the **loss** avoided under c) i) less any amount saved during the **indemnity period** in respect of reduced expenses due to the **damage**;

as specified in the **schedule**.

It is understood and agreed that the insurance provided by items 1 c) and d) above are alternatives. **Your schedule** will state which cover is provided and the **sum insured** **you** have requested.

12.1.2 In adjusting the amount paid all variations or special **circumstances** affecting the **business** shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if the **damage** had not occurred.

12.1.3 If the **damage** occurs in the first trading year the payment under shall be based on the **gross revenue** immediately prior to the **loss**.

12.1.4 The indemnity provided under this **section** shall be void if the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued without **our** consent.

12.1.5 No **claim** shall be payable under this **section** unless **you**:

a) take all action which may be reasonably practicable to minimise or check any interruption of or interference with the **business** to avoid or diminish the **loss**; and

b) at **your** own expense deliver to **us** in writing a statement setting forth particulars of the **claim** no later than thirty (30) days after the expiry of the **indemnity period** or within such further time as **we** may in writing allow.

12.2 Business interruption - Cover extensions

12.2.1 Alternative trading clause

If during the **indemnity period** professional **services** shall be rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the **money** paid or payable in respect of such **services** shall be brought into account in arriving at the reduction of **gross revenue** during the **indemnity period**.

12.2.2 Automatic reinstatement of sum insured

In the event of a **loss** the **sum insured** hereby shall not be reduced by the amount of such **loss** provided that **you** shall:

- a) pay the appropriate extra premium on the amount of **loss** from the date thereof to the date of expiry of the **period of insurance**;
- b) if the **loss** results from **theft** give effect to any additional protective devices which **we** may require for the further security of the **property insured**.

12.2.3 Contract sites and transit

We shall indemnify **you** in respect of interruption of or interference with the **business** caused by **damage**, as defined in the Business interruption – coverage clause, to **documents** belonging to or held in trust by **you** whilst temporarily at **premises** not occupied by **you** or whilst in transit by road, rail or inland waterway anywhere within the **United Kingdom** provided that **our** liability under this clause shall not exceed ten (10%) percent of the **sum insured** by this **section** or £50,000 whichever is the greater.

12.2.4 Denial of access

We shall indemnify **you** in respect of interruption of or interference with the **business** caused by **damage**, as defined in the Business interruption – coverage clause, to **property** in the vicinity of the **premises** which shall prevent or hinder the use of the **premises** or access thereto whether the **premises** or **your property** therein shall be **damaged** or not (but excluding **damage** to **property** of any supply undertaking from which **you** obtain electricity, gas or water or telecommunications **services** which prevents or hinders the supply of such **services**).

12.2.5 Notifiable disease, murder or suicide, food or drink poisoning

We will indemnify **you** for **loss** caused by the interruption of or interference with the **business** resulting solely and directly from **your** inability to use the **premises** in consequence of any of the following events:

- a) an occurrence of a **notifiable disease**:
 - i) at the **premises**; or
 - ii) attributable to food or drink supplied from the **premises**;
- b) the discovery of any organism at the **premises** likely to result in the **occurrence** of a **notifiable disease**;
- c) the discovery of vermin or pests at the **premises**;
- d) an accident causing defects in the drains or other sanitary arrangements at the **premises**; and
- e) an occurrence of murder or suicide at the **premises**;

provided that:

- i) **we** will only be liable for loss arising at those **premises** which are directly subject to the event in (a) to (e) above;
- ii) **we** will only be liable for loss where the event causes closure of the **premises** on the order of a Local or Government Authority;
- iii) **we** will not be liable for any costs incurred in cleaning, repair, replacement, recall or checking of **property** except as stated above;
- iv) the indemnity provided by this clause shall only apply for the period beginning with the occurrence of the loss and ending not later than three (3) months thereafter; and
- v) **our** liability will not exceed the sub limit of £10,000 any one **occurrence** and £50,000 in the aggregate any one **period of insurance**

This extension shall not cover loss resulting from forty-eight (48) hours of each and every such interruption or interference at the **premises**.

12.2.6 Professional accountants charges

We shall indemnify **you** in respect of reasonable charges payable by **you** to **your** professional accountants for producing any particulars or details contained in **your business** books or such

other proofs information or evidence as **we** may require under the terms of the Claims procedure herein and reporting that such particulars or details are in accordance with **your business books or documents**.

12.2.7 **Suppliers**

We shall indemnify **you** in respect of interruption of or interference with the **business** caused by **damage**, as defined in the Business interruption – coverage clause, at any **premises** of any of **your** suppliers within the **United Kingdom**, provided that **our** liability under this clause shall not exceed ten (10%) percent of the **sum insured** by this **section** or £50,000 whichever is the greater.

12.2.8 **Supply utilities**

We shall indemnify **you** in respect of interruption of or interference with the **business** caused by **damage**, as defined in the Business interruption – coverage clause, at giving rise to **damage to property** at any:

- a) generating station or sub-station of the public electricity supply undertaking;
- b) land based **premises** of the public gas supply undertaking or of any natural gas producer linked directly therewith;
- c) water works and pumping stations of the public water supply undertaking;
- d) land based **premises** of the public telecommunications undertaking;

from which **you** obtains electricity, gas, water or telecommunication **services** within the **United Kingdom** provided that **our** liability under this clause shall not exceed ten (10%) percent of the **sum insured** by this **section** or £50,000 whichever is the greater.

12.2.9 **Unspecified customers**

We shall indemnify **you** in respect of interruption of or interference with the **business** caused by **damage**, as defined in the Business interruption – coverage clause, where **property** is stored at the **premises** of any of the **insured's** customers' but excluding:

- a) customers specified by a more specific clause by this **section**;
- b) the **premises** from which the **insured** obtains electricity, gas, water or telecommunication **services**;
- c) **premises** outside the **United Kingdom** or Eire;

provided that **our** liability under this clause shall not exceed ten (10%) percent of the **sum insured** by this **section** or £50,000 whichever is the greater.

12.2.10 **Value Added Tax**

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

12.3 **Book debts**

12.3.1 In the event of any of **your** books of account or other **business** books or records at the **premises** up to a **sum insured** of £5,000 being **damaged** by:

- a) an **insured** peril under the clause 'Coverage – Insured perils' within the **section** – Buildings and **section** - Contents;
- b) **glass** breakage;

so as to render it impossible for **you** to obtain from **customers** all the sums due to them and outstanding at the date of the **damage** and for which payment shall have been made or liability admitted by an **insurer** under any insurance covering **your interest** in the **property damaged** then;

12.3.2 **we** shall indemnify **you** in respect of **loss** of **book debts** by paying:

- a) the difference solely due to the **damage** between the amount of the **book debts** at the date of the **damage** and the total amount received in payment of them during the twelve (12) months after the **damage**;
- b) any reasonable expenditure incurred in avoiding or diminishing the **loss** of **book debts** but not more than the **loss** avoided

provided that **our** maximum amount payable under this clause shall not exceed £5,000 any one **loss**.

12.3.3 The indemnity provided under this clause shall be void if the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued without **our** consent.

12.3.4 No **claim** shall be payable unless **you**:

- a) take all action which may be reasonably practicable to minimise or check any interruption or interference with the **business** or to avoid or diminish the **loss**;
- b) at **your** own expense deliver to **us** in writing a statement setting forth particulars of **your claim**.

12.4 Business interruption - Exclusions

The insurance by this **section** excludes and does not insure:

12.4.1 **damage** arising from deliberate erasure **loss** distortion or corruption of information on **computer systems** or other records programs or software;

12.4.2 **damage** directly or indirectly caused by or arising from any programming or operator error **virus or similar mechanism** or **hacking** including where this results from the actions of malicious persons other than thieves;

12.4.3 mislaying or misfiling of records and tapes;

12.4.4 the deliberate act of the supply undertaking in restricting or withholding electricity supply;

12.4.5 subject to the provisions of the Automatic reinstatement of sum insured clause and Professional accountants charges clause, any amount in excess of the **sum insured** shown in the **schedule** that is the maximum amount **we** are liable to pay during any one **period of insurance**. For the avoidance of doubt professional accounts charges are payable in addition to the **sum insured**.

12.4.6 any payment beyond the **indemnity period** shown on the **schedule**.

13 Section - Terrorism

13.1 Terrorism loss cover

Where this **section** is shown in the **schedule** as “operative”, subject to the application of any applicable excess or deductible, **we** will indemnify **you** in accordance with the terms of this **section** for **losses** arising under the **eligible insured sections** as a result of **damage** to or destruction of **property** in the **territory**, the proximate cause of which is an **act of terrorism**, provided that the **act of terrorism**:

13.1.1 occurs in the **territory** during the **period of insurance**; and

13.1.2 is certified by HM Treasury or a competent tribunal from time to time as an **act of terrorism**; provided that in any action, suit or other proceedings where the **insurer** alleges that any **damage** or costs and expenses are not covered by this **policy**, the burden of proving the contrary will be upon **you**, save for clauses 13.2.1(b)(iii) and 13.2.1(c) where the burden of proof will be on **us**

13.2 Limitations and exclusions applicable to this section

The general **policy** exclusions do not apply to this **section**. Instead, the following are specifically excluded from the insurance under this **section**:

13.2.1 Virus or similar mechanism, hacking, phishing or denial of service

a) Any **losses** whatsoever directly or indirectly caused by, contributed to by, or arising from or occasioned by or resulting from:

- i) **damage** to or the destruction of any **computer system**; or
- ii) any alteration, modification, distortion, erasure, or corruption of **data**

in each case whether the **property** of the **insured** or not, where such **loss** is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

b) Covered **losses** otherwise falling within this exclusion will not be treated as excluded by this clause solely to the extent that such **loss**:

- i) results directly from any of the **specified perils**;
- ii) comprises any of the **specified losses**; and
- iii) is not proximately caused by an **act of terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

c) Notwithstanding the exclusion of **data** from the definition of **property** in this **section**:

- i) to the extent that **damage** to or destruction of **property** comprises any of the **specified losses**; and
- ii) that **damage** or destruction indirectly results from any alteration, modification, distortion, erasure or corruption of **data**;

the fact that a **specified peril** results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data** shall not prevent cost or **business interruption loss** directly resulting from **damage** to or destruction of such **property** (and otherwise falling within **specified losses** or **specified perils**) from being recoverable under this **policy**.

In no other **circumstances**, however, will any **loss** or **losses** directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** be recoverable under this **policy**.

13.2.2 War

Any **losses** whatsoever occasioned by riot, civil commotion, **war**, invasion, act of foreign enemy, hostilities (whether **war** be declared or not) civil **war**, rebellion, revolution, insurrection or military or usurped power.

13.3 Other terms and conditions applicable to this section

13.3.1 Our liability under this **section** in any one (1) **period of insurance** shall not exceed the **sum insured** stated in the **schedule** for the applicable **section** shown as **insured** in the **schedule** in respect of all **losses** arising out of any one (1) **occurrence** and in the aggregate.

13.3.2 Where the **period of insurance** shown in the **schedule** is for a period greater than twelve (12) months, the cover provided by this **section** shall only apply for a period of twelve (12) months and shall be subject to renewal at each annual anniversary.

13.3.3 Restricted terms

The insurance by this **section** is subject otherwise to all the terms and conditions of this **policy** except that any:

- a) long term undertaking;
 - b) terms which provide for adjustments of premium based upon declarations on expiry or during the **period of insurance**;
 - c) coverage in respect of **premises** to locations outside England and Wales and Scotland;
- will not apply to **losses** covered under this **section**.

14 Section - Employers liability

14.1 Employers' liability coverage

We will indemnify **you** against all sums that **you** shall become legally liable to pay as **damages**, including claimant costs recoverable from **you**, arising out of **bodily injury** caused during the **period of insurance** to an **employee** who, at the time of the cause, was working for **you** in the course of employment by **you** in **your business** within the **territorial limits**.

14.1.1 Following any event which is or may be the subject of indemnity under this **section** whether or not **bodily injury** has occurred **we** agree to indemnify **you** for **defence costs** but such **defence costs** form part of the **limit of indemnity** and do not increase the **limit of indemnity** or any **sub-limit of indemnity**

14.1.2 Limit of Indemnity

Our liability under this **section** for **damages** including **defence costs** payable in respect of any one **claim** against **you** or **series of claims** against **you** arising out of one **occurrence** shall not exceed the amount stated as the **limit of indemnity** in the **schedule**.

14.1.3 Right of recovery

The indemnity granted by this **section** is deemed to be in accordance with the provisions of the Employers' Liability (Compulsory Insurance) Act 1969 and the Employers Liability (Compulsory Insurance) Regulations 1998 or any subsequent amendment or re-enactment or similar legislation in Northern Ireland, the Isle of Man and the Channel Islands.

Where any condition precedent, exclusion, term or condition of this **section** is deemed prohibited by the act or regulations, then **we** will provide an indemnity to the **employee** under the terms of this **section** but **you** will repay to **us** that part of **our** indemnity for which **we** would not otherwise have been liable under this **section** by reason of any such breach of condition precedent, term, condition or exclusion.

14.2 Employers' liability - Cover extensions

This **section** shall extend to include the following:

14.2.1 Additional persons insured

- a) In the event of the death of any person entitled to indemnity under this **section**, **we** will indemnify in the terms of this **policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) At **your** request **we** will indemnify in the terms of this **section**:
 - i) any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement;
 - ii) any director of **yours** or **employee** in respect of liability arising in connection with the **business** provided that **you** would have been entitled to indemnity under the **section** if the **claim** had been made against **you**;
 - iii) any officer, committee or **member** of **your** canteen, sports, social or welfare organisations, fire security, first aid, medical or ambulance **services** in their respective capacities as such;
 - iv) any director or senior official of **yours** in respect of private work undertaken by any **employee** for such director or senior official;

provided that:

- I) each person shall as though he were the **insured** observe fulfil and be subject to the terms of this **policy** insofar as they can apply;
- II) **we** shall retain the sole conduct and control of all **claims**.

14.2.2 Compensation for court attendance

In the event of any of the under-mentioned persons attending court as a witness at **our** request in connection with a **claim** in respect of which **you** are entitled to indemnity under this **section**, **we** shall provide compensation to **you** at the following rates per day for each day on which attendance is required for:

- a) any of **your** directors or partners £500
- b) any **employee** £250

14.2.3 **Contractual liability**

Where any contract or agreement entered into by **you** so requires **we** will:

- a) indemnify **you** against liability arising in connection with and assumed by **you** by virtue of such contract or agreement but only so far as concerns liability as defined in this **section** to **your employees**; and
- b) waive rights of subrogation against any party specified in the contract or agreement;
- c) provided that:
 - i) **you** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply;
 - ii) **we** shall retain the sole conduct and control of all **claims**.

14.2.4 **Cross liabilities**

If more than one **insured** is referred to in the **policy schedule** this **section** shall apply to each one as if a separate **policy** had been issued to each provided that the total amount of indemnity payable to all parties in respect of **damages** shall not exceed the **limit of indemnity**.

14.2.5 **Data Protection**

We will indemnify **you** and, if **you** so require, any **employee** in respect of their liability to pay:

- a) any valid compensation in respect of **damage** or distress under section 13 of Part II of the Data Protection Act 1998 ('DPA'), or any equivalent provision under any subsequent amending or replacement legislation; or in respect of material or non-material **damage** under Article 82 of the General Data Protection Regulation ('GDPR'), and any associated **defence costs**; and
- b) **defence costs** in relation to a prosecution brought under the DPA, any subsequent amending or replacement legislation or the GDPR and incurred with **our** prior written consent,

in relation to **claims** brought by any **employee** first occurring, or prosecutions commenced, during the **period of insurance**.

This extension shall not apply in respect of:

- c) the cost of replacing, reinstating, rectifying or erasing any personal **data**;
- d) any cost relating to the **investigation** of a **data** breach, or any obligation to report a **data** breach to the Information Commissioner's Office or any other supervisory authority or other regulator or to **data** subjects;
- e) liability caused by or arising from a deliberate act by or omission of any party entitled to indemnity under this **policy**, the effect of which would knowingly result in liability under the DPA, or any subsequent amending or replacement legislation, or the GDPR;
- f) **claims** which arise out of **circumstances** that are notified to any previous **insurer** or known **you** at inception of this **policy**;
- g) liability for which indemnity is provided under any other insurance; or
- h) **claims** or prosecutions brought against **you** outside the Courts of the **United Kingdom**.

14.2.6 **Statutory defence costs including Health and Safety At Work, Etc. Act 1974**

We will, with **our** prior consent which consent will not be unreasonably withheld, indemnify **you** and at **your** request any additional **persons insured**, in respect of legal **defence costs** incurred in defending:

- a) any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought; and / or
- b) allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against **you** or any additional **persons insured**;

provided that the prosecution or proceedings relate to:

- i) an offence alleged to have been committed during the **period of insurance** and in the course of **business**;
- ii) **bodily injury** to, or potential **bodily injury** to **employees** including their health, safety and welfare;

We will also pay **you**:

- c) **defence costs** of appeal including appeal against improvement and prohibition notices incurred with **our** prior written consent (which consent will not be unreasonably withheld);
- d) prosecution costs awarded against **you**;

but the indemnity by this clause excludes and does not cover:

- i) **circumstances** where **you** or any additional **persons insured** are entitled to indemnity by any other legal expenses, motor or employment protection **policy**;
- ii) in respect of allegations of manslaughter, corporate manslaughter or corporate homicide, any amount in **excess** of a **limit of indemnity** of £1,000,000 any one **claim** or **series of claims** arising out of the same prosecution or proceedings.

14.2.7 Unsatisfied court judgments

In the event of **bodily injury** caused during the **period of insurance**, within the **territorial limits** and sustained by an **employee** in the course of employment by **you** in the course of the **business** which results in a judgement for **damages** being obtained by such **employee** or his personal representatives and which remains unsatisfied in whole or in part six (6) months after the date of such judgement, **we** will at **your** request pay to the **employee** or his personal representatives the amount of any such **damages** and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgement for **damages** is obtained
 - i) in a court of law within the **United Kingdom**;
 - ii) against a **company** partnership or individual other than **you** conducting **business** at or from **premises** within the European Economic Area;
- b) there is no appeal outstanding;
- c) the judgement relates to **bodily injury** which would otherwise be within the terms of the **policy**;
- d) if any payment is made under the terms of this extension the **employee** or the personal representatives of the **employee** shall assign the judgment to **us**.

14.3 Employers' liability - Exclusions

14.3.1 North American jurisdiction

This **section** excludes and does not cover liability, expenses, costs or **defence costs**, in respect of any proceedings (including arbitration or regulatory proceedings), judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part) to:

- a) any party incorporated, domiciled or resident in **North America**;
- b) pay any sum in **excess** of a **limit of indemnity** which sum shall be the maximum amount payable including any **defence costs** recoverable hereunder;
- c) pay punitive, multiple or exemplary **damages**.

14.3.2 Nuclear risks

So far as concerns the liability of any principal or liability assumed by **you** under agreement and which would not have attached in the absence of such agreement this **section** excludes and does not cover 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 properties of any explosive nuclear assembly or nuclear component thereof.

14.3.3 **Offshore work**

This **section** excludes and does not cover liability arising from or caused by work **offshore**.

14.3.4 **Vehicles**

This **section** excludes and does not cover liability for **bodily injury** sustained by an **employee** when the **employee** is:

- a) being carried in or upon a vehicle; or
- b) entering or getting onto or alighting from a vehicle

in **circumstances** where insurance or security is required to be effected by the **insured** to comply with the Road Traffic Act 1988 as amended by The Motor Vehicles (Compulsory Insurance) Regulations 1992 or any alteration to such regulations or any similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands or to any other **territory** consequent on the Third Council Directive 90/232/EEC of 14/05/1990 relating to insurance against civil liability in respect of the use of motor vehicles;

15 Section - Public and products liability

15.1 Public and products liability coverage

15.1.1 **We** will indemnify **you** against all sums that **you** shall become legally liable to pay as **damages** and claimant's cost in respect of accidental:

- a) **bodily injury** to any person;
- b) **damage** to tangible **property**;
- c) obstruction, trespass, nuisance or interference with any right of way air, light or water or other easement;
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

occurring during the **period of insurance**

- i) within the **territorial limits**;
- ii) in the course of the **business**; or
- iii) caused by the **products**.

15.1.2 **Pollution coverage**

Further **we** will indemnify **you** against all sums that **you** shall become legally liable to pay as **damages** and claimant's cost in respect of accidental:

- a) **bodily injury** to any person;
- b) **damage** to tangible **property**;
- c) denial of access;

arising out of or from **pollution** occurring during the course of **business** provided that the **pollution** is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **period of insurance**.

15.1.3 **Limit of indemnity**

Our liability for all **damages** payable to any claimant or number of claimants as a result of any one **occurrence** or all **occurrences** of a series consequent upon or attributable to one source or original cause shall not exceed the **limit of indemnity** stated in the **schedule** but this **limit of indemnity** shall be the maximum amount payable in any one **period of insurance** in respect of liability arising from or caused by:

- a) **products**; or
- b) **pollution**

For the avoidance of doubt **defence costs** are payable in addition to the **limit of indemnity** except as provided for in the **North America** clause under.

15.1.4 **North America**

Insofar as this **policy** applies to legal liability arising in **North America** or if an action for **damages** is commenced therein or if any subsequent action in connection therewith is brought elsewhere in the world **our** liability in respect of all **damages** payable, claimant's costs and all other **defence costs** incurred with **our** prior written consent (such consent not to be unreasonably withheld), shall not exceed the **limit of indemnity**;

15.2 Public and products liability - Cover extensions

15.2.1 **Additional persons insured**

- a) In the event of the death of any person entitled to indemnity under this **section**, **we** will indemnify in the terms of this **policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) At **your** request **we** will indemnify in the terms of this **section**:
 - i) any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement;

- ii) any director of **yours** or **employee** in respect of liability arising in connection with the **business**, provided that **you** would have been entitled to indemnity under the **section** if the **claim** had been made against **you**;
- iii) any officer, committee or **member** of **your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance **services** in their respective capacities as such;
- iv) any director or senior official of **yours** in respect of private work undertaken by any **employee** for such director or senior official

provided that:

- I) each person indemnified by this clause shall as though he were **insured** observe fulfil and be subject to the terms of this **policy** insofar as they can apply;
- II) **we** shall retain the sole conduct and control of all **claims**;
- III) where **we** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the **limit of indemnity**.

15.2.2 **Compensation for court attendance**

In the event of any of the under-mentioned persons attending court as a witness at **our** request in connection with a **claim** in respect of which **you** are entitled to indemnity under this **section**, **we** shall provide compensation to **you** at the following rates per day for each day on which attendance is required:

- a) any of **your** directors or partners £500
- b) any **employee** £250

15.2.3 **Contingent motor liability**

Notwithstanding the exclusion at item d) within the Public and Products liability – Exclusions clause of this **section**, **we** shall indemnify **you** against legal liability in respect of **bodily injury** or **damage** arising out of the use in connection with the **business** of any motor vehicle not owned or provided by **you**.

The indemnity will not apply to legal liability:

- a) in respect of **damage** to such vehicle or to goods conveyed therein or thereon;
- b) in respect of **bodily injury** or **damage** arising while such vehicle is being:
 - i) driven by **you**;
 - ii) driven with **your** general consent or of **your** representative by any person who to **your** knowledge or **your** representative knowledge does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence;
 - iii) used elsewhere than in the **United Kingdom**;
- c) in respect of which **you** are entitled to indemnity under any other insurance.

15.2.4 **Contractual liability**

Where any contract or agreement entered into by **you** so requires **we** will:

- a) indemnify **you** against liability arising in connection with and assumed by **you** by virtue of such contract or agreement but only so far as concerns liability as defined in this **section**; and
 - b) waive rights of subrogation against any party specified in the contract or agreement;
- provided that:

- i) **you** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply;
- ii) **we** shall retain the sole conduct and control of all **claims**.

15.2.5 **Cross liabilities**

If more than one **insured** is referred to in the **policy schedule** this **section** shall apply to each one as if a separate **policy** had been issued to each provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the **limit of indemnity**.

15.2.6 Data Protection Act 1998

We will indemnify **you** and, if **you** so require, any director, partner or **employee** in respect of their liability to pay:

- a) any valid compensation in respect of damage or distress under **section 13** of Part II of the Data Protection Act 1998 ('DPA'), or any equivalent provision under any subsequent amending or replacement legislation; or in respect of material or non-material **damage** under Article 82 of the General Data Protection Regulation ('GDPR'), and any associated **defence costs**; and
- b) **defence costs** in relation to a prosecution brought under the DPA, any subsequent amending or replacement legislation or the GDPR and incurred with **our** prior written consent,

in relation to **claims** brought by any person not being a director, partner or **employee** first occurring, or prosecutions commenced, during the **period of insurance**.

This extension shall not apply in respect of:

- c) the cost of replacing, reinstating, rectifying or erasing any personal **data**;
- d) any cost relating to the **investigation** of a **data** breach, or any obligation to report a **data** breach to the Information Commissioner's Office or any other supervisory authority or other regulator or to **data** subjects;
- e) liability caused by or arising from a deliberate act by or omission of any party entitled to indemnity under this **policy**, the effect of which would knowingly result in liability under the DPA, or any subsequent amending or replacement legislation, or the GDPR;
- f) **claims** which arise out of **circumstances** that are notified to any previous **insurer** or known to **you** at inception of this **policy**;
- g) liability for which indemnity is provided under any other insurance; or
- h) **claims** or prosecutions brought against **you** outside the Courts of the **United Kingdom**.

Our maximum liability during the **period of insurance** in respect of all **claims** under this extension shall not exceed the **sub-limit** of £500,000 which amount shall be inclusive of all **defence costs** and the maximum payable any one **claim** and in the aggregate, and shall be part of and not in addition to the **limit of indemnity** specified in the **schedule**.

15.2.7 Defective premises Act

We will indemnify **you** in respect of **bodily injury** or **damage to property** which **you** may incur as owner by virtue of the Defective Premises Act 1972 in connection with any **premises** which have been disposed of by **you** and which prior to disposal were occupied by **you** in connection with the **business**, provided that **we** shall not be liable for:

- a) any liability for which **you** are entitled to indemnity under any other **policy** of insurance;
- b) **bodily injury** or **damage** happening prior to such disposal;
- c) the cost of repairing, replacing or reinstating any defect giving rise to such **claim** or for the rectification of faulty workmanship.

15.2.8 Overseas personal liability

We shall indemnify **you** and if **you** so request any director or partner of **yours** or any **employee** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside the **United Kingdom** in the course of the **business**.

The indemnity provided by this clause will not apply to legal liability:

- a) arising out of the ownership or occupation of land or buildings;
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance.

15.2.9 Statutory defence costs including Health and Safety At Work, Etc. Act 1974

We will, with **our** prior consent which consent will not be unreasonably withheld, indemnify **you** and at **your** request any additional **persons insured**, in respect of legal **defence costs** incurred in defending:

- a) any alleged breach of statutory duty (including any prosecution brought under **sections 2 to 8** of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought; and / or
- b) allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against **you** or any additional **persons insured**;

provided that the prosecution or proceedings relate to:

- i) an offence alleged to have been committed during the **period of insurance** and in the course of **business**;
- ii) **bodily injury** to, or potential **bodily injury** to persons other than **employees** including their health, safety and welfare;

We will also pay **you**:

- c) **defence costs** of appeal including appeal against improvement and prohibition notices incurred with **our** prior written consent (which consent will not be unreasonably withheld);
- d) **prosecution** costs awarded against **you**;

but the indemnity by this clause excludes and does not cover:

- i) **circumstances** where **you** or any additional **persons insured** are entitled to indemnity by any other legal expenses, motor or employment protection **policy**;
- ii) in respect of allegations of manslaughter, corporate manslaughter or corporate homicide, any amount in **excess** of a **limit of indemnity** of £1,000,000 any one **claim** or **series of claims** arising out of the same prosecution or proceedings.

For the avoidance of doubt the under noted statutes, whilst not exhaustive, are included within the statutes or regulations contemplated for which **defence costs** are **insured** by this clause:

- I) Health and Safety at Work, etc. Act 1974, but only sections 2 to 8,
- II) Health and Safety at Work (Northern Ireland) Order 1978,
- III) The Trade Description Act 1968
- IV) Part II of the Consumer Protection Act 1987
- V) Part II of the Food Safety Act 1990.

15.2.10 Tenants liability

If the **premises** are leased, let, rented, hired or lent to **you**, exclusion 15.3 b) ii) of this **section** shall not apply provided that the indemnity will not apply to legal liability in respect of:

- a) **damage** arising under agreement unless liability would have attached to **you** in the absence of such agreement;
- b) **damage** caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on **your** behalf.

In addition **we** will indemnify **you** for legal liability in respect of all sums which **you** may be legally liable to pay as tenant for the cost of repairing accidental **damage** to cables and underground pipes and drains (and their inspection covers) on the **premises** or connecting them to the public mains.

15.3 Public and products liability - Exclusions

The insurance by this **section** excludes and does not cover liability for any **claim** in respect of:

Public liability

- a) liability arising from **bodily injury**, **damage** or nuisance arising out of or from or:
 - i) brought about by or contributed to by **pollution**;
 - ii) in connection with a **product**;

Products liability

- b) liability arising from any **product** or part thereof which, with the **insured's** knowledge, is intended to be incorporated into the structure, machinery or controls of any aircraft or other aerial device or satellite;
- c) liability arising out of or from or brought about by or contributed to by **pollution**;

Pollution liability

- d) liability for **damage** or nuisance to land or **premises** (including land or water within or below the boundaries of such land or **premises**) that are presently or were at any time previously owned, leased, hired or tenanted by the **insured** or otherwise in the **insured's** care, custody or control;
- e) liability for **bodily injury, damage** or nuisance arising out of or from **pollution** in **North America**;

Public, Products and Pollution liability

- f) bodily injury to any employee;
- g) damage to:
 - i) **property** belonging to **you**;
 - ii) **property** which is leased let rented hired or lent to or which is the subject of a bailment to **you** or otherwise held in **your** custody, care and control;
- h) the costs of remedying any defect or alleged defect in land or **premises** sold or disposed of by **you** or for any reduction in value thereof;
- i) the ownership possession or use by or on **your** behalf of any craft (air or waterborne) or mechanically-propelled vehicles (including power assisted cycles) other than mechanically-propelled garden implements used within the grounds of the **premises**;
- j) work on **offshore** installations;
- k) liability arising out of or from advice, design, **plans**, specifications, formulae, surveys or directions prepared or given by **you** for a fee but this shall not exclude such liability arising in conjunction with **products** supplied;
- l) any action for **damages** brought in a Court of Law of any **territory** outside the **United Kingdom** in which **you** have a branch or subsidiary or is represented by a party domiciled in such **territory** or by a party holding **your** Power of Attorney;
- m) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by **you** in connection with any **products** supplied and which would not have attached in the absence of such warranty or guarantee;
- n) **bodily injury, damage** or **pollution** caused by or in connection with anything sold or supplied by **you** or which to **your** knowledge are directly or indirectly exported to the **North America**;
- o) liquidated **damages**, fines or penalties, punitive **damages**, aggravated **damages**, any additional **damages** resulting from the multiplication of compensatory **damages**;
- p) anything (other than the **products**) that **you** have sold or supplied;
- q) or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials.

15.4 Other Public and products liability terms and conditions

15.4.1 Discharge of liability

We may pay the **limit of indemnity** or any lesser amount for which any **claim** or **claims** against **you** can be settled and **we** shall be under no further liability in respect of such **claim** or **claims** except for costs or expenses incurred prior to the date of such payment.

16 Section - Legal expenses

16.1 Legal expenses cover

16.1.1 Insuring Clause

This **section**, subject to the terms and conditions, exclusions and limitations set out in this **section**, will cover **you** (or where specified the **person insured**) in respect of any insured incident arising in connection with the **business**, subject to the terms and conditions, exclusions and limitations set out in this **section**, provided that:

- a) **reasonable prospects** exist for the duration of the claim;
- b) the **date of occurrence** of the insured incident is:
 - i) during the **period of insurance**, or
 - ii) during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - I) the previous legal expenses insurance policy required **you** to report claims during its currency
 - II) **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident
 - III) cover has been continuously maintained in force
 - IV) any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by **us**, and
 - V) the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy
- c) any legal proceedings will be dealt with in the **territorial limits** by:
 - i) a court, or
 - ii) employment tribunal or employment appeal tribunal; or
 - iii) arbitration where parties to a dispute appoint an arbitrator to determine the evident and issue a decision which is recognised by and enforceable through a court; or
 - iv) the Equality and Humans Rights Commission, Equality Commission for Northern Ireland; or
 - v) any other body which replaces any of the above or which **we** agree to, and
- d) the insured incident happens within the **territorial limits**.

16.1.2 What we will pay

We will pay an **appointed representative**, on **your** behalf, **legal expenses costs** incurred following an insured incident, and any compensation awards that **we** have agreed to, provided that:

- a) the most **we** will pay in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for **costs and expenses** and compensation awards claims, is shown as the limit of indemnity in the schedule
- b) the most **we** will pay for the total of all compensation awards under insured incident Employment disputes and compensation awards 16.2.2 Compensation awards in any one **period of insurance** shall not exceed £1,000,000
- c) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or tax consultancy. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time
- d) in respect of an appeal or the defence of an appeal, **you** must tell **us** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- e) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist

- f) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **legal expenses costs** is the value of the likely award, and;
- g) in respect of insured incident Legal defence 16.3.6 Jury service and court attendance, the maximum **we** will pay is the **person insured's** net salary or wages for the time that the **person insured** is attending court or tribunal, less any amount **you**, the court or tribunal pays.

16.1.3 What we will not pay

- a) In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or tax consultancy, **you** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by **us**.
- b) if **you** are registered for VAT **we** will not pay the VAT element of any **costs and expenses**.
- c) The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

Insured Incidents

16.2 Employment disputes and compensation awards

16.2.1 Employment disputes

Costs and expenses to defend **your** legal rights:

- a) before the issue of legal proceedings in a court or tribunal:
 - i) following the dismissal of an **employee**; or
 - ii) where an **employee** or ex-**employee** has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- c) in legal proceedings in respect of any dispute relating to:
 - i) a contract of employment with **you**; or
 - ii) an alleged breach of the statutory rights of an **employee**, ex-**employee** or prospective **employee** under employment legislation.

16.2.2 Compensation awards

In respect of a claim **we** have accepted under insured incident Employment disputes and compensation awards 16.2.1 Employment disputes, **we** will pay:

- a) any basic and compensatory award; and/or
- b) an order for compensation or damages following a breach of **your** statutory duties under employment legislation;

Provided that:

- a) in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
 - i) followed the ACAS Code of Practice on Disciplinary and Grievance Procedures; or
 - ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - iii) sought and followed advice from **our** legal advice service (telephone 0344 893 0859)
- b) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute (telephone 0344 893 0859)
- c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** legal advice service before

starting any redundancy process or procedure with **employees** (telephone 0344 893 0859)

- d) any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by default, or is payable under settlement approved in writing in advance by **us**.

Please note that the total amount payable by **us** for all compensation awards and any sums of money in settlement of a dispute, in aggregate and in any one **period of insurance** is £1,000,000.

16.2.3 **Employee civil legal defence**

Costs and expenses to defend the **person insured's** (other than **your**) legal rights if:

- a) an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
- b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **your employees**.

Please note that **we** will only provide cover for a **person insured** (other than **you**) at **your** request.

16.2.4 **Service occupancy**

Costs and expenses to recover possession of premises owned by **you**, or for which **you** are responsible, from **your employee** or ex-employee.

16.3 **Legal defence**

Costs and expenses to defend the **person insured's** legal rights:

(provided that for each of the following sections of Legal defence cover 16.3.1-6 **you** request us to provide cover for the **person insured**):

16.3.1 **Criminal pre-proceedings cover**

Prior to the issue of legal proceedings, when dealing with the Police or other body with criminal investigatory powers, where it is alleged that the **person insured** has or may have committed a criminal offence.

Provided that:

for claims relating to the Health and Safety at Work etc Act 1974 the **territorial limits** shall be any place where the Act applies.

Please note **we** will only cover criminal investigations which arise in direct connection with the activities of the **business**.

16.3.2 **Criminal prosecution defence**

following an event which leads to the **person insured** being prosecuted in a court of criminal jurisdiction.

Provided that:

for claims relating to the Health and Safety at Work etc Act 1974 the **territorial limits** shall be any place where the Act applies.

Please note **we** will only cover criminal investigations which arise in direct connection with the activities of the **business**. Please see 16.1.

16.3.3 **Data Protection**

If civil action is taken against the **person insured** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or data processor by:

- a) An individual. **We** will also pay any compensation award in respect of such claim

- b) Another data controller and/or data processor which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **we** will not pay any compensation award in respect of such a claim.

Provided that:

In respect of 16.3.3(a) any sum of money in settlement of a dispute is awarded by a court under a judgement made after a full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.

Please note **we** will not cover the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body. Please see General legal expenses limitations and exclusions 16.10.3.

16.3.4 **Wrongful arrest**

If civil action is taken against the **person insured** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

16.3.5 **Statutory Notice Appeals**

In an appeal against the imposition or terms of any statutory notice issued under legislation affecting **your business**

16.3.6 **Jury service and court attendance**

A **person insured's** absence from work:

- a) to perform jury service; or
- b) to attend any court or tribunal at the request of the **appointed representative** in relation to a claim that is an insured incident under this **section** of the policy.

The maximum **we** will pay is the **person insured's** net salary or wages for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.

We will reimburse **you** for net salary or wages that **you** have paid the **person insured** for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

16.4 **Statutory licence appeal**

Costs and Expenses for:

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.

16.5 **Property protection**

Costs and expenses for:

A civil dispute relating to physical property which is owned by **you**, or is **your** responsibility following:

- a) any event which causes physical damage to such physical property; or
- b) a legal nuisance
- c) a trespass.

Please note that **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the physical property that is the subject of the dispute.

16.6 **Personal injury**

At **your** request **costs and expenses** for a **person insured's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

16.7 **Tax protection**

Costs and expenses for:

- a) A **tax enquiry**
- b) An **employer compliance dispute**
- c) A **VAT dispute**.

Provided that:

you have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note **we** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the policy schedule. Please see clause 16.1.

16.8 Contract disputes

Costs and expenses for a contractual dispute arising in an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- a) the amount in dispute exceeds £250 (incl VAT) If the amount in dispute exceeds £5,000, **you** will be responsible for the first £500 of legal costs in each and every claim.

If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn

- b) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (incl VAT)
- c) if the dispute relates to money owed to **you**, a claim under this **section** is made within ninety (90) days of the money becoming due and payable.

16.9 Lease disputes

Costs and expenses in a civil dispute between **you** and **your** landlord relating to **premises** leased or rented by **you**.

We will not cover any claim relating to the following:

- a) the negotiation, review or renewal of the lease or tenancy agreement.
- b) a dispute arising from rent or service charges

16.10 Specific Legal expenses limitations and exclusions

This **section** excludes and does not cover:

16.10.1 Employment disputes and compensation awards

a) Employment disputes

A claim relating to the following

- i) any dispute where the originating cause of action arises within the first ninety (90) days of the start of this **section**;
- ii) any dispute with an employee who was subject to a written or oral warning (formal or informal) within one hundred and eighty (180) days immediately preceding the inception date of this **section** if the **date of occurrence** was within the first one hundred and eighty (180) days of the start of this **section** and the dispute relates directly to the same matter(s) which gave rise to that warning;
- iii) any notice of redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first one hundred and eighty (180) days of the start of this **section**

unless, in respect of i) to iii) above, equivalent legal expenses insurance was continuously in force before

- iv) any claim in respect of damages for personal injury
- v) Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
- vi) employee internal disciplinary or grievance procedures
- vii) pursuing **your** legal rights.

b) Compensation awards

A claim relating to the following

- i) any compensation award relating to the following:
 - I) trade union activities, trade union membership or non-membership;
 - II) pregnancy or maternity rights, paternity, parental or adoption rights;
 - III) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - IV) statutory rights in relation to trustees of occupational pension schemes.
- ii) non-payment of money due under a contract
- iii) any award ordered because **you** have failed to provide relevant records to **employees** under the National Minimum Wage legislation
- iv) any compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- v) a settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

c) Service occupancy

A claim relating to the following:

- i) defending **your** legal rights other than defending a counter-claim that is an insured incident under this **section**

16.10.2 Legal defence

a) Criminal pre-proceedings cover

A claim relating to the following:

- i) any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
- ii) investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

b) Criminal prosecution defence

A claim relating to prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

c) Data protection

A claim relating to the following:

- i) the loss, alteration, corruption or distortion of, or damage to stored personal data, or
- ii) a reduction in the functionality, availability, or operation of stored personal data

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

d) Statutory notice appeals

A claim relating to the following:

- i) an appeal against the imposition or terms of any statutory notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration (please refer to insured incident Statutory licence appeal)
- ii) a statutory notice issued by a **person insured**'s regulatory or governing body.

e) Jury service and court attendance

Any claim if **you** or the **person insured** are unable to prove the loss.

16.10.3 Statutory licence appeal

A claim relating to the following:

- a) the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration

- b) the ownership, driving or use of a motor vehicle.

16.10.4 **Property protection**

Any claim relating to the following:

- a) a contract **you** have entered into (please refer to insured incident 16.8 Contract disputes)
- b) physical property which is in transit or which is lent or hired out
- c) physical property at premises other than those occupied by **you** unless the physical property is at the premises for the purpose of installations or use in work to be carried out by **you**
- d) defending **your** legal rights other than defence of a counter-claim that is an insured incident under this **section**
- e) a motor vehicle owned or used by, or hired or leased to a **person insured** (other than damage to motor vehicles where **you** are in the business of selling motor vehicles)

16.10.5 **Personal injury**

Any claim relating to the following:

- a) any illness or bodily injury which develops gradually;
- b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- c) defending a **person insured's** or their family members' legal rights other than in defending a counter-claim; or
- d) clinical negligence or the failure or alleged failure to correctly diagnose a **person insured's** or their family members' condition.

16.10.6 **Tax protection**

A claim relating to the following:

- a) a tax avoidance scheme
- b) any failure to register for Value Added Tax or Pay As You Earn
- c) any investigation, enquiry, or prosecution relating to suspected or alleged dishonesty or suspected or alleged criminal offences import or excise duties and import VAT

16.10.7 **Contract disputes**

A claim relating to the following:

- a) a dispute arising from an agreement entered into prior to the start of this **section** if the **date of occurrence** is within the first ninety (90) days of the start of this **section**, unless equivalent legal expenses insurance was in force immediately before
- b)
 - i) a dispute relating to an insurance policy, other than when **your** insurer refuses **your** claim
 - ii) a lease, licence, or tenancy of land or buildings or the sale or purchase of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters
 - iii) a loan, mortgage, pension, guarantee or any other financial product. However, **we** will cover a dispute with a professional adviser in connection with these matters
 - iv) a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles
- c) a dispute with an **employee** or ex-**employee** which arises out of, or relates to, a contract of employment with **you**. (Please refer to insured incident 16.2 Employment disputes and compensation awards.)
- d) a dispute which arises out of the:
 - i) sale or provision of computer hardware, software, systems or services; or
 - ii) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.

- e) the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists

16.11 General legal expenses limitations and exclusions

This section excludes and does not cover:

- 16.11.1 A claim where the **person insured** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.
- 16.11.2 **Costs and expenses** incurred before **our** expressed acceptance.
- 16.11.3 Fines, penalties, compensation or damages which the **person insured** is ordered to pay by a court or other authority other than compensation awards as covered under clause 16.2.2 Compensation awards and clause 16.3 Legal defence.
- 16.11.4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 16.11.5 Any claim relating to rights under a franchise or agency agreement entered into by **you**.
- 16.11.6 Any wilful act or omission of a **person insured** deliberately intended to cause a claim under this **section**.
- 16.11.7 Any claim under this policy for a dispute with **ARAG** or QBE UK Limited. For disagreements with us about the handling of a claim refer to clause 16.11.8 Arbitration.
- 16.11.8 Any claim relating to a shareholding or partnership share in the **business**.
- 16.11.9 **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 16.11.10 Any claim caused by, contributed to by or arising from:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
 - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 16.11.11 Any claim where a **person insured** is not represented by a law firm, barrister or tax expert.
- 16.11.12 Any claim where either at the start of, or during the course of a claim:
 - a) **you** are declared bankrupt
 - b) **you** have filed a bankruptcy petition
 - c) **you** have filed a winding-up petition
 - d) **you** have made an arrangement with **your** creditors
 - e) **you** have entered into a deed of arrangement
 - f) **you** are in liquidation
 - g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.
- 16.11.13 Any defamation claim brought by or against **you** or a **person insured**.
- 16.11.14 Legal action a **person insured** takes which **we** or the **appointed representative** have not agreed to, or where the **person insured** does anything that hinders **us** or the **appointed representative**.

16.12 Legal expenses other terms and conditions

16.12.1

- a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or tax consultancy as the **person insured's appointed representative** to deal with their claim. They will try to settle the **person insured's** claim by negotiation without having to go to court.
 - b) If the appointed **preferred law firm** or tax consultancy cannot negotiate settlement of the **person insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **person insured** may, if they prefer, choose a law firm or tax expert of their own choice to act as the **appointed representative**. **We** will choose the **appointed representative** to represent the **person insured** in any proceedings where **we** are liable to pay a compensation award.
 - c) If the **person insured** choose a law firm as their **appointed representative** who is not a **preferred law firm** or tax consultancy, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or tax consultancy. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting on the **person insured's** behalf) is currently £100 per hour. This amount may vary from time to time.
 - d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
- 16.12.2 A **person insured** must:
- a) co-operate fully with **us** and the **appointed representative**; and
 - b) give the **appointed representative** any instructions that **we** ask them to.
- 16.12.3
- a) A **person insured** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** expressed consent.
 - b) If a **person insured** does not accept a reasonable offer to settle a claim, **we** will not pay further **costs and expenses**.
 - c) **We** may decide to pay a **person insured** the reasonable value of the claim that the **person insured** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances a **person insured** must allow **us** to take over and pursue or settle a claim in their name. A **person insured** must allow **us** to pursue at **our** own expense and for **our** benefit, any claim for compensation against any other person and a **person insured** must give **us** all the information and help **we** need to do so.
- 16.12.4 A **person insured** must:
- a) instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this; and
 - b) take every step to recover **legal expenses costs** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.
- 16.12.5 If the **appointed representative** refuses to continue acting for a **person insured** with good reason, or if a **person insured** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
- 16.12.6
- a) If a **person insured** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses we** have paid.
 - b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **legal expenses costs** and compensation awards **we** have agreed to, up to the date cover was withdrawn.
- 16.12.7 If there is a disagreement between a **person insured** and **us** on the merits of the claim or proceedings, or on a legal principle, **we** may suggest the **person insured** obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **us** and the cost expressly agreed in writing between the

person insured and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **person insured** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence. This does not affect the **person insured's** rights under 16.11.8.

- 16.12.8 If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service maybe able to help. This is a free complaint resolution service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **us**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs

- 16.12.9 A **person insured** must:

- a) keep to the terms and conditions of this **section**;
- b) take reasonable steps to avoid and prevent claims;
- c) take reasonable steps to avoid incurring unnecessary costs;
- d) send everything **we** ask for in writing, and
- e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

- 16.12.10 **We** will, at **our** discretion, void this **section** (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- a) a claim the **person insured** has made to obtain benefit under this **section** is fraudulent or intentionally exaggerated, or
- b) a false declaration or statement is made in support of a claim.

- 16.12.11 Apart from **us**, **you** are the only person who may enforce all or any part of this **section** and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this **section** in relation to any third-party rights or interest.

- 16.12.12 If any claim covered under this **section** is also covered by another policy, or would have been covered if this **section** did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

- 16.12.13 This policy is governed by the law that applies in the part of the **United Kingdom**, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this **section** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

16.13 Privacy

When you purchase and use a **ARAG** product **we** will process personal information about you and anyone else whose details are provided to **us** to provide you with a service or a claim.

We process your personal information in accordance with **our** Privacy Notice. You can find **our** Privacy Notice online at www.arag.co.uk/privacy. Alternatively you can make a request for a printed copy to be sent to you by contacting dataprotection@arag.co.uk

17 General exceptions

17.1 Communicable disease

17.1.1 Regardless of any provision to the contrary, the **policy** excludes any amount for which the **insurer** would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

- a) a communicable disease;
- b) the fear or threat (whether actual or perceived) of a **communicable disease**;
- c) the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of a **communicable disease**; or
- d) the **insured's** actual or alleged non-compliance with any advice, guidance, regulation, order, decree or law issued by a **public authority** in response to a **communicable disease**.

This exception shall not apply in respect of and to the extent of the indemnity provided by the:

- e) the "Notifiable disease, murder or suicide, food or drink poisoning" extension of the **policy**;
- f) Section - Professional Liability;
- g) Section - Crime;
- h) Section - Pension Trustees;
- i) Section - Cyber Liability;
- j) Section - Employer's Liability;
- k) Section - Public and Products Liability; and
- l) Section - Legal Expenses.

17.2 Cyber Risks

17.2.1 The **policy** excludes:

- a) any **loss, damage, liability, claim, cost or expense** of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following:
 - i) an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax of such acts, involving access to, processing of, use of or operation of any **computer equipment**;
 - ii) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer equipment**; or
 - iii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer equipment**,

including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any of the above acts; and

- b) any **loss, damage, liability, claim, cost, expense** of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **loss** of use, reduction in functionality, repair, replacement, restoration or reproduction of any **electronic data**, including any amount pertaining to the value of such **electronic data**, regardless of any other cause or event contributing concurrently.

17.2.2 The above exclusion shall not apply to:

- a) any **claim, loss or damage** caused by or arising out of:
 - i) accidental **damage, loss** or destruction to **property insured** which would otherwise be indemnified by the 'Cyber liability' **section**; and
 - ii) an act of terrorism to your property insured,
- for which cover is expressly provided elsewhere in the **policy** and shown as 'operative' in the **schedule**.

17.3 Date recognition

This **policy** excludes and does not cover any **claim** directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment, **data**, processing, service, **product**, microchip, micro processor, integrated circuit, embedded chip or similar device, computer, software, program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the year 2000:

- 17.3.1 correctly to recognise any date as its true calendar date;
- 17.3.2 to capture save or retain and/or correctly to manipulate interpret or process any **data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- 17.3.3 to capture save or retain or correctly to process any **data** as a result of the operation of any command which has been programmed into any computer software being a command which causes the **loss** of **data** or the inability to capture save retain or correctly to process such **data** on or after any date but this shall not exclude in respect of **section** – Contents; **section** - Buildings and **section** - **Business** interruption subsequent **damage** not otherwise excluded which itself results from fire, lightning, explosion, **theft**, aircraft or other aerial devices or articles dropped therefrom riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal provided such contingency is **insured** by the **section**.
- 17.3.4 This exception is not applicable to **sections** - Cyber liability or **section** – Employers' liability

17.4 Electrical plant

Sections – Contents, Buildings, Business interruption and Terrorism of this **policy** exclude and do not cover any **damage** to or destruction of any electrical plant or electrical appliance i.e. dynamo, transformer, motor or other working electrical machinery apparatus or fittings directly caused by its own over-running, short-circuiting, excessive pressure or self-heating but should fire extend to and **damage** or destroy any other part of the plant or appliances or other **property insured** hereby such **damage** or destruction is not excluded by the **policy**.

17.5 Heat processes

Sections – Contents, Buildings, Business interruption and Terrorism of this **policy** exclude and do not cover any **damage** to **property insured** due to its undergoing any process necessarily involving application of heat.

17.6 Northern Ireland

Sections – Contents, Buildings, Business interruption and Terrorism of this **policy** exclude and do not cover any **damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:

- 17.6.1 riot, civil commotion and (except in respect of **damage** by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons;

17.7 Nuclear risks

Except in respect of **claims** admissible under **section** – **Employers liability** this **policy** excludes and does not cover any:

- 17.7.1 **damage** to any **property** whatsoever or any **loss** or expense whatsoever resulting or arising therefrom or any consequential **loss**;
- 17.7.2 any legal liability of whatsoever nature;
- 17.7.3 any sum which **you** become legally liable to pay or any **loss** or expense; directly or indirectly caused by or contributed to by or arising from or, in the case of item 1 above, attributable to:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

17.8 Pressure waves

Sections – Contents, Buildings, Business interruption and Terrorism of this **policy** exclude and do not cover any **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

17.9 Requisition or confiscation of property

Sections – Contents, Buildings, Business interruption and Terrorism of this **policy** exclude and do not cover any **damage** occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority.

17.10 War and Cyber Operation

- 17.10.1 Notwithstanding any provision to the contrary in this insurance, this insurance does not cover that part of any loss, damage, liability, cost or expense of any kind (together “loss”) resulting:

- a) directly or indirectly from **war**;
- b) from a **cyber operation** that is carried out as part of a **war**; or
- c) from a **cyber operation** that causes a sovereign state to become an **impacted state**.

Provided, however, clause 17.10.1c) shall not apply to the direct or indirect effect of a **cyber operation** on **computer systems** used by the **insured** or its third party service providers that is not physically located in an **impacted state** but is affected by a **cyber operation**.

- 17.10.2 In determining attribution of a **cyber operation**, the **insured** and **insurer** shall have regard to whether the government of the **impacted state** formally or officially attributes the **cyber operation** to another sovereign state or those acting at its direction or under its control.

In the absence of attribution by the **impacted state**, the **insurer** may rely upon a reasonable inference as to attribution of the **cyber operation** to another sovereign state or those acting at its direction or under its control having regard to such evidence as is available to the **insurer**.

In the event that the government of the **impacted state** either takes an unreasonable length of time to, or does not, or is unable to attribute the **cyber operation** to another sovereign state or those acting at its direction or under its control, it shall be for the **insurer** to prove attribution by reference to such other evidence as is available.

The following definition applies for the purposes of this exclusion only:

Computer system

any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, or wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

17.11 War and terrorism

Except in respect of **claims** arising under **sections Terrorism** and **section - Employers liability** this **policy** excludes and does not cover any **damage** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

- 17.11.1 any act of **war** or **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **loss**;
- 17.11.2 any action taken in controlling preventing suppressing or in any way relating to any act of **war** or **terrorism**.

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

17.12 War, political risk and terrorism limitation applicable only to section – Employers' liability

- 17.12.1 Section – Employers liability** excludes and does not cover any liability which arises directly or indirectly out of or caused by **war** or **terrorism** except that this exclusion shall not apply to the first £5,000,000 of any liability for an act of **war** or **terrorism** provided that **our** maximum liability will not exceed £5,000,000 in respect of:
- a) any one **claim** against **you** or **series of claims** against **you**; and
 - b) any claim or series of claims made by **you** under **section** – Employers liability; arising out of one **occurrence**.

18 Claim procedure

Except for **section – Employers liability**, the due observance and fulfilment of the provisions of the Claim notification and Claim procedure clauses are a condition precedent to **our** liability for any **claim** under this **policy**. The 'Observance clause' sets out the consequences of a failure to comply with conditions precedent.

18.1 Claim notification – For sections – Professional indemnity, Directors and officers liability, Crime, Corporate legal liability, Pension Trustees liability and Cyber liability

18.1.1 **You** will give notice in writing or by an agreed electronic medium, to **us**:

- a) as soon as reasonably practical of any **claim**, but in any event not later than thirty (30) days from receipt of any **claim** or any notice of an intention to make a **claim** and for the avoidance of doubt within the **period of insurance**;
- b) as soon as reasonably practical of any **circumstance**, but in any event before expiry of the **period of insurance**;
- c) within two (2) working days, but in any event before expiry of the **period of insurance**, of receipt of any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract;

with full particulars thereof. Provided always that such written notice is given to the **insurer** during the same **period of insurance** or (if **you** renew this insurance with **us**) within seven (7) days after its expiry.

18.1.2 **We** agree that any **circumstance** notified to **us** during the **period of insurance** which subsequently gives rise to a **claim** after expiry of the **period of insurance** shall be deemed to be a **claim** first made during the **period of insurance**.

18.1.3 **You** may contact **us** using the information set out in the 'Claims procedure' under the 'Our agreement in general' **section**.

18.2 Claim notification – For sections – Contents, Buildings, Business interruption, Terrorism, Employers' liability and Public and products liability

18.2.1 On the happening of any event which may give rise to a **claim** **you** must:

- a) notify **us** immediately;
- b) inform the police immediately if the **damage** has been caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances

18.2.2 **You** may contact **us** using the information set out in the 'Claims procedure' under the 'Our agreement in general' **section**.

18.3 Claim notification - Section – Legal Expenses

To report a claim under this section please see the details specified in the '1.6 Claims notification' clause of '1 Our agreement in general'

Please do not ask for help from a lawyer, accountant or anyone else before **ARAG** have agreed. If **you** do, **ARAG** will not pay the costs involved.

18.4 Your duties – All sections except Section – Legal Expenses

18.4.1 On the happening of any event which may give rise to a **claim** **you** must:

- a) give all information and assistance **we** may require and forward all **documents**, to enable **us** and/or the **cyber and data security representative** to investigate, settle or resist any **claim** as **we** may require;
- b) not make or allow to be made on **your** behalf any admission offer promise payment of indemnity without **our** written consent;
- c) take all practicable steps to recover **property** lost and otherwise minimise the **claim**;

- d) not incur any expense without the consent of **our** except at the **insured's** own cost; and
- e) within thirty (30) days or such further time as **we** may allow in writing deliver to **us** a written **claim** providing at **your** own expense all details proofs and information regarding the cause and amount of **damage** as **we** may reasonably require together with details of any other insurances on any **property** or liability covered by this **policy** and (if demanded) a statutory declaration of the truth of the **claim** and or any related **matters**;
- f) not destroy evidence, supporting information or documentation without **our** prior consent; nor destroy any plant or other **property** relating to an **occurrence, loss** or suit that may give rise to a **claim** under this **policy**.

- 18.4.2 In respect of any event which may give rise to legal or regulatory proceedings, **you** must:
- a) immediately forward to **us** every letter **claim** writ summons and process immediately upon receipt without acknowledgement;
 - b) advise **us** in writing immediately **you** have knowledge of any pending prosecution inquest fatal **accident** or ministry inquiry;
 - c) co-operate with **us** or **our** appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice;
 - d) authorise **us** to obtain medical records or other pertinent information upon request, in the event of an **insured** event involving **bodily injury**.

- 18.4.3 As regards **section – Business Interruption** **you** must within thirty (30) days after the expiry of the **indemnity period** or within such further time as **we** may in writing allow at **your** own expense deliver to **us** a statement setting out particulars of the **claim** together with details of all other insurance covering any part of the **damage** or resulting **loss of gross revenue**. **You** shall at **your** own expenses also provide **us** with such books of account and other **business** books vouchers invoices balance sheets and other **documents** proofs information explanation and other evidence as may reasonably be required by **us** for the purpose of investigating or verifying such **claim** together with (if demanded) a statutory declaration of the truth of the **claims** and any related **matter**. No **claim** under this **section – Business Interruption** shall be payable unless the terms of these conditions have been complied with and in the event of non compliance therewith in any respect any payment on account of the **claim** already made shall be repaid to **us** immediately.

- 18.4.4 On the happening of any event which may give rise to a **claim** **you** must prove, if it is alleged that an event is not covered or that the indemnity is otherwise limited being **war** or an **act of terrorism** that the said exclusion or **limit of indemnity** does not apply, it being understood and agreed that any portion of an exclusion or **limit of indemnity** being found invalid, inapplicable or unenforceable will not in any way render the remainder of the exclusion or limit invalid, inapplicable or unenforceable.

18.5 Your duties – Section – Legal Expenses

Please refer to **section – Legal Expenses**

18.6 Advancement of defence costs

In respect of any **claim** covered by **section – Directors' and Officers' liability**, **we** will advance **defence costs** prior to the final settlement of a **claim**. Such advance payments of **defence costs** shall be repayable to **us** by the **insured** severally according to their respective **interests** in the event and to the extent that it is determined that they were not entitled under **section – Directors' and Officers' liability** of this **policy** to payment of such **defence costs**.

18.7 Disputed defence or appeal

If any dispute arises between **you** and **us** as to whether a prosecution should be defended or an appeal made, such dispute will be referred to a King's Counsel to be mutually agreed between the parties (or in default of agreement to be nominated by the President of the Law Society) whose decision will be final. In the event of conflict between any person falling within the definition of **insured** separate representation will be arranged for each party.

The cost of such legal opinion shall be regarded as part of the **defence costs**.

18.8 Allocation – section – Directors and Officers liability

If an **we** incur a **loss** covered by this **section – Directors and Officers liability** together with other **loss** which is not covered by this **section** or a **claim** is made against both a party entitled to cover and a party not so entitled then the following sub-paragraphs will apply:

- 18.8.1 **we** shall pay only such amount as is just and equitable having regard to the relative legal and financial exposures of the **loss** covered by this **section** compared to the other **loss** which is not covered by this **section** and of the party entitled to cover compared to the party not so entitled;
- 18.8.2 **you** and the **insurer** shall use their best efforts to agree this amount;
- 18.8.3 in default of an agreement, this amount shall be determined by an **independent lawyer** in accordance with the principles set out in item 1 above.

18.9 Basis of valuation

In no event shall **we** be liable for more than the:

- 18.9.1 value of a non sterling currency at the rate of exchange published in the Financial Times on the date a **loss**;
- 18.9.2 actual market value of securities at the close of **business** on the day the **loss**, or for more than the actual cost of replacing the securities, whichever is the less, plus the cost to post any lost instrument bond;
- 18.9.3 cost of blank books, blank pages or other materials, plus the cost of labour and computer time for the actual transcription or copying of **data** furnished by **you** in order to reproduce books of accounts and records not held on a **computer system**;
- 18.9.4 cost of labour for the actual transcription or copying of **data** held in a **computer system** furnished by **you**, in order to reproduce such **data**;
- 18.9.5 actual cash value of **property** at the time of a **loss** or the actual cost of repairing or replacing the **property** with **property** or material of like quality or value, whichever is less. The actual cash value of **property** held by **you** as a pledge, or as collateral for an advance or a loan, shall be considered not to exceed the value of such **property** as determined and recorded by **you** when making the advance or loan, or in the absence of a record, the unpaid portion of the advance or loan plus accrued **interest** at legal rates.

18.10 Our rights

- 18.10.1 **Claims** will be handled and administered by **us** or such parties as **we** in **our** absolute discretion may determine.
- 18.10.2 **We** shall be entitled on the happening of any **damage** to enter any building where such **damage** has happened and to take and keep possession of the **property insured** and to deal with salvage in a reasonable manner and this **policy** shall be proof of leave and licence for such purpose but the **property** may not be abandoned to **us**;
- 18.10.3 **We** shall be entitled at **our** option to either:
 - a) repair or replace the **property** or any part of the **property** for which it may be liable under this **policy**; or
 - b) make payment in **money** to **you** in lieu of such repair or replacement or reinstatement effected as nearly as may be reasonably practicable shall be deemed a complete indemnity under this **policy**.
- 18.10.4 **We** shall only be liable to pay **defence costs** to which we has given **our** prior written consent, such consent not to be unreasonably withheld.
- 18.10.5 **We** will be under no obligation to investigate any potential **claims** or to undertake the conduct of any proceedings in connection with such **claims** and will be at liberty in all cases to leave the conduct of such proceedings wholly to the **insured**, upon such conditions as regards the payment of costs and with such liberty to bind the **insurer** by compromise as **we** may in its absolute discretion determine.

18.10.6 **We** may at any time pay the **limit of indemnity** (after deduction of any sums already paid) or such lesser sum for which the **claim** can be settled and will relinquish the conduct and control of the **claim** and be under no further liability, except (where payable under the relevant **section**) for payment of **defence costs** incurred prior to the date of payment.

18.10.7 **We** may at any time apply to the **insured** for reimbursement for payments made under **section – Directors and Officers liability** clause 4.1.2 but which do not exceed the **excess**.

18.11 Recoveries

Recoveries (except from insurance, reinsurance, sureties or indemnity), will be allocated in the following order:

18.11.1 first, any costs and expenses reasonably and necessarily incurred in relation to the recovery will be reimbursed;

18.11.2 second, **you** will be reimbursed for any **loss** or costs exceeding the **limit of indemnity** specified in the **schedule**;

18.11.3 third, **we** will be reimbursed for any settlement made; and

18.11.4 lastly, **you** will be reimbursed for **loss** or costs in respect of the **excess** specified in the **schedule**.

18.12 Subrogation

18.12.1 For each and every **claim you** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an **occurrence, loss** or suit that may give rise to a **claim** under this insurance and must assist **us** in all respects in exercising such rights if requested to do so by **us**.

18.12.2 **We** agree not to exercise such rights against any principal, partner, director or **employee** of the **insured** unless the **claim** or **loss** is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of that principal, partner, director or **employee**.

19 General conditions

19.1 Applicable law

The law allows the parties to this contract of insurance to select the law and jurisdiction to be applied to this **policy**. Unless it is agreed otherwise, the law that applies to this contract is the law of that part of the **United Kingdom** where the head office of the **insured** is located.

It is agreed that any legal proceedings between the **insured** and the insurer in connection with this contract will only take place in the courts of that part of the **United Kingdom** where **your** head office is located and are subject to the exclusive jurisdiction of that court.

19.2 Assignment

Assignment of **interest** under this **policy** will not bind the **insurer** unless and until the **insurer's** written consent is endorsed hereon.

19.3 Basis of contract

Any reference to 'basis of the contract' in this **policy** or in the proposal form (if any) is of no effect.

19.4 Cancellation

This **policy** may be cancelled either by **you** or **us**.

19.4.1 Our rights

The **policy** may be cancelled by **us** at any time by giving **you** twenty-one (21) days written notice of cancellation by recorded delivery to **your** last known address. **We** will set out the reason for cancellation in **our** letter.

You shall be entitled to the return of a proportionate part of the premium in respect of the unexpired term of this **policy** provided that there have been:

- a) no **claims** made under the **policy** for which **we** have made a payment;
- b) no **claims** made under the **policy** which are still under consideration;
- c) no incident likely to give rise to a **claim** but is yet to be reported to **us**;

during the current **period of insurance**.

This termination will be without prejudice to **your** or **our** rights or **claims** incurred prior to the expiration of such notice. If a **claim** has been submitted or there has been any incident likely to give rise to a **claim** during the current **period of insurance** no refund for the unexpired portion of the premium will be given.

19.4.2 Your rights

You may cancel this **policy** by giving written notice to **your** broker or to **us** quoting **your policy** number:

- a) within fourteen (14) days from the inception day of the **policy**. **You** have the right to cancel the **policy** free of charge and to receive full refund of premium under this **policy**;
- b) after fourteen (14) days from the inception day of the **policy**. **We** may refund any unearned premium calculated pro-rata to the annual premium;

provided that there have been:

- i) no **claims** made under the **policy** for which **we** have made a payment;
- ii) no **claims** made under the **policy** which are still under consideration;
- iii) no incident likely to give rise to a **claim** but is yet to be reported to **us**;

during the current **period of insurance**.

If **you** cancel this **policy** after fourteen (14) days from the inception day of the **policy**, there will be an additional charge of forty pounds (£40) to cover the administrative cost of providing the insurance.

This termination will be without prejudice to **your** or **our** rights or **claims** incurred prior to the expiration of such notice. If a **claim** has been submitted or there has been any incident likely to give rise to a **claim** during the current **period of insurance** no refund for the unexpired portion of the premium will be given.

19.5 Confirmation of values at risk

You must provide to **us** at the inception of the **policy** and annually thereafter full details of the **declared value** as well as the **wageroll** and **turnover** of the **business**.

19.6 Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the **insured** and both **we** and **you** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party. However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

19.7 Contribution

19.7.1 For **sections - Contents, Buildings, Business Interruption and Terrorism** if at the time of any **damage** or liability arising under this **policy** there shall be any other insurance covering such **damage** or liability or any part thereof **we** shall not be liable for more than its proportional share thereof.

19.7.2 For all **sections** excluding **sections – Contents, Buildings, Business Interruption and Terrorism**, if there is any other valid and collectible insurance that is available to a party able to **claim** under all **sections** excluding **sections – Contents, Buildings, Business Interruption and Terrorism** other than insurance that is specifically stated to be in **excess** of and names **you** for the insurance by such a **policy**, then the insurance afforded by this **policy** will be in **excess** of and will not contribute to such other insurance.

19.8 Difference in conditions

Solely in respect of **section – Professional liability**, any dispute in connection with the terms conditions exclusions or limitations of this **policy** it is specifically understood and agreed that the terms conditions exclusions and limitations of the Approved Wording contained in the Prospectus for Approved Insurers to the **institute** shall take precedence over any terms conditions exclusions or limitations contained herein which are less favourable to **you**.

19.9 Dispute resolution

19.9.1 All **matters** in dispute between **you**, other **insured** parties and **us** arising out of or in connection with this insurance will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed, then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator and the reference, conduct and any settlement of the dispute at mediation will be conducted in confidence.

19.9.2 The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

19.9.3 If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take, the dispute will be referred by either party to courts, subject to the law and jurisdiction set down in the 'Applicable law' clause above.

19.10 Duty of fair presentation

You must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or proposing to vary, this insurance.

19.11 Duty of fair presentation – remedies for breach - proposing for this insurance

If **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation then **our** remedies shall be as follows

a) if such breach is deliberate or reckless, **we** may:

- i) treat this **policy** as having been terminated from its inception; and
 - ii) retain the premium;
- b) if such breach is not deliberate or reckless and **we** would not have entered into this **policy** but for the breach, **we** may by notice to **you** treat this **policy** as having been terminated from its inception in which case **we** shall return the premium; and
- c) in all other cases if, but for the said breach, **we** would have entered into this **policy** but:
 - i) on different terms (other than terms relating to the premium), **we** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or
 - ii) would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a **claim** (and, if applicable, the amount already paid on prior **claims**). In those **circumstances**, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

19.12 Duty of fair presentation - remedies for breach – variation

If **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation in relation to a variation of this **policy**, **our** remedies shall be as follows:

- a) if such breach is deliberate or reckless, **we** may:
 - i) by notice to **you** treat this **policy** as having been terminated from the time when the variation was concluded; and
 - ii) retain the premium;
- b) if such breach is not deliberate or reckless, and **we** would not have entered into the variation but for the breach, **we** may treat this **policy** as if the variation was never made, in which case **we** shall return any additional premium relating to the variation; and
- c) in all other cases if, but for the said breach, **we** would have entered into the variation but:
 - i) on different terms (other than terms relating to the premium), **we** may require that the variation is treated as if it had been entered into on those different terms;
 - ii) would have increased the premium by more than **we** did or at all, **we** may reduce proportionately the amount to be paid on a **claim** arising out of events after the variation. In those **circumstances**, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$; or would not have reduced the premium by as much as **we** did or at all, **we** may reduce proportionately the amount to be paid on a **claim** arising out of events after the variation. In those **circumstances**, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

19.13 Employers' Liability (Compulsory Insurance) Act 1969

The indemnity granted by **section – Employers liability** is deemed to be in accordance with the provisions of the Employers' Liability (Compulsory Insurance) Act 1969 and the Employers Liability (Compulsory Insurance) Regulations 1998 or any subsequent amendment or re-enactment or similar legislation in Northern Ireland, the Isle of Man and the Channel Islands. Where any condition precedent, exclusion, term or condition of this **policy** is deemed prohibited by the act or regulations, then **we** will provide an indemnity to the **employee** under the terms of **section – Employers liability** but **you** will repay to **us** that part of **our** indemnity for which it would not otherwise have been liable under this **policy** by reason of any such breach of condition precedent, term, condition or exclusion.

19.14 Fraudulent claims

19.14.1 If **you** or anyone acting on **your** behalf makes a fraudulent **claim** under this **policy**, **we**:

- a) are not liable to pay the **claim**;
- b) may recover any part of the **claim** already paid from the relevant **insured**; and
- c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the first fraudulent act, in which case **we** are not liable to that **insured** in respect of a relevant event occurring after that time and may retain any premium.

- 19.14.2 These remedies shall not be available against any other entity **insured** under this **policy** that was not implicated in the fraud.

19.15 Late payment of claims

The **insurer** shall, pursuant to section 13A of the Insurance Act 2015, pay any sum due in respect of a valid **claim** within a reasonable time (which includes a reasonable time to investigate and assess the **claim**).

19.16 Material changes during the policy period

- 19.16.1 **You** must notify **us** within thirty (30) days of any material change to the **insured**, **your business** or the risks **insured** if indemnity under this insurance is sought in relation to any such change.
- 19.16.2 **We** shall not indemnify **you** for any liability arising out of a material change for which indemnity would otherwise have been available under this insurance unless **we** have provided valid confirmation of cover, whether by an express term of this **policy**, endorsement, written confirmation or otherwise.

19.17 Minimisation of risk

- 19.17.1 **You** will take all reasonable steps at **your** own expense to prevent an **insured** event arising or continuing.
- 19.17.2 Upon the happening of an **insured** event and at all times thereafter, **you** shall act as a prudent uninsured and take all reasonable measures as are appropriate to avoid or minimise any **claims** which arise or may arise from that **insured** event. Any failure by **you** to take such steps shall reduce or extinguish **our** liability to indemnify **you** under the **policy** to the extent that such failure has increased the **claim** under the **policy**.

19.18 Minimum standards of security

- 19.18.1 It is a condition precedent to **our** liability for **damage** by **theft** or any attempt thereat that the following minimum level of security (or alternative security precautions as agreed in writing by **us** whether following a survey or otherwise) is installed at the **premises** and put into effect whenever the **premises** are left unattended:
- a) the final exit door of the **premises** are to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621. A matching boxed striking plate must also be added.
 - b) all other external doors and all internal doors giving access to any part of the building not occupied by **you** for the purpose of the **business** are to be fitted with either:
 - i) a mortise deadlock which has 5 or more levers or conforms to BS3621 with a matched boxed striking plate as specified above; or
 - ii) two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom.
 - c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks.
 - d) all opening external basement ground floor and other accessible (accessible being a window that can easily be reached such as a window adjacent to a flat roof or fire escape balconies canopies or down pipes) windows, fanlights, roof lights and skylights are to be fitted with key operated window locks. This requirement does not apply to windows protected by solid steel bars weldmesh or expanded metal grilles securely fixed to the brickwork surrounding the window.
 - e) any door or window officially designated a fire exit by a fire authority is excluded from the above requirements. These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times) any additional devices must be approved by the local Fire Prevention Officer.

19.19 Multiple claims

- 19.19.1 All causally connected or interrelated **wrongful acts**, or conduct (as described in item 5 of the 'Claim' definition), jointly constitute a single **wrongful act**, or conduct, under this **policy**, which shall be deemed to have occurred upon the date of the earliest **wrongful act**, or conduct.
- 19.19.2 Where a single **wrongful act**, or conduct, or series of causally connected or interrelated **wrongful acts** or conduct (as in item 5 of the 'Claim' definition), gives rise to more than one **claim**, all such **claims** shall jointly constitute one **claim**, which shall be deemed to have been made at the time the first **claim** was made.
- 19.19.3 Where a single **wrongful act** gives rise to more than one **claim**, all such **claims** shall jointly constitute one **claim** under this **policy** and only one **excess** shall be applicable in respect of such **claim**.

19.20 No set off

Solely in respect of **section** – Professional liability, any amount payable by **us** to indemnify **you** against civil liability to a claimant will be paid only to the claimant, or at the claimant's direction, and **we** are not entitled to set-off against any such amount any payment due to them by any **insured** including, without limitation, any payment of premium or reimbursement to **us**.

19.21 Observance

It is a condition precedent to **our** liability under this **policy** that the terms hereof so far as they relate to anything to be done or complied with by **you** are duly and faithfully observed and fulfilled by **you** and by any other person who may be entitled to be indemnified under this **policy**.

19.22 Premium adjustment

In the event of a notification of a material change of the risk by **you/the insured**, the annual premium for this insurance will be adjusted and re-calculated. In order to do that, the adjusted annual premium based on the material change of the risk, will be compared against the annual premium charged at inception of the **policy** or the most recent annual premium following any previous adjustment. Where the adjustment in annual premium results in:

- a) an additional charge of less than £20.00, a minimum of £20.00 will be charged to **you/the insured**;
- b) a refund of less than £20.00, any such refund will be waived and not processed; and
- c) an additional charge or refund greater than £20.00, this sum will be charged or refunded to **you/the insured** in its entirety via **your/the insured's** intermediary.

Any difference in premium for the unexpired **period of insurance** to be payable or refundable by or to **you/the insured** will be adjusted in accordance to the terms of the **policy**.

19.23 Privacy Notice

Any personal **data** provided to the **insurer** will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found at: <https://qbееurope.com/privacy-policy/>

Alternatively the **insured** may contact the **insurer's** Data Protection Officer to request a copy of the full privacy notice by email: dpo@uk.qbe.com or by writing to the: Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD.

19.24 Records

We may hold **documents** relating to this insurance and any **claims** under it in electronic form and may destroy the originals. An electronic copy of any such **document** will be admissible in evidence to the same extent as, and carry the same weight as, the original.

19.25 Recovery of benefits

In the event that **your** liability in damages is reduced because benefits and/or charges included in the **damages** are to be paid under statute to the Compensation Recovery Unit or its

successor, **your** liability in **damages** for the purposes of this insurance will be deemed to include such benefits and charges.

19.26 Representation

Any person falling within the definition of the **insured** agrees that the first named **insured** is their agent for the purpose of giving and receiving of any notices from **us** or **our** representatives including any notice of cancellation. The payment to the first named **insured** of any return premium that may be payable under this **policy** will satisfy **our** obligations to return premium to **you**.

19.27 Severability

19.27.1 The proposal shall be construed as a separate application for insurance under this **policy** by each **insured**. No statements in the **statement of fact** or knowledge possessed by an **insured** shall be imputed to any other **insured**.

19.27.2 For the purpose of determining the applicability of the exclusions or limitations, the act or knowledge of an **insured** shall not be imputed to any other **insured**.

19.28 Sanction limitation and exclusion

19.28.1 **We** shall not provide cover nor be liable to pay any **claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose **us** or any **member** of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

19.29 Subscribing insurers

The subscribing **insurers'** obligations under this **policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reasons does not satisfy all or part of its obligations.

19.30 Tracing office database

Where **we** provide an indemnity under the Employers' Liability (Compulsory Insurance) Regulations 1998, **we** are required by regulation to maintain a database of all the **companies** and **subsidiary companies** covered by such insurance. **We** support and will add details of all **company** names to the Employers' Liability Tracing Office database.

Accordingly, it is a condition of this insurance that **you** undertake to supply full details (as required by the Employers' Liability Tracing Office) of the **company** and all **subsidiary companies** to **us** at inception of this **policy** and promptly thereafter following acquisition or disposal of any **subsidiary company**.

20 General definitions and interpretation

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, **company**, partnership, or any other legal entity. References to a statute or regulation will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

For **section** – Business Interruption the words and expressions used in **your** books and accounts will have the meaning attached to them herein. Any adjustments implemented in current cost accounting will be disregarded. Further to the extent that **you** are accountable to the tax authorities for value added tax all terms in **section** – Business Interruption will be exclusive of such tax.

20.1 Accident

Accident means a single and unexpected event, which occurs at an identifiable time and place.

20.2 Act of terrorism

20.2.1 For all **territories** other than England, Wales and Scotland

Act of terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a **section** of the public of any nation by any person or group (s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) endangers life other than that of the person committing the action; or
- b) involves violence against one or more persons; or
- c) involves **damage to property**; or
- d) creates a risk to health or safety of the public or a **section** of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

20.2.2 For **section - Terrorism**

Act of 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 His Majesty's government in the **United Kingdom** or any other government de jure or de facto.

20.3 Administrator

Administrator means **your employee** or **your** director or the **trustee** who carries out administrative duties for or on behalf of the **trust scheme**.

20.4 Alternate

Alternate means any individual practitioner or firm declared to and accepted by the **institute** in connection with the arrangements to cover the incapacity or death of a sole practitioner.

20.5 Appointed representative

For **section** – Legal expenses, appointed representative means the **preferred law firm**, law firm, **tax consultancy**, accountant or other suitably qualified person **we** will appoint to act on the **person insured's** behalf.

20.6 Asset and liberty proceeding

Any proceeding brought against any **insured person** by any **official body** seeking:

20.6.1 confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real **property** or personal assets of an **insured person**;

- 20.6.2 a charge over real **property** or personal assets of such **insured person**;
- 20.6.3 a temporary or permanent prohibition on such **insured person** from holding the office of or performing the function of a **director or officer**;
- 20.6.4 a restriction of such **insured person's** liberty to a specified domestic residence or an official detention;
- 20.6.5 deportation of an **insured person** following revocation of otherwise proper, current and valid immigration status for any reason other than such **insured person's** conviction of a crime.

20.7 Bodily injury

- 20.7.1 For all **sections** except **section** - Legal expenses, bodily injury means death and **injury**, illness or disease whether bodily or mental.
- 20.7.2 For **section** - Legal expenses, bodily injury means death or **injury** caused by a specific or sudden **accident**.

20.8 Book debts

Book debts means the total amount of the balances debited to **customers** in **your** accounts after equitable allowances have been made for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **damage**) to **customers'** accounts in the period between the commencement of the **period of insurance** and the date of the **damage**.

20.9 Business

Business means the **business** stated in the **schedule** and the **statement of fact** including:

- 20.9.1 the provision and management of canteen sports social or welfare organisations for the benefit of **employees** and fire security first aid medical and ambulance **services**;
- 20.9.2 private work undertaken with **your** prior consent by **employees** for any director or senior official of the **insured**;
- 20.9.3 the ownership maintenance and repair of such **premises**.

20.10 Business services

Business services means advice given or **services** performed of whatsoever nature by or on behalf of the **insured** whenever or by whomsoever given or performed provided the fees (if any) or other remuneration (if any) in respect of such advice or **services** is taken into account in ascertaining the income of the **firm(s)**.

This definition of **services** shall be deemed to extend to any of the **insured** whilst holding any individual personal appointment where such appointment results from or is directly linked to the **insured's** involvement with the **firm(s)** but as a **director or officer** of a **company** only in relation to **services** as defined.

20.11 Business hours

Business hours means the period during which the **premises** are open for **business** or are otherwise occupied for **business** purposes by **you** or an authorised **employee**.

20.12 Circumstance

Circumstance means:

- 20.12.1 an incident, **occurrence**, dispute, fact, **matter**, act or omission that might give rise to a **claim**;
- 20.12.2 any awareness of the **insured** of a failing or real doubt of the efficacy of their own performance or of the performance of a party for whom and for which they are responsible where such failing might give rise to third party **loss** or **damage**.

20.13 Claim

For **section** – Professional liability and **section** – Cyber liability, claim means:

- 20.13.1 the receipt by **you** of any written or verbal notice of demand for compensation made by a third party against **you**; or
- 20.13.2 any writ, statement of claim, claim form, summons, application or other originating legal or arbitral process whether civil or criminal, cross-claim, counterclaim or third or similar party notice served upon **you**; or
- 20.13.3 any notice of intention, whether orally or in writing, to commence legal proceedings against **you**;
For **section** – Directors and Officers liability, Corporate legal liability and Pension Trustees liability, claim means:
- 20.13.4 any written communication received by an **insured person, company or outside company, trustee** or an **administrator** alleging that the party has committed a **wrongful act** indicating an intention to claim against an **insured person, company or outside company, trustee** or **administrator** or to complain about him in respect of such **wrongful act** to a legal, administrative or regulatory authority; or
- 20.13.5 any written notice served on an **insured person, a trustee** or an **administrator** requiring the **insured person, trustee or administrator** to attend an interview or provide documentation or otherwise co-operate in an administrative or regulatory **investigation**, where the **investigation** directly concerns the conduct of the **insured person** (acting in his capacity as an **insured person**), **trustee** or **administrator** or of the affairs of the **company or outside company**;
- 20.13.6 any **pre-investigation**; or
- 20.13.7 any **extradition proceedings**.
but for **section** – Corporate Legal Liability claim also includes:
- 20.13.8 any **asset and liberty proceeding**.

20.14 Client

Client means a customer to whom **you** provide goods or **services** either under a written contract or for a fee.

20.15 Communicable disease

Communicable disease means any disease which can be transmitted by means of any substance or agent where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other or any variation or mutation thereof, whether deemed living or not;
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten **damage** to human health or human welfare or can cause or threaten **damage** to, deterioration of, **loss** of value of, marketability of or **loss** of use of **property insured**;

regardless of the frequency or severity of an outbreak, or the size of the geographic area in which an outbreak is observed.

20.16 Company

Company means the company stated in the **schedule** and shall include all **subsidiary companies**.

20.17 Computer Equipment

Means all computer hardware including manufacturer installed software.

20.18 Computer fraud

Computer fraud means the fraudulent manipulation of computer hardware or software or **computer system** by a third party (not being an **employee**).

20.19 Computer system

Computer system means any computer, **data** processing equipment, media or part thereof, system of **data** storage and retrieval, communications system, network, protocol or part thereof, storage device, microchip integrated circuit, real-time clock system or similar device, any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode or any electronic **documents** utilised in the ownership, security and management of the **insured's** electronic communication system, world-wide web site, internet site, intranet site, extranet site, or web address.

For **section - Terrorism**:

Computer systems means a computer or other equipment or component or system item which processes stores transmits or receives **data**.

20.20 Computer violation

Computer violation means an unauthorised and malicious entry of **data** into a **computer system**, change to **data** elements or program logic which is kept in machine readable format or introduction of instructions, programmatic or otherwise, which propagate themselves through a **computer system**, where **you** have been specifically and solely targeted.

20.21 Costs and expenses

a) For **section** – Legal Expenses, costs and expenses means:

20.21.2 All reasonable, proportionate and necessary costs chargeable by the **appointed representative** and agreed by **ARAG** in accordance with the **ARAG Standard Terms of Appointment**.

20.21.3 The costs incurred by opponents in civil cases if the **person insured** has been ordered to pay them, or the **person insured** pays them with **ARAG's** agreement

20.22 Corporate body trustee

Corporate body trustee means a **subsidiary company** that acts as a **trustee** for the **trust scheme**.

20.23 Corporate card fraud

Corporate card fraud means the fraudulent use by any third party (not being an **employee**) of any corporate credit, debit or charge card issued to **you** or any **employee** for **business** purposes, provided that **you** have complied fully with the provisions, conditions or other terms under which the card was issued.

20.24 Counterfeit

Counterfeit means an imitation of the original which is intended for fraudulent purposes to cause a reasonable person familiar with the appearance of the original to believe that the imitation is the original.

20.25 Crisis event

20.25.1 Crisis event means any of the following unforeseen events occurring during the **period of insurance** where, in the reasonable opinion of **your** chief executive officer, the event has the potential to make a significant impact on **your** consolidated annual revenues or **you** reputation if left unmanaged:

- a) the sudden, unexpected death or disability of any **director or officer**;
- b) the criminal conviction of any **director or officer**;
- c) **loss** of a major customer, contract or credit facility;
- d) **employee** workplace violence;
- e) the first apparent unauthorized intrusion into **your** computer facilities;
- f) a recall or boycott of any **product**;
- g) a man-made disaster;
- h) any criminal or fraud **investigation**; or

- i) any **claim**.

Crisis event does not include an event that affects **your** industry in general; rather than **your** specific **business**.

20.26 Cyber extortion threat

Cyber extortion threat means threat from a **hacker**:

- a) to **damage**, destroy, alter, corrupt, copy, steal or misuse **information and communication assets** including by introducing a computer virus, worm, logic bomb or trojan horse;
- b) to cause a failure of the security protecting **information and communication assets**;
- c) to attack **information and communication assets** in order to restrict or prevent access to **information and communication assets** by authorised persons or entities;
- d) to divulge **information and communication assets** into the public domain which will cause commercial and financial harm;
- e) to fraudulently use **information and communication assets** to cause a **loss** to either **you** or a third-party.

20.27 Cyber operation

Cyber operation means the use of **computer systems** by, at the direction, or under the control of a sovereign state to disrupt, deny, degrade, manipulate or destroy information in **computer systems** of or in another sovereign state.

20.28 Damage

Damage means:

20.28.1 **loss** of destruction of or damage to tangible **property**; and

20.28.2 in respect of **sections L** **loss** of use of tangible **property** that has been lost destroyed or damaged.

20.29 ARAG

ARAG means ARAG Legal Expenses Insurance Company Limited, whose Head office and registered address is:

Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW Registered in England and Wales, Company Number 103274

Website: www.arag.co.uk

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority

20.30 ARAG Standard Terms of Appointment

For **section** – Legal expenses, ARAG Standard Terms of Appointment means, the terms and conditions (including the amount **ARAG** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on **your** behalf the amount **ARAG** will pay is currently £100 per hour. This amount may vary from time to time.

20.31 Data

Data means information contained in an account, **document**, manuscript, microfilm, tape or in a **computer system**.

For **section** - Terrorism:

Data means data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, **documents**, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

20.32 Date of occurrence

For **section** – Legal expenses, date of occurrence means:

- 20.32.1 for civil cases (other than under 20.32.3-20.32.5 below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or a **person insured** first became aware of it);
- 20.32.2 for criminal cases, the date the **person insured** began, or is alleged to have begun, to break the law;
- 20.32.3 for insured incident – ‘Statutory licence appeal’, the date when **you** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **your** licence or British Standard Certificate of Registration.
- 20.32.4 for insured incident – ‘Tax protection’, the date when HM Revenue & Customs, or the relevant authority, first notifies **you** of its intention to carry out an enquiry. For **VAT** or **employer compliance disputes**, the date the dispute arises during the **period of insurance** following the issue of an assessment, written decision or notice of a civil penalty;

20.33 Defence cost(s)

Defence cost(s) means for all **sections** except **section** – Legal Expenses:

- 20.33.1 all legal costs, charges, fees, expenses including witness costs and advances in respect of the same (other than **your** or the **insured person’s** salaries, commissions, expenses or other benefits);
- 20.33.2 reasonable fees, costs and expenses of accredited experts retained through defence counsel to prepare an evaluation, report, assessment, diagnosis or rebuttal of evidence in connection with the defence of a covered **claim**; or
- 20.33.3 and any premiums paid for insurance instruments or for bonds which are required in order to defend proceedings, **institute** an appeal or be released on bail but without any obligation to furnish or procure such insurance instruments or bonds;
- 20.33.4 **pre-investigation costs**;
- 20.33.5 **investigation** costs;
incurred with **our** prior written and **our** continuing consent (such consent not to be unreasonably withheld or unreasonably delayed or unreasonably withdrawn) in the **investigation**, defence or settlement of any **claim** and/or **circumstance(s)**.

20.34 Denial of service attack

Denial of service attack means any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability or performance of networks, network **services**, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of **excess** traffic into network addresses, the exploitation of system or network weaknesses, the generation of **excess** or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

20.35 Director or officer

Director or officer means any director or officer, management committee **member** or **member** of the board of **managers** of a **company**.

20.36 Discover, discovered or discovery

Discover, discovered or discovery means where any **insured** or any of the directors, partners, officers, **trustees** or equivalent of any **insured** becomes aware of any act or acts which could reasonably be anticipated to give rise to a **loss** covered by this **policy**, even though the exact amount or details of such **loss** are not known at that time. Such discovery shall constitute knowledge possessed or discovery made by every **insured**. In the case of a number of acts,

loss shall be deemed to have been discovered on the date of the first discovery of any such acts.

20.37 Documents

Documents means deeds, wills, written agreements, maps, **plans**, books, letters, **policies**, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method, including computer records and **electronic data** material, but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.

20.38 Electronic Data

Means facts, concepts and information converted to a form usable for communication, display, distribution, interpretation or processing by electronic and electromechanical processing or electronically controlled equipment, including programmes, software and other coded instructions for such equipment.

20.39 Eligible insured sections

Eligible insured sections means any **sections** shown as operative on the **schedule** providing direct insurance cover for the risk of fire and/or explosion (either alone or with other perils) for any of the following heads of cover:

- a) buildings and completed structures;
- b) other **property** (including contents, engineering, contractors and computers)
- c) **business** interruption; or
- d) book debts,

provided always that each eligible insured section shall be deemed to be a separate eligible insured section whether the item **insured** is **insured** under separate **policies**, under separate terms of a **policy** or under separate **sections** of combined or package **policies**.

20.40 Employee

20.40.1 For **sections** – Professional liability, Directors' and Officers' liability, Corporate legal liability and Cyber liability employee means any person including trainees and apprentices acting under a contract of service with **you** in respect of the conduct of **business services**.

20.40.2 For **section** - Crime employee shall means:

a natural person, other than a director or partner, who acts under a contract of service with **you**, is paid by wages, salary or commission and whom **you** have the right to govern and direct in the performance of such service and shall include:

- a) **your** directors, **members** of the board of directors, board of **trustees** or equivalent management board while performing acts within the usual scope of an employee;
- b) any former employee for the first sixty (60) days following termination of service;
- c) any person performing the duties of an employee on a temporary or part time basis;
- d) any student, secondee or volunteer gaining work experience or performing the duties of an employee under **your** supervision;
- e) any **trustee**, fiduciary, **administrator**, employee or officer of any **employee plan**; and
- f) any person or employee of any entity to whom **you outsource** any administrative service during the ordinary course of **business**;
- g) any employee falling under the definition of employee in this sub-clause who **you** are unable to name, but who have caused a **loss** under this **policy**, provided that the evidence proves beyond reasonable doubt that the **loss** was caused by such employee;
- h) any solicitor, other than a sole practitioner, retained by **you**, or any employee of the solicitor, whilst providing **services** for **you**;

Notwithstanding the aforementioned above, employee shall not mean any person who works for or acts on behalf of any external auditor, external accountant, broker, investment **manager**, investment adviser or any financial agent or financial representative or the like.

20.40.3 For **section** – Pension Trustees liability employee shall means:

any natural person employed under a contract of service or apprenticeship with **you** or the **trust scheme** during or prior to the commencement of the **period of insurance**.

20.40.4 For **sections** – Employers liability and **section** – Public and Products liability employee shall mean:

- a) any person under a contract of service or apprenticeship with **you**;
 - b) any person who is hired to or borrowed by **you**;
 - c) any person engaged in connection with a work experience or training scheme;
 - d) any labour master or person supplied by him;
 - e) any person engaged by labour only sub-contractors;
 - f) any self-employed person working on a labour only basis under **your** control or supervision;
 - g) any voluntary helper;
- while working for **you** in connection with the **business**.

20.41 Employee plan

Employee plan shall mean any pension, **employee** benefit, share save or share option **plan** or charitable **fund** or foundation established, maintained and controlled by the **insured** for the benefit of the past, present and future **employees** of the **insured** or their respective beneficiaries.

20.42 Employer compliance dispute

For **section** – Legal expenses, employer compliance dispute means a dispute with HM Revenue & Customs concerning **your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

20.43 Employment practice

Employment practice means:

- 20.43.1 discrimination with respect to the terms or conditions of employment on the basis of an individual's race, colour, religion, age, sex, national origin, disability, pregnancy, sexual orientation or preference or other status protected under applicable law; or
- 20.43.2 sexual harassment, including unwelcome sexual advances, requests for sexual favours, and any unwelcome verbal, visual or physical contact of a sexual nature which:
 - a) is explicitly or implicitly made a term or condition of employment; and
 - b) creates a hostile or offensive working environment; and
 - c) when rejected or opposed by a person becomes a basis for decisions regarding that person's employment; or
- 20.43.3 defamation relating to a person's job skill, job performance, qualifications for employment, professional reputation, disciplinary history, or termination of employment; or
- 20.43.4 unfair or wrongful termination of employment or refusal to hire; or
- 20.43.5 adverse change in the terms and conditions of a person's employment in retaliation for that person's exercise of his or her rights under law, or support of the rights of another.

20.44 Essential service

Essential service means a service that is essential for the maintenance of vital functions of a sovereign state including but not limited to financial institutions and associated financial market infrastructure, health services or utility services.

20.45 Excess

The **limit of indemnity** is additional to the excess and excess means the first amount specified in the **schedule** payable by **you** in respect of each and every **claim, series of claims** or **circumstance** as ascertained after the application of all other terms and conditions of this insurance. The **excess** will be applied to **defence costs**, fees and expenses (unless expressly stated otherwise in the **schedule**).

20.46 Extended reporting period

- 20.46.1 For **section** – Directors and Officers liability extended reporting period means a period immediately following expiry of the **period of insurance** in which notice may be given to **us** of a **claim** first made during such period in respect of **wrongful acts** or conduct (as described in item 5 within the ‘Claim’ definition) which occurred prior to the expiry of the **period of insurance**.
- 20.46.2 For **section** – Crime extended reporting period means the period noted in the **schedule** following the expiry of the **period of insurance** during which **you** may continue to notify **claims** and **discovery of loss** but only in relation to **loss** occurring prior to the expiry of the **period of insurance** and only if the **policy** for is not replaced by a similar **policy** issued by the insurer or by another **company**. Any **claim** made or **loss discovered** during the extended reporting period shall be deemed to have been made or **discovered** during the immediately preceding **period of insurance**.
- 20.46.3 For **section** – Corporate Legal Liability extended reporting period means where **you** or any of **your** directors, partners, officers, **trustees** or equivalent becomes aware of any act(s), error or omission which occurred prior to the expiry of the **period of insurance** which could reasonably be anticipated to give rise to a **loss**, even though the exact amount or details of such **loss** are not known at that time. Such **discovery** shall constitute knowledge possessed or **discovery** made by every party **insured** by this **policy**. In the case of a number of acts, **loss** shall be deemed to have been **discovered** on the date of the first **discovery** of any such acts.

20.47 Firm(s)

Firm(s) means the firm(s) or **company(ies)** or limited liability partnership(s) named as the **insured** in the **schedule** and/or the predecessors in **business** as disclosed on the **statement of fact**.

20.48 Forgery

Forgery means the signing by hand of another natural person’s name or the alteration or **counterfeit** reproduction of the original of any cheque, draft, promissory note or similar written promise order other than that required in connection with any credit, debit or charge card with the intent to deceive in consequence of which **money, funds** or goods have been transferred. It shall not mean the signing of one’s own name with or without authority in any capacity for any purpose. Mechanically or electronically produced or reproduced signatures shall be treated as hand written signatures.

20.49 Funds

Funds shall mean funds held in an account maintained at a financial institution.

20.50 Funds transfer fraud

Funds transfer fraud means fraudulent alteration of written, electronic, telegraphic, cable, teletype or telephone instructions to the financial institution by a third party (not being an **employee**).

20.51 Glass

Glass shall mean:

- 20.51.1 fixed glass in windows doors and fanlights;
- 20.51.2 glass showcases shelves tops and mirrors;
- 20.51.3 sanitary fixtures and fittings.

20.52 Gross revenue

Gross revenue means the **money** paid or payable to **you** for work done and for **services** rendered in course of the **business** at the **premises**.

20.53 Hacker

Hacker means anyone who specifically and maliciously targets **you** and gains unauthorised access to **your computer systems** solely by circumventing electronically the security system in place to protect against such unauthorised access to the **computer systems**.

Hacker does not include any principal, director or partner of **yours**.

20.54 Hacking

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

For **section** – Terrorism

Hacking means unauthorised access to any **computer system**, whether the **property** of the **insured** or not.

20.55 Impacted state

Impacted state means a sovereign state where a **cyber operation** has had a major detrimental impact on:

20.55.1 the functioning of that sovereign state due to disruption to the availability, integrity or delivery of an **essential service** in that sovereign state; and/or

20.55.2 the security or defense of that sovereign state.

20.56 Increased cost of working

Increased cost of working means the additional costs incurred after **damage** to limit any reduction in **turnover** or revenue, and to maintain normal **business** operations.

20.57 Indemnity period

Indemnity period means the period beginning with the happening of the **damage** and ending not later than the number of months shown in the **schedule** during which the results of the **business** are affected as a result of the **damage**.

20.58 Independent lawyer

Independent lawyer means:

20.58.1 where the **claim** is in England, a King's Counsel agreed upon by both **you** and **us** or failing such agreement to be nominated by the chairman for the time being of the Bar Council of England and Wales; or

20.58.2 where the **claim** is in another jurisdiction, a lawyer of more than ten (10) years experience agreed upon by both **you** and **us** or failing such agreement to be nominated by the chairman of the local law society.

20.59 Information and communication assets

Information and communication assets means **your** computer and telecommunication system software and hardware, including but not limited to **your** email system, encrypted electronic signature, encrypted electronic certificate, website, intranet, network, internet-connected telephone system, firmware, program or any **data** held electronically.

20.60 Injury

Injury means a specific injury which is sustained by the **insured person** during the **period of insurance**, is caused by an **accident**, and within twelve (12) months of the **accident**, solely and independently of any other cause, brings about death or disablement of the **insured person**.

20.61 Institute

Institute means the Institute of Chartered Accountants in England and Wales or the Institute of Accountants of Scotland as appropriate to the **firm(s) business services**.

20.62 Insured/you/your

Insured/you/your means

- 20.62.1 the person(s) or **company** named in the **schedule**; or
- 20.62.2 an **insured person**; or
- 20.62.3 your practice including their predecessors and any other practices but excluding all those practices, predecessors or other practices that are not disclosed to **us** in the **statement of fact**; or
- 20.62.4 the partners, directors or **members** of the practice during the **period of insurance**; or
- 20.62.5 former partners, former directors or former **members** of the practice; or
- 20.62.6 any retired partner, director or **member** of the practice remaining as a consultant to the practice; or
- 20.62.7 the estate, heirs and executors or legal and personal representatives of those parties mentioned above in the event of their death, incapacity, insolvency or bankruptcy, for legal liabilities incurred due to any **wrongful act**, error or omission of such deceased, incompetent or bankrupt person.
- 20.62.8 a **trustee, administrator** or **trust scheme**;
- 20.62.9 the lawful spouse of any natural **person insured** provided that the **claim** against such spouse is to enforce a judgment against such natural **person insured** for a **claim** otherwise covered by this **policy**.
Solely in respect of **section – Professional Liability** the following shall apply:
- 20.62.10 those persons named in the **statement of fact** as partners or directors or **members** of the **firm** (or named as the principal where the **firm(s)** is a sole practitioner and any other person(s) who may from time to time during the **period of insurance** become a partner or director or **member** in the **firm(s)**;
- 20.62.11 any former partner or director or **member** of the **firm(s)** including any such former partner or director or **member** whilst acting as a consultant to the **firm(s)**;
- 20.62.12 any person(s) who is or has been under a contract of service with the **firm(s)**;
- 20.62.13 any person who is or has been under a contract for **services** with a **member** save that such person shall only be an insured for the purpose of this **policy** if and insofar as any **claim** or **claims** arise out of **business services** carried on by such person for or on behalf of the **firm(s)** named in the **schedule**;
- 20.62.14 the estate, heirs and executors and/or legal/personal representatives of those parties mentioned in above in the event of their death, incapacity, insolvency or bankruptcy for legal liabilities incurred due to any act, error or omission of such deceased, incompetent or bankrupt person;
- 20.62.15 any **company/limited liability partnership** named as the insured in the **schedule**;
- 20.62.16 any person(s) who has been named as a sub-contractor(s) in the **statement of fact** and/or any other person(s) who has been named and accepted as a sub-contractor(s) under any preceding insurance which provided substantially similar cover to that provided by this **policy** but indemnity shall only apply in respect of **business services** carried out for and on behalf of the **firm(s)**;
- 20.62.17 any person(s) who has been declared to and accepted by the **institute** as an **alternate**;
- 20.62.18 any of the insured whilst holding any individual personal appointment where such appointment results from or is directly linked to the insured's involvement with the **firm(s)** but as a **director or officer** of a **company** only in relation to **services** as defined.

20.63 Insurer/we/our/us

Insurer/we/our/us means:

- 20.63.1 QBE UK Limited (registered in England number 01761561; Home State - **United Kingdom**. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 202842) for all **sections** except Section – Legal expenses where it means **ARAG**.

20.64 Insured entity

Insured entity means any **company** or **plan**

20.65 Insured person

- 20.65.1 For **section** – Directors and Officers liability insured person means:
- a) any natural person who is, was or during the **period of insurance** becomes a **director or officer** including any **non-executive director**;
 - b) the **director's or officer's** estate, heirs, legal representatives or assigns, in the event of his death or incompetence or bankruptcy, but only for a **wrongful act** or conduct performed by that **director or officer** in their capacity as such;
 - c) the lawful spouse or domestic partner of any **director or officer** provided that the **claim** is to enforce a judgment against that **director or officer** for a **wrongful act** or conduct performed in their capacity as such;
 - d) any **employee** of the **company** not appointed by a receiver, administrative receiver, liquidator or **administrator** to the **company**
 - i) whilst acting in a managerial or supervisory capacity;
 - ii) named as a co-defendant with a **director or officer** of a **company** in a **claim** in which the **employee** is alleged to have participated or assisted in the commission of a **wrongful act**;
 - e) any natural person acting as a shadow director of the **company** as defined in Section 741 of the Companies Act 1985 or the equivalent in another jurisdiction.
- 20.65.2 For **section** – Crime insured person means:
- a) **you** or any of **your** principals, directors, partner or **employees**; or
 - b) any person acting on **your** behalf other than an **employee** of a security **company** or organisation not being over seventy (70) years of age nor being under sixteen (16) years of age;
- 20.65.3 For **section** – Corporate Legal Liability insured person means a **manager** or a **pension trustee**.
- 20.65.4 For **section** – Contents insured person means the individual or group (category of person) to whom **injury** must occur before **we** are liable to make any payment of benefit;

20.66 Interest

Interest means simple interest on the principal amount of any **loss** calculated at the London InterBank Offered Rate as published in The Financial Times on the date of **discovery** of the **loss**. Interest is deemed to be direct financial **loss**.

20.67 Investment Business Regulations

Investment business regulations means the regulations for the time being in force issued by the **institute** relating to **business** within the scope of the:

- 20.67.1 Financial Services and Markets Act 2000; or
- 20.67.2 rules and requirements of their designated professional body (DPB) in respect of exempt professional **firms** that carry on exempt regulated activities in addition to their **business services**.

20.68 Investigation

Investigation means any hearing, examination or inquiry by an **official body** into **your** affairs or outside entity, or an **insured person** of such entity, once an **insured person** receives written documentation during the **period of insurance**:

- a) requiring them to attend before or produce **documents** to the **official body**; or

- b) identifying them as a target in writing by an investigating **official body** as a target of the hearing, examination or inquiry.

An investigation shall be deemed to be first made when the **insured person** is first so required or so identified.

20.69 Legal expenses costs

For **section** – Legal expenses, legal expenses costs means;

- a) all reasonable and necessary costs chargeable by the **appointed representative** and agreed by **ARAG** in accordance with the **ARAG Standard Terms of Appointment**; and
- b) the costs incurred by opponents in civil cases if the **person insured** has been ordered to pay them, or the **person insured** pays them with **ARAG** agreement.

20.70 Limit of indemnity

For **sections** – **Professional liability, Directors and Officers liability, Corporate Legal liability** and **Cyber liability**

20.70.1 Limit of indemnity means the amount specified in the **schedule**, which shall be the maximum amount payable by the **insurer** in respect of any one **claim**:

- a) regardless of the number of **insured** parties, persons or organisations bringing **claims** or **series of claims** against the **insured**; and
- b) regardless of the number of **claims** or **wrongful acts** made by the **insured**.

For section – Crime

20.70.2 Limit of indemnity means the amount specified in the **schedule**, which shall be the maximum amount payable by the **insurer** in respect of any one **loss** regardless of the number of **insured** parties, persons or organisations bringing **claims** against the **insured**.

For sections – Employers' liability and Public and Products liability

20.70.3 Limit of indemnity means the amount stated in the **schedule** which is the maximum amount of the **insurer's** liability for any one (1) **occurrence** regardless of the number of:

- a) **other insured parties**;
- b) persons or organisations bringing **claims** or suits; or
- c) claims against the **insured** or series of claims against the **insured** or claims or series of claims made by the **insured**.

20.70.4 **Defence costs** will form part of or be paid in addition to the limit of indemnity as stated in each **section**.

20.70.5 Where a limit of indemnity is stated as in the aggregate, that aggregate is the maximum the insurer will pay for all **insured** events during the **period of insurance**.

20.70.6 Where a **claim** or **series of claims** can be brought under more than one (1) **section** of this **policy**, **you** are free to choose the **section** that will apply, but only one (1) **section**, and the applicable limit of indemnity of that **section** shall be the maximum amount payable by **us** under this **policy**.

20.70.7 Any sub-limit of indemnity stated applies as if it was the limit of indemnity for the **claims** specified for that sub-limit of indemnity and is deemed to be part of and not in addition to the limit of indemnity specified in the **schedule**.

20.70.8 The limit of indemnity will not be increased by purchase of an **extended reporting period**.

20.71 Loss

20.71.1 For **section** – **Crime** loss means **your** direct financial loss and includes **your** legal liability to a **client** covered under the 'Theft of client's money, security, funds or property' clause.

20.71.2 But under **section** – **Crime** loss shall not include salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other **employee** benefits paid or payable by **you** or any **employee plan** where earned in the normal course of employment.

- 20.71.3 For **section** – Corporate Legal Liability loss means any amount which **you** are legally liable to pay resulting from a **claim** including **defence costs, pre-investigation costs, investigation costs, awards of damages** (including punitive and exemplary **damages**), awards of costs or settlements (including claimant's legal costs and expenses), pre- and post- judgment **interest** on a covered judgment or award, and the multiplied portion of multiple **damages**. Enforceability of this paragraph for punitive, exemplary and multiple **damages** shall be governed by such applicable law that most favours coverage for such **damages**. Loss includes any amount covered under any extension cause above or given by endorsement.
- 20.71.4 But under **section** – Corporate Legal Liability loss shall not include:
- a) any fines and penalties except to the extent covered under the 'Civil fines and penalties' clause;
 - b) taxes;
 - c) remuneration, cost of the time of any **insured person**, or costs or overheads of any **insured entity** except to the extent covered under the 'Court attendance' clause.
 - d) amounts which are uninsurable under the applicable law of the **claim**; or
 - e) any sum payable pursuant to a financial support direction or contribution notice issued by the UK Pensions Regulator;
 - f) with respect to any **claim** in connection with **employment practices liability** only, loss shall not include:
 - g) compensation payable in respect of contractual or statutory notice periods;
 - i) **employment-related benefits**;
 - ii) any liability or costs incurred by any **insured** to modify any building or **property** in order to make the building or **property** more accessible or accommodating to a disabled person;
 - iii) any liability or costs incurred in connection with any educational, sensitivity or other corporate programme, **policy** or seminar relating to an **employment practice claim** or the costs of reinstatement of any **employee**.

20.72 Matter

Matter means any **data**, text, sounds, images or similar content disseminated, including but not limited to the content of the **insured's** email, intranet, extranet, website, bulletin board, chat room or other on-line discussion or information forum, and the marketing and advertising of the **insured's business services**. Matter will include any alteration or addition made by a **hacker**.

20.73 Multimedia activities

Multimedia activities means the publishing, dissemination, releasing, gathering, transmission, production, webcasting or other distribution of **matter**.

20.74 Manager

- 20.74.1 Any natural person who was, is or during the **period of insurance** becomes:
- a) a **director or officer** of any **company**, but not an external auditor or insolvency office-holder of any **company**;
 - b) an **employee** of any **company**;
 - c) a shadow director;
 - d) a de facto director; or
 - e) an **outside** company director;
- but only when and to the extent that such manager is acting for and on behalf of the **company** in any of the capacities referred to in a) to e) above.
- 20.74.2 manager is extended to include:
- a) the spouse or domestic partner (including same sex relationship civil partnerships, if applicable); and

b) the **administrator**, heirs, legal representatives, or executor of a deceased, incompetent insolvent or bankrupt estate;

of the manager referred to in a) to e) above with respect to the acts, errors or omissions of such manager.

20.75 Member

Member mean any member of a limited liability partnership including without limitation a designated member save that such member shall only be an **insured** for the purposes of this insurance if and insofar as any **claim(s)** arise out of **business services** carried on by the member for or on behalf of the **firm(s)** named in the **schedule**.

20.76 Money

20.76.1 For **section** - Contents money means:

both **negotiable money** and **non-negotiable money**.

20.76.2 For **section** - Crime money means:

paper currency, coin, bank notes, bullion, cheques, travellers' cheques, registered cheques, postal orders and money orders. Money shall not include **funds**.

20.77 Negotiable money

Negotiable money means cash, bank and currency notes, cheques, postal orders, **money** orders, crossed bankers drafts, current postage stamps, savings stamps and certificates National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, credit card **company** sales vouchers, credit card counterfoils travellers tickets, phonecards (excluding phonecards held in stock for resale), VAT purchase receipts, contents of franking machines and insofar as they are not otherwise **insured** holiday-with-pay stamps and luncheon vouchers.

20.78 Non-negotiable money

Non-negotiable money means crossed warrants, crossed cheques, crossed giro drafts, crossed postal and **money** orders, crossed bankers' drafts, crossed National Girobank cash cheques, premium bonds, savings bonds, stamped National Insurance cards , National Savings Certificates, VAT purchase invoices, and credit card sales vouchers all belonging to **you** or for which **you** have accepted responsibility.

20.79 Non-executive director

Non-executive director means any natural person who serves as a non-executive **director or officer**.

20.80 North America

North America means the United States of America or its **territories** or possessions or Canada.

20.81 Notifiable disease

Notifiable disease means any diseases sustained by a person notifiable under the Health Protection (Notification) Regulations 2010, but excluding:

- a) Avian Influenza and/or Influenza A (H5N1);
- b) Swine Influenza and/or Influenza A (H1N1);
- c) Severe Acute Respiratory Syndrome (SARS);
- d) any coronavirus (or similar or equivalent virus in the future),
- e) any mutation or variation of d) above;
- f) any coronavirus disease (or similar or equivalent disease in the future);
- g) any epidemic or pandemic which poses a threat to human health or human welfare whether officially declared an epidemic or pandemic or not; or
- h) any fear or threat of a) to g) above.

20.82 Nuclear hazards

Nuclear hazards means:

- 20.82.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 20.82.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

20.83 Nuclear Installation

Nuclear Installation means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

- 20.83.1 the production or use of atomic energy;
- 20.83.2 the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- 20.83.3 the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive **matter**, being **matter** which has been produced or irradiated in the course of the production or use of nuclear fuel.

20.84 Nuclear Reactor

Nuclear reactor means any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

20.85 Occurrence

In respect of **section** Terrorism, occurrence means a single **loss** or series of **losses** arising out of and directly occasioned by a single event or a single original cause. However, the duration and extent of any single occurrence shall be limited to all individual **losses** arising in respect of a continuous period of seventy two (72) hours of which the proximate cause is the same **act of terrorism**.

You may choose the date and time when any such period of seventy two (72) hours shall commence provided that no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual **loss** to **you** as a result of the **act of terrorism**.

Should any such seventy two (72) consecutive hour period extend beyond the expiry or cancellation date, **we** shall be liable as if such period had fallen entirely within the **period of insurance** of the **policy**.

20.86 Official body

Any regulator, disciplinary body, criminal authority, government body, government agency, official trade body, or any other body that is empowered by statute to investigate **your** affairs.

20.87 Offshore

Offshore means from the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

20.88 Outside company

Any **company** or non-profit entity to which the **director or officer** was or is appointed as a **director or officer** at the request, order or direction of the **company** provided that such outside company is not:

- a) a subsidiary;
- b) incorporated or domiciled in the **North America**;

- c) or has its securities listed on a security exchange or market within **North America**.
- d) is a bank, clearing house, credit institution, undertaking for collective investment in securities, investment **firm**, investment advisor/**manager**, investment **fund** or mutual **fund**, private equity or venture capital **company**, stock brokerage **firm**, insurance **company** or similar entity.

20.89 Outsource

- 20.89.1 Outsource shall mean **your** retention and authorisation of a person or an organisation to perform a normal administrative service on **your** behalf, provided that:
- a) such service is performed under a written contract; and
 - b) **you** retain the right to audit the performance of such service; and
 - c) **you** can demonstrate that they have vetted the person or organisation for competency financial stability and honesty prior to **your** retention and authorisation of such person organisation to perform such service.

20.90 Parent

Parent means a **company** which by itself, or in concert with other **companies** with the same majority ownership or control as itself:

- 20.90.1 controls the composition of the board of directors, of the **insured**; or
- 20.90.2 controls more than half the voting power of the **insured**; or
- 20.90.3 holds more than half of the issued share capital of the **insured**.

20.91 Pension trustee

- 20.91.1 any natural person who was, now is or shall be:
- a) a pension trustee or **administrator** of the **plan** or constructive **trustee** of the **plan**;
 - b) a **director or officer** or **employee** of a **company**, **plan** or corporate pension **trustee company** established to act as a pension trustee of the **plan**, but not an external auditor or insolvency office-holder;
- but solely while acting in the capacity as a pension trustee or **administrator** of any **plan**.
- 20.91.2 any corporate pension **trustee company** established to act as a pension trustee or **administrator** of the **plan**;
- 20.91.3 any natural person who was, is or during the **period of insurance** becomes responsible for internal dispute resolution procedures of a **plan** as defined in section 50 of the Pensions Act 1995.

20.92 Period of insurance

Period of insurance means the period shown as such on the **schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

20.93 Person insured

For **section** – Legal expenses, person insured means **you** and the directors, partners, **managers**, **employees** and any other individuals declared to **ARAG** by **you**.

20.94 Phishing

Phishing means any access or attempted access to **data** or information made by means of misrepresentation or deception.

20.95 Plan

- 20.95.1 any past, present or future **employee** benefit or welfare benefit plan; or
- 20.95.2 any past or present pension plan; established, administered or sponsored by **you** for the sole benefit of **your employees**;
- 20.95.3 any pension, **employee** benefit or welfare benefit plan merged, transferred or terminated prior to or during the **period of insurance**;

20.95.4 any pension, **employee** benefit or welfare benefit plan created or acquired by **you** during the **period of insurance**.

20.96 Policy

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule**.

20.97 Pollutant

Pollutant means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance or contaminant including, but not limited to, asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed. Legionella bacteria are deemed not to be a pollutant for the purpose of this insurance.

20.98 Pollution

Pollution means:

20.98.1 the actual alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;

20.98.2 any cost, expense, **claim** or suit arising out of any request demand or order as a result of actual alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that **you** or any other **insured** party test for monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of **pollutants**.

20.99 Preferred law firm

For **section** – Legal expenses, preferred law firm means a law firm, barrister or tax expert **ARAG** chooses to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **person insured's** claim and must comply with **ARAG's** agreed service standard levels, which **ARAG** audit regularly. They are appointed according to the **ARAG Standard Terms of Appointment**.

20.100 Premises

Premises means the buildings and land shown in the **schedule** being occupied by **you** for the purpose of the **business**.

20.101 Pre-investigation

Pre-investigation means:

20.101.1 a raid or on-site visit to any **company** by an **official body**, first occurring during the **period of insurance**, that involves the production, review, copying or confiscation of records, or the interview of any **insured person**; or

20.101.2 an internal enquiry by the **company** into the affairs of the **company** or an **insured person** requested by a regulator or **official body** (except for **employment practices** related bodies), following a formal written notification by the **company** informing the regulator of an actual or potential material breach of an **insured's** legal or regulatory duties, in which an **insured person** in his capacity as such is requested in writing to participate;

20.101.3 but pre-investigation shall not include any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, including any request for mandatory information from a regulated entity, conducted in a **company's** and/or regulator's normal review or compliance process.

20.102 Pre-Investigation costs

Pre-investigation costs means the reasonable legal fees, costs and expenses of each **insured person** (but not including any remuneration of any **insured person** or **employee** of the **company**) incurred directly with respect to preparing any written notice or reports to any **official body** in connection with any **pre-investigation**, up to the sub-limit of indemnity specified in the **schedule**. These will be part of, and not in addition to, the **limit of indemnity**.

20.103 Product

Product means any **property** including packaging, containers, labels and instructions for use after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced altered, or repaired by or on **your** behalf.

20.104 Property

For **section** – Terrorism, Property means all property whatsoever, but excluding:

- a) Any land or building which is wholly or partially occupied as a private residence, unless:
 - i) **insured** under the same contract of direct insurance as the remainder of the building which is not a private residence;
 - ii) not **insured** in the name of an individual; or
 - iii) **insured** in the name of an individual, and the commercial element of the building occupies more than twenty percent (20%) of the building.

For the purpose of this clause, a **trustee**, beneficiary, executor of a will or sole trader is not deemed to be an individual unless they occupy the **premises** or any part thereof as their own private residence.

- b) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**.

For the purposes of clause 13.2.1, property shall exclude:

- c) any **money**, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
- d) any **data**.

For **section** - Crime, property means property but excluding **money**, **tangible securities** or **funds**.

20.105 Property damage

Property damage means physical **loss**, destruction or **damage** of tangible **property** including the **loss** of use thereof.

20.106 Property Insured

Tangible **property** described in the **schedule** to this **policy** that includes a specific **sum insured** against each or all of them and which is more specifically defined therein.

20.107 Public authority

Public Authority means any national, regional, local or municipal government or any national or international organisation with the responsibility to promote and protect public health.

20.108 Public relations consultants

Public relations consultants approved by **us** but retained by **you**.

20.109 Public relations services

Services provided by the **public relations consultants** directly to mitigate the adverse effect or potential adverse effect on an **insured person's** reputation.

20.110 Ransom

Ransom means any **money**, **products**, goods, **services** or **property** of the **insured**.

20.111 Reasonable prospects

For **section** – Legal Expenses, reasonable prospects means:

- 20.111.1 For civil cases, that the prospects the **person insured** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **ARAG**

have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. **ARAG** or a **preferred law firm** or tax consultancy on their behalf, will assess whether there are **reasonable prospects**.

20.111.2 For criminal cases there is no requirement for there to be prospects of a successful outcome

20.111.3 For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

20.112 Retroactive date

Retroactive date means the date (if any) stated in the **schedule**

20.112.1 Unlimited retroactive cover – where no retroactive date is specified in the **schedule**, coverage under this **policy** shall be in respect of acts, errors or omissions committed or alleged to have been committed irrespective of when such acts, errors or omissions were committed or alleged to have been committed;

20.112.2 Limited retroactive cover – where a retroactive date is specified in the **schedule**, then coverage under this **policy** shall only be in respect of acts, errors or omissions first committed or alleged to have been first committed after the retroactive date.

20.113 Robbery

Robbery means the unlawful taking by a third party (not being an **employee**) from the custody of an **employee**, or any other person authorised by **you**, by violence or threat of violence, in the presence of such person.

20.114 Safe burglary

Safe burglary means the unlawful forcible or violent entry by a third party (not being an **employee**) as shown by visible marks on a locked safe or vault situate on the **insured's premises**.

20.115 Schedule

Schedule means the document titled schedule that includes **your** name and address of, the premium and other variables to this **policy** (including endorsement clauses) and is incorporated in this **policy** that **you** have accepted. Schedules may be re-issued from time to time where each successor overrides the earlier document.

20.116 Section

Section means all or any individual sections of this **policy** that forms part of the insurance contract but only if stated as 'operative' in the **schedule**.

20.117 Series of claims

Series of claims means all **claims**, **loss**, liability, expenses, and costs resulting from:

20.117.1 one and the same act error or omission; or

20.117.2 a series of acts, errors or omissions arising out of or attributable to the same originating cause, source or event; or

20.117.3 the acts, errors or omissions of one person or persons acting together or in which such person or persons is/are concerned or implicated;
shall jointly constitute one **claim** under this insurance, and only one **excess** shall be applicable in respect of such **claim**.

20.118 Services

Services means services performed whilst holding the appointment of **director or officer** of a **company** as referred to in the definition of **business services** shall mean all services performed or advice given by **you** in connection with tax **matters**, secretarial work, share registration, financial advice to management, book-keeping, management accounting, financial **investigation** and reports, financial **claims** – their negotiation and settlement, **company** formations, investment advice, insurance and pension advice and computer consultancy.

20.119 Specified losses

Specified losses means:

- a) the cost of reinstatement, replacement or repair in respect of **damage** to or destruction of **property insured by you**; or
- b) the amount of **business interruption loss** suffered directly by **you** by way of **loss** of or reduction in profits, revenue or **turnover** or **increased cost of working** as a direct result of either **damage** to or destruction of **property** as a direct result of denial, prevention or hindrance of access to or use of the **property** by reason of an **act of terrorism** causing **damage** to other **property** within one mile of the **property** by **you** to which access is affected.

20.120 Specified perils

Specified perils means fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, **damage** to or movement of buildings or structures, plant or machinery other than any **computer system, data or money**.

20.121 Statement of fact

Statement of fact means all and any information supplied to **us** by or on **your** behalf.

20.122 Stock offering

Stock offering means the initial public offer of any of the **company's** own securities, or if in the United States of America any offering of securities by the **company** except pursuant to Rule 144A of the Securities and Exchange Commission.

20.123 Subsidiary company

Subsidiary company means:

- 20.123.1 any **company** in respect of which the **insured** (either directly or indirectly through one or more of its subsidiary companies):
 - a) controls the composition of the board of directors; or
 - b) controls more than half the voting power at a general meeting of shareholders; or
 - c) holds more than half of the issued share capital (regardless of class of share);
- 20.123.2 any **company** as defined above (other than any **company** part of whose issued share capital is offered to the public or otherwise traded on a recognised exchange in **North America**) which is acquired or created on or subsequent to the inception date of this **policy** and of which the total assets do not exceed the amount stated on the **schedule**.
- 20.123.3 any other **company** that the **insurer** has given prior written consent to for its inclusion as a subsidiary company under this **policy**.

20.124 Sum insured

Sum insured means the sum specified as the sum insured in the **schedule**.

20.125 Take-over or merger

Take-over or merger means:

- 20.125.1 any sale of the majority of the issued share capital of the **insured**; or
- 20.125.2 the **insured's** merger with or acquisition by another entity such that the **insured** is not the surviving entity and no longer:
 - a) controls the composition of the board of directors; or
 - b) controls more than half the voting power; or
 - c) holds more than half of the issued share capital.

Except that this definition shall not apply if any sale of the **insured's** shares alters the status of the **insured** from that of a private **company** to that of a public **company** or vice versa.

20.125.3 in the case of an **insured** which is a partnership, a merger with another partnership or the appointment of new partners (other than from existing **employees** of the partnership **insured**) such that the number of partners in the partnership immediately after such merger or appointment(s) is more than two hundred percent (200%) of the number of partners in the partnership **Insured** immediately before such merger or appointment(s).

20.125.4 In the case of a **trust scheme** the merger of the **company** or the **trust scheme** with or acquisition by another entity such that the **trust scheme** is wound up or merged with another **trust scheme** or otherwise loses its identity.

20.126 Tangible securities

Tangible Securities shall mean all negotiable or non-negotiable instruments or contracts, including any note, stock, bond, debenture, evidence of indebtedness, share or other equity or debt security representing either **money** or **property**.

20.127 Tangible securities fraud

Tangible securities fraud means the forging, counterfeiting or fraudulent alteration of **tangible securities** which the **insured** or financial institution acting on their behalf has relied upon.

20.128 Tax enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- a) includes a request to examine any aspect of **your** books and record; or
- b) advises of a check of **your** whole tax return.

20.129 Territorial limits

20.129.1 For Section – Terrorism, territorial limit means England, Scotland and Wales;

20.129.2 For Section – Employers' liability and Section – Public and products liability only, territorial limit means:

- a) anywhere within the **United Kingdom** but excluding **offshore**;
- b) elsewhere in the world (excluding **offshore**) in connection with temporary visits undertaken in the course of the **business** by any person normally resident in the **United Kingdom**;
- c) elsewhere in the world in respect of **products**.

20.129.3 For **section** – Legal expenses, territorial limit means:

- a) for **insured** incidents Legal Defence (excluding -Statutory notice appeals), and Bodily injury:

the **United Kingdom** of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.

- b) for all other **insured** incidents:

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

20.129.4 For all other **sections** territorial limit means Worldwide excluding **North America**.

20.130 Territory

means England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, nor Northern Ireland nor the Isle of Man nor the Channel Islands.

20.131 Terrorism

20.131.1 For **sections** – Contents, Buildings, Business interruption and Terrorism,, terrorism means an **act of terrorism**;

20.131.2 For all other **sections** terrorism means:

an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible **property** or infrastructure, or a threat thereof; and appears to be intended to

- a) intimidate or coerce a civilian population, or
- b) disrupt any segment of the economy of a government de jure or de facto, state, or country, or
- c) overthrow, influence, or affect the conduct or **policy** of any government de jure or de facto by intimidation or coercion, or
- d) affect the conduct or **policy** of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

20.132 Theft

20.132.1 Solely in relation to **section** – Crime theft shall mean fraud, dishonest taking or obtaining of the **property, money, tangible securities** and **funds** provided for in the relevant insuring clause with the intention of permanently depriving the owner of such **property, money, tangible securities** and **funds**.

20.132.2 Solely in relation to **section** – Pension Trustees Liability theft shall mean the taking without lawful authority, or the dishonest appropriation of, **money**, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes belonging to or held in trust for the **trust scheme**, or for which the **trust scheme**, or the **trustees**, are legally responsible.

20.133 Trustee(s)

Trustee(s) shall mean any natural person or **corporate body trustee** who was or is or may hereafter become a trustee of the **trust scheme**, including any director of a **corporate body trustee**.

20.134 Trust scheme

Trust scheme shall mean a trust scheme (as defined by Section 124 of the Pensions Act 1995).

20.135 Turnover

Turnover means the **money** paid or payable to **you** for goods sold and delivered and for **services** rendered in the course of the **business**.

20.136 United Kingdom

United Kingdom means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

20.137 Unfair Competition

Unfair competition means unfair competition, misleading **business** practices or incorrect description of source.

20.138 Vat dispute

For **section** – Legal expenses, vat dispute means a dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **your** VAT affairs.

20.139 Virus or similar mechanism

Virus or similar mechanism means program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. Virus or similar mechanism includes but is not limited to, trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to **damage**, interfere with, adversely affect, infiltrate or monitor as above.

20.140 War

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military

or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **terrorism**.

20.141 Wrongful act

Wrongful act means any actual or alleged wrongful act or omission including any:

20.141.1 misstatement;

20.141.2 misrepresentation;

20.141.3 breach of trust;

20.141.4 breach of duty;

20.141.5 breach of warranty of authority;

20.141.6 libel or slander;

20.141.7 by the **trustees** or **administrator** or any **matter** claimed against them by reason solely of such person's capacity as **trustee** or **administrator**.

21 How to complain

21.1 Complaints to QBE

You can complain about this **policy** by contacting **your** broker or where **your policy** is **insured** by QBE Europe SA/NV, QBE UK Limited or where **your insurer** is or includes a Lloyd's syndicate write to:

Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD

Email: CustomerRelations@uk.qbe.com

Telephone: 020 7105 5988

21.2 Complaints to ARAG

For complaints relating to **section** – Legal expenses write to:

Customer Relations Department, ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW

Email: customer-relations@arag.co.uk

Telephone 0344 893 9013

Online: www.arag.co.uk/complaints

21.3 The UK Financial Ombudsman Service (UK FOS)

If **you** feel that **your** complaint has not been satisfactorily resolved, **you** may be eligible to contact the UK FOS to review the complaint. Information about the eligibility criteria is available on the UK FOS website: <https://www.financial-ombudsman.org.uk/consumers/how-to-complain>

21.4 Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the FSCS if **we** are unable to meet **our** obligations under the **policy**. Further information is available from www.fscs.org.uk, or **you** can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1D.

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