



LinksMaster
Commercial Combined



Contract of Insurance

Welcome to **your** LinksMaster commercial combined insurance policy. It is a contract between **you** and **us** and it is arranged through Victor Insurance on **our** behalf in accordance with the authority granted under the contract number stated in the schedule. It sets out the details of **your** insurance contract with **us**.

This document, any endorsements, certificates and the **schedule** must be read together as one contract as they form **your** policy.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you** against:

- loss or **damage you** sustain;
- loss resulting from interruption or interference with the **business** following **damage**, or
- legal liability **you** incur for accidents

happening during the **period of insurance** and in accordance with the terms and conditions contained in or endorsed on this policy.

Please read the whole document carefully and keep it in a safe place. **You** should take the time to read all its terms, especially the conditions, which **you** have to fulfil to ensure **your** insurance remains valid, and what **you** have to do when making a claim.

It is important that **you**:

- check that the sections **you** have requested are included in the **schedule**;
- check that the information **you** have given **us** is accurate;
- comply with **your** duties under each section and under the insurance as a whole.

If this policy does not meet **your** requirements, or if **your** requirements change, **you** should contact **your** insurance agent at **your** earliest opportunity.

Contents

The contract of insurance

Contents

Important information

If you need to make a claim	3
Changes to your circumstances	5
How to cancel your policy	5
The Underwriters	5
Motor Insurance Data Base	6
DVLA Driver Data	7
How to make a complaint	7
Financial Services Compensation Scheme (FSCS)	9
Privacy Notice	9
Employers' Liability Tracing Office	9
Law and Jurisdiction	10
Contracts (Rights of Third parties) Act 1999	10
Sanction limitation	10
Tax	10
Monetary values	11
Renewal	11
General Definitions	12
General Conditions	17
Claims Conditions	20
General Exclusions	25
Section 1 Material Damage – optional cover	28
Section 2 Business Interruption – optional cover	49
Special Extension applicable to Sections 1 and 2	67
Section 3	
Part 1 Money – optional cover	68
Part 2 Personal injury (robbery) – optional cover	72
Part 3 Theft by employee – optional cover	75
Section 4 Trade All Risks – optional cover	79
Section 5 Frozen Foods – optional cover	83
Section 6 Employers' Liability – optional cover	85
Section 7 Public/products liability – optional cover	90
Section 8 Legal Expenses – automatically included	101
Data Protection and Privacy Cover	116
Section 9 Road Traffic Act (RTA) Liability	119
Section 10 – Directors' and Officers' Liability – optional cover	125
Section 11 – Terrorism - optional cover	137
Section 12 – Equipment Breakdown – optional cover	140
Section 13 – Personal Accident – optional cover	148

Important information

If you need to make a claim

If **You** need to make a claim under any cover (other than Section 8 Legal Expenses, Section 9 Road Traffic Act Liability or Section 12 Equipment Breakdown) please contact AXA Insurance UK plc as follows:

For Section 1 Material Damage, Section 2 Business Interruption, Section 3 Money and Assault, Section 4 Trade All Risks, Section 5 Frozen Food, Section 11 Terrorism, Section 13 Personal Accident covers

Tel: 0370 900 0867 – Option 2

Email: spclaims.ins@axa-insurance.co.uk

For Section 6 Employers' Liability, Section 7 Public/products liability covers

Tel: 0345 900 4185 – Option 3

Email: liabilityclaims.ins@axa-insurance.co.uk

For Section 10 Directors' and Officers' Liability cover

Tel: 01204 877556

Email: MLPclaims.ins@axa-insurance.co.uk

Alternatively, **You** can write to:

AXA Insurance UK plc
AXA House
Parklands
Lostock
Bolton
BL6 4SD

For Section 8 - Legal expenses claims please telephone DAS Legal Expenses on 0344 893 0859

For Section 9 – Motor cover claims you must tell **us** as soon as possible about any incident or legal proceedings which may lead to a claim. **You** should initially notify **us** of your claim by phone. **Your** initial claim contact number is **01245 396544**. If we then decide that **we** need an accident form **we** will send one to **you** which **you** should complete and return as soon as possible.

Ideally when **you** call **you** will provide:

- a) Name, address and contact phone number(s) (for **you** and the driver of **your** vehicle if not **you**);
- b) Personal details necessary to confirm your identity;
- c) **your** policy number;
- d) information about **your** vehicle;
- e) details of the accident or claim circumstances (when, where and how it happened);
- f) details of any witnesses and the police or any other emergency service that was called;
- g) details of the other party or parties involved including information about damage to their car or property and any injuries that anybody might have sustained;
- h) where appropriate **your** thoughts on who was to blame for the accident

We may ask **you** to provide all the details in writing together with any evidence which **we** may reasonably need.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Important information

If **you** receive a writ, summons or other legal documents or letters, **you** must send them to **us** as soon as possible.

You must not answer any letters without **our** written permission. **We** will not refuse permission without a good reason.

In respect of Section 12 – Equipment Breakdown please contact HSB Engineering Insurance Limited: address: Claims Department, HSB Engineering Insurance Limited, Chancery Place, 50 Brown Street, Manchester M2 2JT e-mail: new.loss@hsbeil.com tel: **0330 100 3432 24 hours a day 365 days a year**

In some cases all or part of **your** claim may be handled on **our** behalf by one of **our** trusted partners. **You** can rest assured that **we** will strive to ensure **you** are provided with exceptional service from **us** and **our** trusted partners.

It will assist if **you** have details of **your** policy and cover available when telephoning.

We would refer **you** also to the Claims Conditions of this policy.

Important information

Changes to your circumstances

Please tell **your** insurance agent as soon as reasonably possible if there are any changes to **your** circumstances which could affect **your** insurance. Please also refer to General Conditions section of this policy.

If **your** circumstances change and **you** do not tell **your** insurance agent, **you** may find that **you** are not covered if **you** need to claim.

How to cancel your policy

You have a statutory right to cancel **your** policy within 14 days from:

- the inception date of this policy ; or
- the day on which **you** receive **your** policy documentation,

whichever is the later.

If **you** wish to cancel this policy and the insurance cover has not yet began, **you** will be entitled to a full refund of the premium paid. Alternatively, if **you** wish to cancel and the insurance cover has already started, **you** should contact your insurance agent. **We** will return any premium paid in accordance with General Condition 5- Cancellation- your rights..

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium.

For cancellation of this policy outside of this statutory cooling off period please refer to General Condition 4- Cancellation- our rights and General Condition 5- Cancellation- your rights.

The Underwriters

This policy is administered and underwritten by Victor Insurance, a trading name of Marsh Ltd, on behalf of the following Insurers (referred to collectively as the “Underwriters”), in accordance with the authority granted under:

Binding Authority Agreement Number/UMR	Section	Underwriter	Proportion
as detailed on “The Underwriters” section of Your Schedule	Sections 1-7, Section 10, 11 and 13	AXA Insurance UK plc Registered in England and Wales No 78950 Registered office: 20 Gracechurch Street, London EC3V 0BG A member of the AXA Group of companies AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.	100%

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Important information

as detailed on “The Underwriters” section of your schedule	Section 8 Legal Expenses	DAS Legal Expenses Insurance Company Limited DAS House Quay Side Temple Back Bristol BS1 6NH Registered in England and Wales Company Number 103274 DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.	100%
as detailed on “The Underwriters” section of your schedule	Section 9 Road Traffic Act (RTA) Liability	MS Amlin Insurance SE (UK Branch), Amlin House, 90-96 Victoria Road, Chelmsford, Essex CM1 1QU. Tel. +44 (0) 1245 396396 Fax. +44 (0) 1245 396400 www.msamlin.com MS Amlin Insurance SE is authorised by the National Bank of Belgium in Belgium and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. In some respects the regulatory system applying will be different from that of the United Kingdom.	100%
as detailed on “The Underwriters” section of your schedule	Section 12 – Equipment Breakdown	HSB Engineering Insurance Services Limited, registered in England and Wales: 03010292 and registered as a branch in Ireland: 906105. HSB Engineering Insurance Services Limited is an Appointed Representative of HSB Engineering Insurance Limited. Registered address: Chancery Place, 50 Brown Street, Manchester M2 2JT	100%

The subscribing Underwriters’ obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Motor Insurance Database

Information relating to motor insurance policies must be added to the Motor Insurance Database (MID) managed by the Motor Insurers Bureau (MIB) by **you**. MID and the data stored on it may be used by Insurers, the Police, DVLA/DVANI, the Insurance Fraud Bureau or other bodies permitted by law for purposes including, but not limited to:

- Electronic Vehicle Licensing;
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders);

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Important information

- Obtaining information if you are involved in a road traffic accident (either in the UK, the EEA or certain other territories).

Persons (including his or her appointed representatives) pursuing a claim for a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** current registration number. If it is incorrectly shown on the MID **you** are at risk of having **your** vehicle seized.

You can check that **your** correct registration number details are shown on the MID at www.askmid.com.

DVLA Driver Data

If **you** provide **your** driver licence number and/or the driver licence number(s) of any named drivers, **we** can use the number(s) to obtain driving details from the DVLA.

You can check that **your** correct driver details are held by the DVLA at www.gov.uk/view-driving-licence

How to make a complaint

If **you** are unhappy with any aspect of the handling of **your** insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting **your** insurance adviser. In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so by writing to:

Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU.
Email: insurance.complaints@victorinsurance.co.uk

If appropriate **your** complaint may ultimately be handled by the insurer or a third party acting on the insurers' behalf. If this is the case **we** will notify **you** upon receipt of **your** complaint. Making a complaint does not affect **your** right to take legal action.

If **you** are not happy with the outcome of **your** complaint, **you** may have the right to ask the Financial Ombudsman Service (FOS) to review **your** case. **You** will need to contact them within six months of the date of **our** final decision letter.

You can also ask the Ombudsman to review **your** case if **we** have not provided **you** with a final decision within eight weeks of receiving **your** complaint.

The Ombudsman can help with most complaints if **you** are:

- A consumer;
- A micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million*;
- A charity which has an annual income of less than £6.5 million*;
- A trustee of a trust which has a net asset value of less than £5 million*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;
- A small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million*;

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Important information

- A guarantor

* at the time you refer your complaint

If **you** are unsure whether the ombudsman will consider **your** complaint, or for more information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at www.financial-ombudsman.org.uk

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Alternatively:

- 1) If **you** have a complaint regarding **your** claim, please telephone the claims handler on the number shown in **your** claims documentation.
- 2) Should **you** wish to make a complaint under Sections 8, 9 or 12 please contact the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU
- 3) Should **you** wish to make a complaint under Sections 1-7,10, 11 and 13 and **your** complaint relates to a claim on **your** policy, please contact the department dealing with **your** claim.

All claims complaints:

Tel: **01204 815359**

Email: commercial.complaints@axa-insurance.co.uk

Alternatively **you** can write to **us** at

AXA complaints:

AXA Insurance
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

When **you** make contact please tell **us** the following information:

- Name, address and postcode, telephone number and e-mail address (if **you** have one).
- **Your** policy and/or claim number, and the type of policy **you** hold.
- The name of **your** insurance agent/firm (if applicable).
- The reason for **your** complaint.

Any written correspondence should be headed '**COMPLAINT**' and **you** may include copies of supporting material.

We will:

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Important information

Financial Services Compensation Scheme

Victor Insurance underwrites on behalf of a select group of insurers who are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **you** under this contract of insurance. Further information about the Scheme is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100 or 020 7741 4100.

Privacy notice

A copy of the Victor Insurance up to date Privacy Notice can be viewed using the following link:
<https://www.marsh.com/uk/privacy-notice.html>

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at www.axa.co.uk/privacy-policy

If **you** do not have access to the internet, please contact AXA Insurance and **we** will send **you** a printed copy.

The Privacy Policy for Section 8 Legal Expenses can be found under Data Protection to Section 8 Legal Expenses.

Privacy Notice applicable to Section 9 – Road Traffic Act (RTA) Liability

The full Data Privacy Notice can be found on www.msamlin.com/en/site-services/data-privacy-notice.html. A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email (dataprotectionofficer@msamlin.com) or at the below address:

Data Protection Officer
MS Amlin Insurance SE (UK Branch)
The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AG.

Employers' Liability Tracing Office (ELTO)

By entering into this insurance policy **you** will be deemed to specifically consent to the use of **your** insurance policy data in the following way and for the following purposes.

- a) Certain information relating to **your** insurance policy including, without limitation:
 - i) the policy number(s);
 - ii) employers' names and addresses (including subsidiaries and any relevant changes of name);
 - iii) dates of cover;
 - iv) employer's reference numbers provided by Her Majesty's Revenue and Customs; and
 - v) Companies House reference numbers (if relevant) will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database (database).
- b) This information will be made available by us to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Important information

information will have regular periodic updating and certification and will be audited on an annual basis.

- c) The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants):
 - i) to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
 - ii) to identify the relevant employers' liability insurance policies.
- d) The database will be managed by ELTO.
- e) The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

Law and jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary, this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Contracts (Rights of Third Parties) Act 1999

A person, persons or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act and any later amendment to it.

Sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your** policy that **we** will not provide cover, or pay any claim or provide any benefit under **your** policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Tax

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

Important information

Monetary values

Monetary values in this policy are shown in bold to help **you** identify them quickly.

Renewal of this insurance

When **your** policy is due for renewal, **your** insurance agent will write to **you** at least 21 days before the **period of insurance** ends with full details of **your** next year's premium and policy terms and conditions. If **you** do not want to renew the policy, please contact **your** insurance agent. Occasionally, **we** may not be able to offer to renew **your** policy. If this happens, **your** insurance will write to **you** agent at least 21 days before the expiry of **your** policy to allow enough time for **you** to make alternative insurance arrangements.

General definitions

*The following definitions apply in all sections of this policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy or schedule. To help identify these words they will appear in **bold** in the policy wording.*

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, injury, illness, disease or nervous shock.

Buildings

- a) Clubhouse, outbuildings including greenkeepers buildings, and any other buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise agreed by **us**).
- b) Landlords' fixtures and fittings in and on the buildings.
- c) Small outside buildings, shipping or steel containers, extensions, annexes, gangways.
- d) Yards, car parks, roads, pathways and loading bays.
- e) Services, meaning telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like extending from the buildings to the perimeter of the **premises** or to the public mains (including those underground).

Business

The business stated in the schedule.

Claim Costs

Costs and expenses

1. of any claimant which **you** become legally liable to pay
2. incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a) any coroner's inquest or fatal accident inquiry
 - b) summary court proceedings.

Computer system(s)

A computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 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.

Consequential loss

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of **damage** to property used by **you** at the **premises** for the purpose of the **business**.

General definitions

Cups and trophies

Challenge cups, trophies, works of art, object d'art, curiosities, rare books and golf memorabilia at the **premises**.

Damage

Loss, destruction of or damage.

Data

Data of any sort, including but not limited to, tangible or intangible data and any programs of 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, website or any information.

Defined Peril

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

Denial of service attack

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 and the generation of excess or non-genuine traffic between and amongst networks and the procurement of those actions or instructions by other **computer systems**.

Employee

Any person who is:

- a) under a contract of service or apprenticeship with **you**.
- b) a labour master or supplied by a labour master.
- c) employed by labour only sub-contractors.
- d) self-employed and working for **you** and under **your** control.
- e) hired to or borrowed by **you**.
- f) supplied to **you** for the purposes of study, work or training experience.
- g) a prospective employee who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment.
- h) a voluntary helper while working under **your** supervision and control in connection with the **business**.
- i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work.

Excess

This is the first part of any claim that **you** will have to pay.

Flood

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from storm or not.

Ground Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether **your** property or not.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

General definitions

Landslip

Downward movement of sloping ground.

Member

Any registered social playing, temporary member (means having paid an unexpired green fee) or guest of the insured.

Money

Cash, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, giro drafts, national giro payment orders, travellers cheques, crossed warrants, bills of exchange, securities for money, postage revenue, current postage stamps and unused postal franking machine units, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings certificates, national savings stamps, saving stamps, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps, VAT invoices, travel vouchers, travel tickets, airline tickets, uncrossed dividend warrants, consumer redemption vouchers, gift tokens, certificates of deposit and credit cards.

Period of insurance

The period from the effective date shown in the schedule until midnight on the expiry date shown in the schedule.

Phishing

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

Polluting or contaminating substances

Any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

Pollution or contamination

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b) all **bodily injury, damage** or liability directly or indirectly caused by such pollution or contamination arising from any **polluting or contaminating** substance.

Premises

The premises stated in the schedule.

Principal *(not applicable to Section 9 RoadTraffic Act (RTA) Liability)*

The other party to a contract or agreement for whom **you** are undertaking work or services where such party is responsible for setting out the terms of the contract or agreement.

Property insured

Buildings, general contents, course maintenance equipment, cups and trophies, hired in plant, irrigation equipment, all other contents, stock and other property at the **premises** (in accordance with any specific exclusions) all as defined below or more fully described in the schedule and all belonging to **you** or for which **you** are responsible but excluding

- i) property which is more specifically insured; and
- ii) unless specifically notified to and accepted by **us** as insured
 - a) land, piers, jetties, bridges, culverts or excavations
 - b) livestock, growing crops or trees unless they form part of the **general contents**.

General definitions

Road

A highway and any other road to which the public has access, including bridges over which a road passes.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

Special classes of vehicles

Course/greens keeping equipment and golf buggies which are categorised by the Driver & Vehicle Licensing Agency as 'Special Vehicles' or 'Special Concessionary'.

Subsidence

Downward movement of the ground beneath the **buildings** and its foundations other than by **settlement**.

Territorial limits

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

Terrorism

In England, Scotland and Wales:

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

In Northern Ireland:

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

In the Channel Islands and the Isle of Man:

An act of any person(s) 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 any government de jure or de facto.

Time Element Loss

Business interruption, contingent business interruption or any other consequential losses.

United Kingdom

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

Unoccupied

Any building or part of any building which is unoccupied or not in use by **you** or any tenant of **yours** for more than thirty consecutive days.

Virus

program code, programming instruction or any set of instructions intentionally constructed with the purpose and ability, or purposely used, to **damage**, interfere with, adversely affect, infiltrate or monitor **computer systems**, computer programs, **data** or operations, whether involving self-replication or not. The definition of virus 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.

General definitions

Wear and Tear

A reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time. Examples of things that are likely to be affected include fencing, flat roofs, carpets and flooring and clothing.

We/us/our

Means the insurers detailed in The underwriters section of this policy and specifically:

- a) Sections 1-7, Section 10, 11 & 13 AXA Insurance UK plc
- b) Section 8 DAS Legal Expenses Insurance Company
- c) Section 9 MS Amlin Insurance SE (UK Branch)
- d) Section 12 HSB Engineering Insurance Services Limited.

You/your/yours

The insured named in the schedule.

General conditions

These are the conditions of the cover and apply throughout your policy. There may be additional conditions under each section of cover and in any attaching endorsements.

If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

If you are unsure about any of these conditions or whether you need to notify us about any matter, please contact us.

1. **Statutory requirements, maintenance and reasonable precautions**

You will at your own expense:

- a) take all reasonable precautions to prevent or reduce **damage**;
- b) cease any activity which may give rise to liability under this policy;
- c) maintain all buildings, furnishings, ways, works machinery, caravans and vehicles in sound condition;
- e) exercise care in the selection and supervision of **employees**;
- f) remedy any defect or danger as soon as possible after discovery and in the meantime take such additional precautions as the circumstances may require; and
- g) comply with all statutory requirements and other safety regulations imposed by any authority.

2. **Change in circumstances or alteration to the risk**

If you would like to make changes to your policy please contact us.

If you are aware of any material changes to the information provided or if you become aware of any material changes you must tell us about those changes. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If you need to change the information you have given us please contact us as soon as reasonably practicable on becoming aware of that change.

Examples where we would need you to notify us of a change:

- If any sums insured you have declared to us have increased or decreased;
- There is a change to the business you undertake that we do not know about;
- You move premises or make alterations to the premises you occupy;
- The security and fire protections you have declared to us change.

These are just some examples and there may be other circumstances we would want you to tell us about. If you are in any doubt, please contact us directly as failure to notify us of any changes could lead to your policy being cancelled, or a claim rejected or not fully paid.

If you are unsure whether a change to the information you have given us is material please contact us.

In addition you must notify us of any alteration to the information provided at the start, renewal or occurring during the **period of insurance** at which time we may apply an additional premium or other additional terms or conditions.

It is important to remember that you have a duty to make a fair presentation of the risk to us at the start of the policy, when any mid-term changes are notified and at the renewal of the policy.

General conditions

3. Duty of Fair Presentation

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your** policy, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

- a) If the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your** policy void and keep the premium. This means treating the policy as if it had not existed and that **we** will not return **your** premiums, or
- b) If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your** policy void and return **your** premium or
- c) If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:
 - i) reduce proportionately any amount paid or payable in respect of a claim under **your** policy using the following formula. **we** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - ii) treat **your** policy as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
- d) Where **we** elect to apply one of the above then
 - i) if **we** elect to make **your** policy void, this will be from the start of the policy, or the date of variation or from the date of renewal.
 - ii) **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal
 - iii) **we** will treat the policy as having different terms imposed from the start of the policy, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

4. Cancellation – our rights

The cover provided by this policy shall automatically cease from the date that:

- a) a liquidator, administrator or insolvency practitioner is appointed to administer **your business**
- b) **your business** is permanently discontinued
- c) **your** interest ceases other than as a result of **your** death unless **we** agree otherwise in writing.

In addition to a) b) and c) **we** may at any time cancel this policy by sending 14 days' notice in writing to **your** last known address.

Valid reasons for cancelling **your** policy include but are not limited to;

- non-payment of premium
- non-co-operation or failure to supply any information or documentation **we** request; or
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- fraud.

You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- a) there has been an incident known to **you** which may give rise to a claim, or

General conditions

- b) the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

5. Cancellation – your rights

During the first **period of insurance**, **you** have the right to cancel this policy within 14 days of:

- a) receipt of the policy wording and schedule, or
- b) the inception date of this policy

whichever is the later, by writing to **us** or alternatively by contacting **your** insurance agent to confirm cancellation. Cancellation will take effect from the date that **we** or **your** insurance agent receives **your** cancellation instructions. Provided no claim has been made and there has been no incident known to **you** prior to cancellation which may give rise to a claim, **you** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before **we** can deal with the claim. **We** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this policy.

You may cancel this policy at any other time by writing to **us** or alternatively by contacting **your** insurance agent to confirm cancellation. **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- i there has been an incident known to **you** which may give rise to a claim, or
 - the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

6. Excess

We will not be liable for the amount of the **excess** stated in the schedule or policy for each and every loss calculated after the application of all other terms and conditions of this policy.

7. Unoccupied property

We must be notified in writing as soon as reasonably practicable of any **unoccupied** building or **unoccupied** portion of a building insured that becomes occupied or any occupied building which becomes **unoccupied** or partially **unoccupied**. An additional premium and terms will be applied if required.

8. Security of unoccupied property

You must ensure that for property **unoccupied** for more than 30 days the following conditions are complied with unless otherwise agreed by **us**.

- a) The gas, electricity (other than power required for an intruder alarm or fire alarm system) and water supplies are turned off at the mains and all water pipes, apparatus and tanks are drained down.
- b) All devices for preventing access to the buildings are in full and effective operation at all times.
- c) The **premises** and yards are clear of all waste materials and redundant contents.
- d) All accessible windows and doors are securely boarded over.
- e) The letter box is permanently sealed shut or a non-combustible receptacle is permanently fixed to the letter box.
- f) The **premises** are inspected at least once a week by a responsible person to ensure that there is no deterioration in the fabric of the building and that compliance with conditions a) - e) continues.

Claims conditions

All of the following claims conditions apply in addition to any claims conditions contained in the sections of this policy.

1. Arbitration

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described under **our** How to make a complaint clause under Important Information. **We** will try and resolve the matter however, if **we** are unable to satisfy **your** concerns and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate over the complaint.

If the dispute relating to the amount to be paid under this policy (liability being otherwise admitted) can't be dealt with by the Financial Ombudsman Service, it can be referred to independent arbitration to a qualified person agreed by both parties.

If **we** fail to agree on a suitable person to arbitrate the matter **we** will ask the President of the relevant Law Society to nominate.

The arbitration will be subject to the Arbitration Act 1996 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man and the arbitrator's decision will be binding on both parties.

Whether **we** or **you** bear the costs of the arbitration or these are shared by **us** and **you** will be determined at the discretion of the arbitrator.

You may not take legal action against **us** over this disagreement until the arbitrators have made their decision.

2. Claims co-operation

You must provide all help and assistance and co-operation required by **us** in connection with any claim.

3. Claims procedures

Things **you** must do:

You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced.

- a) **You** must notify **us** within seven days of any **damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft. Any other incident that may give rise to a claim under this policy must be reported to **us** and full written particulars of the loss supplied as soon as possible after the event.
- b) **You** must provide **us** at **your** expenses any information **we** may reasonably require.
- c) **You** must forward **us** unanswered and unacknowledged as soon as reasonably practicable, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive. **You** must also tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**.
- d) **You** must inform the police immediately **you** become aware of any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost

Claims conditions

property and obtain a crime reference number if a crime has been committed and provide it to **us**.

- e) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
- f) **You** must take practical steps to minimise loss, prevent further **damage** or **bodily injury** and avoid interruption of or interference with **your business**.
- g) **You** must provide if **we** require a statutory declaration of the truth of the claim.
- h) **You** must keep all damaged **property** until **we** give permission to dispose of it.

Claims procedure applicable to Section 10 Directors' and Officers' Liability only

1. Claim Notification

Failure to comply with this condition will affect the payment of any claim.

It is a condition precedent to **our** liability that either **an insured person** or **your organisation**, as applicable, must give written notice to **us** during the **period of insurance** (or **discovery period** if applicable) of:

- a) any claim made against an **insured person** or **your organisation**
- b) the receipt of notice from any person, persons or corporate body of an intention to make a claim against an **insured person** or **your organisation**
- c) any **circumstance** or **investigation** of which an **insured person** or **your organisation** becomes aware which may give rise to a claim against an **insured person** or **your organisation**.

Where notice has been given to **us** in accordance with item b) or c) above, any claim to which that notice, **circumstance** or **investigation** may give rise after the expiry of the **period of insurance** will be deemed, for the purpose of this insurance, to have been made on the date of notification to **us**.

Written notice must include but is not limited to:

- i) a full description of the claim, notice of intended claim, **circumstance** or **investigation**
- ii) the nature of the allegation
- iii) the identity of the claimant or potential claimant
- iv) the date on which an **insured person** or **your organisation** first became aware of such claim, notice of intended claim, **circumstance** or **investigation**.

In the event that it has not been practicable for an **insured person** or **your organisation** to give written notice to **us** during the **period of insurance** (or **discovery period** if applicable) then written notice may be given to **us** within 30 days of the date of expiry of the same **period of insurance** (or **discovery period** if applicable). Such notice will be deemed to have been given to **us** during the **period of insurance**.

2. Claims Settlement Consent

We will have full discretion in the conduct and control of any negotiations or recovery or contribution proceedings or in the defence or settlement of any claim however **we** will not settle any claim or any recovery or contribution proceedings without **your** consent.

If however **you** refuse to consent to any settlement recommended by **us** and elect to continue the defence of the claim or the prosecution of any recovery or contribution proceedings, then **our** liability for the claim will not exceed the amount which the claim would then have represented if it had been settled at the date of such refusal and then only up to the applicable limit of indemnity shown on the schedule for this section.

3. Contested Proceedings

You will not be required to contest any legal proceedings unless a Queen's Counsel (to be selected by **us** after consultation with **you**) advises that such proceedings should be contested.

For the purposes of this condition, Queen's Counsel also means a lawyer of similar standing where proceedings have been commenced in jurisdictions outside England and Wales.

4. Subrogation

Before or after any payment is made by **us**, **we** can at **our** option:

- a) negotiate, defend or settle, in the name of an **insured person** or **your organisation** and on behalf of an **insured person** or **your organisation**, any claims made against an **insured person** or **your organisation**
- b) take legal action in the name of an **insured person** or **your organisation** but for **our** benefit to get back any payment **we** have made under this insurance.

Claims conditions

If any payment is made under this insurance in respect of a claim, **we** agree not to exercise **our** subrogated rights of recovery against any person who has been, or may be, under a contract of service or apprenticeship with **your organisation** unless the payment giving rise to such right has directly or indirectly been caused by or contributed to by or has arisen from:

- i) the dishonest, fraudulent, criminal or malicious act or omission of such person
- ii) such person gaining any profit or advantage or receiving any remuneration to which they were not legally entitled.

4. Discharge of liability

Where in **our** opinion, the amount of loss of any claim may exceed the available **limit of liability** or sum insured **we** will be entitled at **our** discretion, to discharge **our** liability by paying the available **limit of liability** or sum insured to **you** or on **your** behalf and pay defence costs up to the date of that payment. In this situation, if at the time of payment **we** are conducting the defence of the claim, **we** will also relinquish that conduct.

5. Excess

Where stated in the schedule or policy **you** will be responsible for paying an **excess** in relation to each claim made by **you** under this policy.

6. Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under **your** policy, including providing fraudulent information or documentation, **we** may:

- a) refuse to pay the claim;
- b) seek to recover any costs already incurred by **us** relating to the fraudulent claim;
- c) also have the option to cancel the policy from the date of the discovery of the fraud;
- d) keep any premium paid to **us** and
- e) inform the police and fraud prevention agencies of the circumstances.

7. Multiple insureds

The most **we** will pay is the relevant amount shown the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

You agree that the insured named in the schedule, if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any changes to the policy.

8. Other Insurance - *Not applicable to Section 3 – Money – Part 2 – Personal injury (robbery)*

If the **damage** or liability which being claimed for under this policy is covered by any other insurance **we** will not pay more than **our** proportionate share.

Claims conditions

9. Salvage

We may enter the **premises** where **damage** has occurred and take possession of or require to be delivered to **us** any **property insured** and deal with it in a reasonable manner* (depending upon the type of salvage) but the property may not be abandoned to **us**.

where appropriate to do so, **we may use a third party who will sell the salvage at auction on **our** behalf.*

Brands and labels

Following **damage** to **property insured** bearing a brand or trademark, or which in any way carries or implies the guarantee or the responsibility of the manufacturer or **you**, the salvage value of that **property insured** will be determined after removal in the customary manner, at **our** expense, of all brands or trademarks or other identifying characteristics.

You may at **our** expense stamp "salvage" on the merchandise or its containers or may remove or obliterate the brands or labels from the merchandise if stamp removal or obliteration will not physically further damage the merchandise, provided that **you** re-label the merchandise or containers in compliance with the requirements of the law.

Control of damaged merchandise

You may retain control and have full right to the possession of all merchandise manufactured, sold or distributed by **you** which sustains **damage**. Exercising reasonable discretion, **you** will with **our** consent following **damage**, judge as to whether the merchandise sustaining **damage** is fit for consumption, sale or use. Any merchandise deemed by **you** to be unfit for consumption, sale or use will not be sold or otherwise disposed of except by **you** or with **your** consent, but **you** will give **us** any salvage proceeds **you** obtain on any sale or other disposition of merchandise.

10. Subrogation

We are entitled to:

- a) take over and conduct the defence or settlement of any claim in **your** name or on **your** behalf at **our** discretion;
- b) take steps to enforce rights against any other party before or after payment is made by **us**.

General exclusions

This policy does not cover any

1. **damage** caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

But **we** will cover resulting **damage** caused by an insured cover, providing **damage** is covered elsewhere in the policy.

2. **damage, bodily injury**, liability or cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, arising from or in connection with:
 - a) **damage** to or alteration of or the reduction in functionality, availability or operation of any **system** whether owned by **you** or not and whether tangible or intangible including any **data** where this is caused by programming or operating error by any person, acts of malicious persons, **virus, hacking, phishing, denial of service attack** or failure of any external network
 - b) loss, reduction in functionality, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, repair, replacement, restoration or reproduction of, **data** including any amount pertaining to the value of such **data** whether or not caused by **hacking**
 - c) any misinterpretation, use or misuse of **data**
 - d) unauthorised transmission of **data** to any third party or transmission of any **virus**
 - e) **damage** to any other **property insured** directly or indirectly caused by, contributed to by or arising from or in connection with a cause described in a), b), c) or d) of this exclusion but this shall not exclude accidental **damage** to insured **property insured** which results from an insured cover not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

For the purpose of Exclusion 2 the following definitions are amended to read:

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **system**.

System

Computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility or other equipment or component or system or item which processes, stores, transmits or receives **data**.

This exclusion (Exclusion 2) does not apply to Section 6 Employers' Liability and Section 7 Public/products liability.

3. award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.
4. liability assumed by **you** under any express warranty, agreement or guarantee unless such liability would have attached to **you** irrespective of such express warranty, agreement or guarantee.
5. **damage, bodily injury** or liability directly or indirectly caused by, contributed to by or arising from:

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

General exclusions

- a ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

For Section 6 Employers' Liability this exclusion will only apply to:

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

6. *Not applicable to Section 6 - Employers' liability or Section 7 - Public/products liability.*
- i) **damage to money**, jewellery, precious stones, precious metals (except where parts of machinery or tools) bullion, bonds, furs, curiosities, rare books, works of art, patterns, models, moulds, plans and designs;
 - ii) **damage** to goods held in trust or on commission, documents, manuscripts, business books, computer systems, records, explosives, video tapes or cassettes for sale or hire; or
 - iii) **property** in transit

unless specifically mentioned.

7. loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with
- 1. In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
 - 2. In Northern Ireland
 - a. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
 - c. riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

This Exclusion does not apply to:

- i) Section 6 Employers' Liability
- ii) Section 7 Public/products liability
- iii) Section 11 Terrorism (if operative)

8. **damage** to any **property insured, data** or **consequential loss** in Northern Ireland directly or indirectly caused by, contributed to by or arising from riot, civil commotion, labour disturbances, malicious persons except in respect of accidental **damage** caused by fire or explosion.
9. **damage, bodily injury** or liability directly or indirectly caused by contributed to by or arising out of **pollution or contamination** apart from that specified under Section 1 – Material damage, Section 2 - Business interruption, Section 4 – Trade all risks, Section 7 - Public/products liability,

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

General exclusions

Section 9 – Road Traffic Act (RTA) Liability and Section 10 Directors' and officers' liability of this policy.

10. claims caused by or arising from
 - i) inhalation or ingestion of **asbestos**
 - ii) exposure to or fear of the consequences of exposure to **asbestos**
 - iii) the presence of **asbestos** in any property or on land
 - iv) investigating, managing, removing, controlling or remediation of **asbestos**.except as otherwise provided by Extension 1 Accidental release of asbestos (Claims made) cover to 7A – Public liability of Section 7 Public/products liability

11. **Damage, bodily injury**, or liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

12. claims arising directly or indirectly from nationalisation, confiscation, seizure, destruction, requisition or detention by order of any government, municipal, local, customs or public authority.

13. 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 a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by this policy and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation

This exclusion is applicable only to Section 1 Material Damage, Section 2 Business Interruption, Section 3 Part 1 Money and Part 3 Theft by Employee, Section 4 Trade All Risks, Section 5 Frozen Foods and Section 11 Terrorism.

Section 1 – Material damage

This cover is optional and only applies if stated as covered in the schedule

Additional definitions

The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions.

Alarmed premises

The **premises** or those parts of the **premises** protected by the **intruder alarm system**.

All other contents

- a) Personal effects, pedal cycles, tools, instruments, sporting equipment (*but excluding golf trolleys, power trolleys or personal golf buggies*), jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras and the like or **money** belonging to **employees**, principals, directors, officers, **members**, customers and visitors to the extent that they are not more specifically insured. **We** will not pay more than the limit specified in the schedule for any one person or the limit specified in the schedule in any one **period of insurance**. Cover for pedal cycles is limited to **GBP250** for any one person in any one **period of insurance**.
- b) Computer records, documents, manuscripts and business books for an amount not exceeding **GBP25,000** for any one loss.
- c) Patterns, models, moulds, plans and designs.
- d) **Money** and securities of any description but for not more than **GBP1,000** in total and in accordance with any specific exclusions in this insurance.
- e) Wines, spirits, cigarettes and tobacco other than **stock**.
- f) **Special classes of motor vehicles** and their contents but only if they are not otherwise insured.

Business hours

The period during which the **premises** are actually occupied by **you** and/or **your employees** for **business** purposes.

Clean-up

- a) Testing for or monitoring of **pollution or contamination**.
- b) Cleaning up, removing, containing, treating, detoxifying or neutralising **pollution or contamination**.

Compound

An enclosed and secured area constructed of:

- a) brick walls not less than six feet high or;
- b) steel palisade fencing in either a 'D' or 'W' profile not less than six feet high; or
- c) steel paladin fencing not less than six feet high.

With entrance and/or exit gates to have a minimum European CEN grade 3 or above padlock or similar securely fastened outside of **business hours**.

Cooking equipment

All cooking and frying equipment including equipment used for frying by immersing in fat or oil.

Course maintenance equipment

Course maintenance equipment machinery and tools whilst on the **premises** or land immediately adjoining the **premises** (for the purpose of carrying out boundary maintenance work) and golf buggies.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 1 – Material damage

General contents

Machinery, plant, fixtures and fittings, tenants improvements, alterations, decorations, improvements, internal and external glass being part of the **buildings** not owned by **you** but for which **you** are responsible and office equipment.

Hired in plant

Plant, machinery or course maintenance equipment **you** have hired to use in connection with the **business**.

Intruder alarm system

The component parts including the means of communication used to transmit signals detailed in the alarm specification agreed by **us**.

Irrigation equipment

Course irrigation equipment including pumps tanks and pipes forming part of an irrigation system.

Keyholder

You or any **responsible person** or keyholding company **you** authorise

- a) to accept notification of faults or alarm signals relating to the **intruder alarm system**; and
- b) to attend and allow access to the **premises**.

At least one keyholder must be available at all times.

Other property

Any other items of property not specifically insured above which **you** have advised to **us** and **we** have specified in the schedule.

Professional shop stock

Golf equipment, accessories or wearing apparel held in stock, as display items or items held in trust for which you are responsible and intended for retail or hire to customers or for cleaning or repair. Excluding motorised golf buggies.

Qualified contractor

A company which is a member of BESA (Building Engineering Services Association) formally B&ES & HVCA

Responsible person

You or any person **you** authorise to be responsible for the security of the **premises**.

Stock

Stock, wines, spirits and tobacco, **professional shop stock**, chemicals and fertilizers and materials in trade, work in progress, goods held in trust and finished goods for which **you** are responsible.

Insuring clause

We will at **our** option pay for, repair or reinstate any **property insured** that sustains accidental **damage** occurring during the **period of insurance** at the **premises** directly caused by any of the covers listed below unless otherwise showing in the schedule.

Our liability in any one **period of insurance** will not exceed

- a) the total sum insured; or
- b) for any item its sum insured; or
- c) any other stated limit of liability.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 1 – Material damage

Covers

1. **Fire, lightning and explosion** but not **damage** caused by
 - i) earthquake, subterranean fire, riot, civil commotion.
 - ii) any heating process or any process involving the application of heat.
 - iii) explosion of non – domestic steam pressure machinery or equipment under **your** control.
2. **Aircraft** or other aerial devices or articles dropped from them but not **damage** caused by
 - i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - ii) fire.
3. **Riot, civil commotion, labour or political disturbances or malicious persons** but not **damage** arising from
 - i) stopping work.
 - ii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
 - iii) theft or attempted theft directly caused by malicious persons to any **building** which is **unoccupied**.
4. **Earthquake or subterranean fire.**
5. **Storm** but not **damage**
 - i) caused by lightning, frost, **subsidence, ground heave or landslip.**
 - ii) for movable property in the open, fences and gates.
6. **Flood** but not **damage**
 - i) attributable solely to change in the water table level.
 - ii) caused by lightning, frost, **subsidence, ground heave or landslip.**
 - iii) for movable property in the open, fences and gates.
7. **Escape of water** from any tank, apparatus or pipe but not **damage**
 - i) by water discharged or leaking from any automatic sprinkler installation.
 - ii) for any **building** which is **unoccupied**..
8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **damage** caused by
 - i) freezing whilst the **building is unoccupied.**
 - ii) explosion, earthquake, subterranean fire or heat caused by fire.
9. **Impact** by any road vehicle or animal.
10. **Accidental damage** but not
 - i) **damage** caused by
 - a) any of the covers specified above.
 - b) the causes expressly excluded from the covers specified above whether or not insured.
 - c) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
 - d) faulty or defective workmanship, operational error or omission on the part of **you** or any **employee**, but this will not include subsequent **damage** which itself results from a cause not otherwise excluded.
 - e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
 - f) change in temperature (other than cover provided under Clause 6 Changes of temperature), colour, flavour, texture or finish.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 1 – Material damage

- g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services.
 - h) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
 - i) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this will not exclude subsequent **damage** so long as it is not excluded above.
 - j) acts of fraud or dishonesty by **your employees** or any partner, director, **member**, officer or member of **your** family, but **we** will cover subsequent **damage** which results from a **defined peril** covered by this section.
 - k) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
 - l) **damage** to a **building** or structure caused by its own collapse or cracking.
 - m) any process of production, packing, treatment, testing, commissioning, servicing or repair.
- ii) **damage** to
- a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
 - b) vehicles licensed for **road** use including their accessories *other than licensed special classes of vehicles (subject to the provisions of clause c below)*, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
 - c) **your** licensed **special classes of vehicles** whilst being:
 - 1. driven on the **road** by anyone who does not hold a valid UK or EU driving licence to drive the vehicle.
 - 2. driven on any **road** outside the golf course, unless being carried on a purpose built trailer to or from the golf club or while using a recognised **road** crossing between holes on a golf course.
 - 3. used on a **road** unless the vehicle is road legal.
11. a) Accidental **damage** to glass at the **premises** all being plain sheet or plain plate glass unless stated otherwise in the schedule including the cost of boarding up and any lettering and artwork.
- b) Accidental **damage** to
- i) the contents of display windows;
 - ii) windows and doorframes, vitrolite, marble, marmarile and similar materials, intruder alarm foils and other detection devices and circuits;
 - iii) electric light fittings; or
 - iv) neon and illuminated signs
- as a direct result of accidental **damage** to glass provided that **our** liability will not exceed **GBP10,000** in any one **period of insurance**.
12. Accidental **damage** of fixed sanitaryware but not **damage**
- i) in vehicles, vending machines or to **stock** in trade.
 - ii) in any **building** which is **unoccupied** or not in use for more than 30 days unless specifically agreed by **us**.
 - iii) in transit or while being fitted.
 - iv) due to settlement, expansion or contraction of frames or fittings in **buildings** under construction and during a period of six months after the date of completion.
 - v) existing before the start of the **period of insurance**.
 - vi) of neon and illuminated signs and electric light fittings.

Section 1 – Material damage

- vii) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
 - viii) of bulbs or tubes unless the signs or fittings are also damaged.
 - ix) caused by fire or explosion.
13. **Theft or attempted theft** but not **damage**
- i) which does not involve
 - a) entry to or exit from a **building** by forcible and violent means; or
 - b) actual or threatened assault or violence.
 - ii) from any part of the **building** not occupied by **you** for the purpose of the **business**.
 - iii) to property in transit.
 - iv) to **money** and securities of any description.

For the purpose of this cover **building** does not include walls, gates, fences, yards, car parks, roads, pathways and loading bays.

14. **Subsidence, ground heave or landslip** of any part of the site on which the property stands but not **damage**
- i) to yards, car parks, roads, pavements, walls, gates and fences unless also affecting the structure of a **building**.
 - ii) caused by
 - a) normal **settlement** or bedding down of new structures.
 - b) **settlement** or movement of made up ground.
 - c) coastal or river erosion.
 - d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.
 - iii) which originated before the inception of this cover.
 - iv) resulting from
 - a) demolition, construction, structural alteration or repair of any property; or
 - b) groundwork or excavation at the same **premises**.

Excess

An **excess** applies to the covers under this section as shown in the schedule or policy.

Clauses

1. **Accidental damage to greens**
We will pay for accidental **damage** occurring during the **period of insurance** to greens caused by the application of fertilizers or chemicals when applied in the incorrect ratios, which have been specified by the manufacturers of the product(s), by **your employee**. The maximum **we** will pay is **GBP100,000** in total in any one **period of insurance**.
2. **Additional metered water or oil charges**
The insurance covers additional metered water or domestic heating oil charges **you** incur as a result of accidental **damage** occurring during the **period of insurance** by an insured cover to the water installation or fixed heating installation at the **premises** insured by this policy.
We will calculate the amount to be paid by comparing the charge made by the water suppliers for the period during which the **damage** occurred with the charges for the previous period, adjusted for any relevant factors affecting **your** consumption of water during the periods concerned.
We will not pay more than **GBP50,000** in all for any one **period of insurance** excluding the cost or value of metered water or heating oil lost when the **premises** are **unoccupied**.
3. **Additions**
The insurance extends to include accidental **damage** occurring during the **period of insurance**

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 1 – Material damage

by an insured cover to

- a) any newly acquired or built property which is not insured elsewhere; and
- b) alterations, additions and improvements to **property insured** but not increases in value anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Cover under this clause in any one situation is limited to 15% of the sum insured on **buildings** and **general contents** or **GBP500,000** whichever is the lesser amount. **You** must advise **us** of all such additional property within 6 months and pay the appropriate additional premium from the date on which the items become **your** responsibility.

Once the premium has been paid for the additional property, the provisions of this clause are reinstated.

No retrospective cover is permitted in respect of Section 11- Terrorism if shown as insured in the schedule.

4. **Automatic reinstatement after a loss**

Unless **we** advise **you** to the contrary **our** liability will not be reduced by the amount of any loss as long as

- a) **you** pay the appropriate additional premium for reinstatement of cover; and
 - b) **you** carry out any reasonable recommendations **we** put forward to prevent further loss.
- If the **damage** is by theft (if insured), automatic reinstatement will apply once in each **period of insurance**.

5. **Cancellation and Abandonment**

We will cover **you** for irrecoverable costs and expenses following cancellation, curtailment or abandonment of official club **members'** competitions held at the **premises** which are due to take place during the **period of insurance** from any cause beyond **your** control provided confirmation is presented in writing to **us** by any person (other than the head groundsman) having no financial or other interest in the events or by an independent referee.

We will not cover **you** for

- a) withdrawal insufficiency or lack of finance howsoever caused;
- b) failure to pay, financial failure or default, insolvency, bankruptcy, liquidation, winding up administration or arrangement with creditors;
- c) lack of or inadequate response or support or withdrawal of support by any persons business or organisation whether or not they are party to the insurance;
- d) any loss directly or indirectly arising out of contributed to by or due to the occurrence of any disease or discovery of any organism which could cause a disease.

The maximum **we** will pay for this cover is **GBP10,000** in any one **period of insurance**.

6. **Changes of temperature**

We will pay for accidental **damage** to the **property insured** caused by change of temperature resulting from accidental **damage** to the refrigerating plant, air conditioning plant or connected electrical plant or apparatus as a result of the operation of an insured cover.

7. **Compulsory course alteration**

We will cover **you** for costs incurred for realignment of a golf tee or green following official enforcement by local authority. The maximum **we** will pay is **GBP100,000** in total in any one **period of insurance**.

8. **Contract price**

If goods sold but not delivered for which **you** are responsible suffer accidental **damage** and as a result the sale contract is cancelled either wholly or to the extent of the **damage**, **our** liability will be based on the contract price.

Section 1 – Material damage

9. Contracting purchaser's interest

If at the time of **damage**, **you** have contracted to sell **your** interest in any **building** insured and the purchase has not been but will be completed, the purchaser on completion will be entitled to benefit under this policy without prejudice to the rights and liabilities of **you** or **us** from the date of the **damage** until completion as long as the purchaser has not otherwise insured the **building** against such **damage**.

10. Course and garden furniture

We will pay for accidental **damage** occurring during the **period of insurance** by any of the insured covers to course and garden furniture signs and garden ornaments in the open at the **premises**. The maximum **we** will pay is **GBP1,000** any one item and **GBP25,000** in total in any one **period of insurance**.

11. Customers' goods

If **you** have intimated to **your** customers that **you** have accepted responsibility for **damage** to their goods or goods for which they may be legally responsible and which are temporarily in **your** custody and control, **we** agree that all such goods will be held to be insured by this policy as **stock** unless they are more specifically insured elsewhere.

12. Damage to gardens by emergency services

We will cover **you** for the cost of restoring **damage** to gardens, lawns, trees and shrubs at the **premises** caused by the fire brigade or other emergency services attending the **premises** as a result of **damage** at the **premises**. **We** will not pay more than **GBP10,000** any one loss.

13. Debris including stock removal

The sum insured for each item of **property insured** includes costs and expenses **you** necessarily incur with **our** consent for

- a) removing debris from;
- b) dismantling or demolishing;
- c) shoring or propping up; and
- d) boarding up

those parts of the **property insured** damaged by any cover insured occurring during the **period of insurance** and within the **territorial limits**.

We will not pay more than the sum insured for each item.

We will not pay for any costs or expenses

- i) incurred in removing debris except from the site of property damaged and the area adjacent to it;
- ii) arising from **pollution or contamination** of property not insured by this policy; or
- iii) for **damage** which occurred before the granting of cover under this insurance.

14. Designation

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

15. Employee's alternative accommodation

Where the **premises** are partly occupied by **your employee** for residential purposes and:

- a) the **premises** sustain accidental **damage** occurring during the **period of insurance** and made uninhabitable by any of the insured covers provided under this section ; or
- b) the **employee** is denied access to the residential portion of the **premises** by such **damage**.

We will cover **you** for the additional costs incurred by the **employee** or **you** during the period necessary to restore the residential portion of the **premises** to a habitable condition or whilst access thereto is denied.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 1 – Material damage

The maximum **we** will pay for this cover is **GBP150** per week and **GBP10,000** in total in any one loss.

16. Exhibitions

We will cover **you** for accidental **damage** occurring during the **period of insurance** by any insured covers to **general contents** and **stock** whilst at any exhibition premises and while in transit to and from in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man with a maximum liability of **GBP12,500** in any one **period of insurance**.

17. European Union and public authorities

In accordance with the following special conditions, the insurance by this section extends to include the additional cost of reinstatement incurred solely by reason of the necessity to comply with the stipulations of

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

for the damaged **buildings** and for upgrading any undamaged portions of **buildings** but excluding the following.

- i) The cost incurred in complying with the stipulations
 - a) for **damage** occurring before the inception of this clause;
 - b) for **damage** not insured by the section;
 - c) under which notice has been served on **you** before the happening of the **damage**;
 - d) for which there is an existing requirement, which has to be implemented within a given period; or
 - e) for property entirely undamaged by any insured cover.
- ii) 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 the stipulations not arisen.
- iii) The amount of any charge or assessment arising out of capital appreciation which may be payable for the **buildings** or by its owner by reason of compliance with the stipulations.

Special conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay, and in any case must be completed within twelve months after the **damage** or within any further time that **we** may allow (during the twelve months), and may be carried out upon another site (if the stipulations require it) with **our** liability under this clause not being increased by this.
2. If **our** liability under any item of the section, apart from this clause, is reduced by the application of any of the terms and conditions of the policy, then **our** liability under the clause will be similarly reduced.
3. The total amount recoverable under any item of the section for this clause will not exceed
 - i) for the damaged **buildings**
 - a) 15% of its sum insured;
 - b) where the sum insured by the item applies to property at more than one premises, 15% of the total amount for which **we** would have been liable had the **buildings** at the **premises** where the **damage** has occurred been wholly destroyed; or
 - ii) for undamaged portions of property (other than foundations), 15% of the total amount for which **we** would have been liable had the **buildings** at the **premises** where the **damage** occurred been wholly destroyed.

Section 1 – Material damage

4. The total amount recoverable under any item of the policy will not exceed its sum insured.
 5. All the terms and conditions of the policy, except where they are varied by this clause, will apply as if they had been incorporated in it.
18. **Fire extinguishing expenses**
We will pay the reasonable costs incurred by **you** for
- a) refilling fire extinguishing appliances and replacing used sprinkler heads solely following accidental **damage** insured by this section and occurring during the **period of insurance**
 - b) extinguishing operations in order to minimise loss.
19. **Fire extinguishing appliances**
If **you** maintain fire extinguishing appliances at the **premises**, **you** must ensure all appliances are in efficient working order and remedy promptly any defects.
Providing **you** do this, **we** agree **we** will not invalidate this policy because of any defect in any of the appliances due to circumstances unknown to or beyond **your** control.
20. **Goods in transit**
We will pay for accidental **damage** occurring during the **period of insurance** by an insured cover to **general contents, course maintenance equipment, cups and trophies, hired in plant, irrigation equipment, all other contents, stock** and **other property** in transit anywhere within the **territorial limits** by any conveyance operated by **you, your employees**, principals, directors, officers or **members** but **we** will not cover **you** for:
- a) **employees**, principals, directors, officers or **members** personal effects, clothing pedal cycles, tools or instruments.
 - b) **damage to general contents, course maintenance equipment, cups and trophies, hired in plant, irrigation equipment, all other contents, stock** and **other property** unless such property is insured by this *Section 1 – Material damage*.
 - c) theft from any unattended conveyance unless
 - i) unless all windows doors and other openings are closed properly, fastened and locked and any immobiliser cut out steering lock or alarm is correctly set to operate; and
 - ii) for theft occurring between the hours of 21:00 and 07:00, unless the conveyance is housed in a securely locked building or guarded security compound.
- The maximum **we** will pay for any one loss is **GBP5,000**.
21. **Hired in plant charges**
In the event of accidental **damage** occurring during the **period of insurance** to any item of **course maintenance equipment**, machinery or plant by an event covered under this policy which gives rise to a valid claim payable by **us**, **we** will cover **you** for the costs of hire charges for which **you** are responsible in connection with the hire of a similar item of **course maintenance equipment**, machinery or plant to that having incurred **damage** for the period it cannot be used solely as a result of the **damage**.
- We** will not cover **you** for:
- i) any costs incurred for a period greater than 3 months starting from the date when the **damage** occurred
 - ii) any costs incurred after the date of the claim settlement indemnifying **you** for the **damage** to the **course maintenance equipment**, machinery or plant
- whichever comes first.
The maximum **we** will pay is **GBP25,000** any one loss.

Section 1 – Material damage

22. **Hired in plant uplift**

In addition to the **Course Maintenance Equipment**, plant or machinery included within the Sums Insured specified in the schedule, **we** will extend this **policy** to cover **you** for items of **Hired in Plant** by **you** whilst under **your** custody and control.

We will not cover **you** for **damage** to any **Hired in Plant** not secured in accordance with Condition 3 Course maintenance equipment and golf buggy security .

We will cover **you** for accidental **damage** occurring during the **period of insurance** to items of **Hired in Plant** and the maximum **we** will pay for this additional uplift is **GBP50,000** any one item and **GBP100,000** in total for any one loss.

23. **Hole in One**

We will cover **you** for expenses incurred resulting from a club **member** holing their first tee shot from the medal tees of the day within 10 yards of the official length of hole whilst playing in any official club competition organised by **you** within the **territorial limits**.

Any claim under this extension must be substantiated by the Secretary of the golf club where the event takes place.

The maximum **we** will pay for this cover is **GBP500** during any one **period of insurance**. No **excess** will apply to this extension.

24. **Interest**

It is understood that other parties may have an interest in certain **property insured** by this policy. The nature and extent of this interest must be disclosed in the event of a claim..

25. **Members personal effects whilst on a tournament**

We will pay for accidental **damage** occurring during the **period of insurance** by any of the insured covers to **members'** personal effects (*but excluding golf trollies, power trollies or personal golf buggies*) whilst deposited at any golf clubhouse, other than at **your** insured **premises**, whilst being visited as a representative of **you** and this cover is only operative during active playing times provided that the **member** is not entitled to cover under any other policy of insurance.

We will not cover **you** for theft or any attempted theft of property contained in or on any vehicle.

The maximum **we** will pay is **GBP1,500** any one person and **GBP50,000** in total in any one loss and an applicable **excess** of **GBP25** per person applies and not as otherwise stated in the schedule.

26. **Mortgagees**

The act or neglect of any mortgagor or occupier of any **building** insured which increase the risk of **damage** without the authority or knowledge of any mortgagee will not prejudice the interest of the latter party (parties) in this insurance as long as they notify **us** as soon as reasonably practicable on becoming aware of such increased risk and pay an additional premium if required.

27. **Non- invalidation**

This insurance will not be invalidated by any act, omission or alteration whereby the risk of **damage** is increased unknown to or beyond **your** control, provided that as soon as reasonably practicable after **you** become aware of it **you** tell **us**.

We will have the right to amend the premium, terms, conditions and exclusions of this policy, or may exercise **our** right to cancel this **policy** in accordance with General Condition 4 Cancellation-our rights.

Section 1 – Material damage

28. Plants and Trees

We will pay for accidental **damage** occurring during the **period of insurance** by any of the insured covers to plants and trees at the insured's premises. The maximum **we** will pay is **GBP10,000** in total in any one **period of insurance**.

29. Playing greens, tees and closely mown areas

We will pay for accidental **damage** occurring during the **period of insurance** by any of the insured covers including the cost of repair and debris removal following accidental **damage** to playing greens, tees and closely mown areas (in play).

We will not cover **you** for

- a) **damage** to newly seeded or constructed greens and tees until they are suitable for play and in use.
- b) **damage** caused by falling trees unless as a consequence of storm.
- c) **damage** to bunkers (including loss of sand contained within the bunker).

The maximum **we** will pay is **GBP200,000** any one loss and **GBP500,000** in total in any one **period of insurance**.

30. Pollution clean-up costs

Regardless of Exclusion 2 of this section, **we** will cover **you** for additional expenses incurred resulting from **pollution or contamination** to your **property insured** or **premises** from a sudden and identifiable event caused by

- i) **pollution or contamination** which itself results from any cover insured (other than cover 10); or
- ii) any cover insured (other than cover 10) which itself results from **pollution or contamination**

provided it is not otherwise excluded.

We will by payment, or at **our** option by reinstatement or repair, indemnify **you** for such **damage** including clean-up costs and expenses necessarily incurred by **you** with **our** prior consent, including the removal of debris from the site of the property damaged and the area immediately adjacent to the site, including the necessary cleaning of drains and sewers as a result of **pollution or contamination**.

We will not be liable for:

- a) the first **GBP350** of loss
- b) **pollution or contamination** resulting in damage or contamination to any river, stream or other water course flowing through the **premises**

The maximum **we** will pay is **GBP25,000** in total in any one **period of insurance**.

31. Professional fees

The sum insured for each **building**, block of flats and machinery item described in the schedule includes an amount for professional fees necessarily incurred in reinstating or repairing the **property insured** following **damage** covered by this section.

We will not cover **you** for fees

- i) more specifically insured; or
- ii) incurred in preparing a claim.

32. Property at other locations

This insurance applies to the following **property insured** while it is not on the **premises** except that

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 1 – Material damage

- a) the insurance applies only if the **property** is not otherwise insured;
- b) this extension applies only to accidental **damage** occurring within Great Britain, Northern Ireland, , the Channel Islands or the Isle of Man; and
- c) **our** liability for any one loss will not exceed the limit shown.

Property and location

- A. Computer records, documents, manuscripts and business books at any location and while in transit with a limit of **GBP25,000**.
- B. **Stock** (excluding goods held in trust) at any location used by **you** for storage with a limit of
 - i) **GBP25,000** for theft or attempted theft; and
 - ii) 15% of the **stock** sum insured but not exceeding **GBP500,000** for other covers.
- C. **Other property** (excluding vehicles licensed for road use) at any location to which the **property insured** has been temporarily removed for cleaning, renovation or repair and whilst in transit with a limit of
 - i) **GBP25,000** for theft or attempted theft; and
 - ii) 15% of the **other property** sum insured but not exceeding **GBP500,000** for other covers.

33. Re-erection

The insurance within the limits of the sum insured for **general contents** includes the cost of re-erection and fixing machinery and plant because of accidental **damage** covered by this policy.

34. Reinstatement

In accordance with the following special conditions, the basis upon which **we** will calculate the amount payable for **property insured** by all items, other than **stock, special classes of vehicles**, pedal cycles and personal effects belonging to **employees**, principals, directors, officers, **members**, customers and visitors or rent, will be the reinstatement of the property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

For this purpose “reinstatement” means

- a) the rebuilding or replacement of property damaged which may be carried out in any manner suitable to **your** requirements or on another site as long as **our** liability is not increased; or
- b) the repair or restoration of property damaged.

For **special classes of vehicles** the basis of settlement shall be:

- i) the repair of the **damage** and the restoration of the damaged portion of the vehicle to a working condition, substantially the same but not better or more extensive than its condition when new
- ii) where the vehicle is lost, destroyed or damaged beyond repair its replacement with one of the same make, model, age as the one immediately before the **damage** occurred or if that is impossible, replacement by a vehicle of similar age and specification to the vehicle that was damaged.

For **stock**, pedal cycles and personal effects belonging to **employees**, principals, directors, officers, members, customers or visitors the basis of settlement shall be:

- i) the repair of the **damage** and the restoration of the damaged portion to a working condition, substantially the same but not better or more extensive than its condition when new

Section 1 – Material damage

- ii) where the item is lost, destroyed or damaged beyond repair its replacement with one of the same age as the one immediately before the **damage** occurred or if that is impossible, replacement of a similar age and specification to that which was damaged.

Special conditions

1. **Our** liability for the reinstatement of property partly damaged will not exceed the amount which would have been payable had such property been wholly destroyed.
 2. No payment beyond the amount which would have been payable in the absence of this clause will be made
 - a) unless reinstatement commences within 12 months of the **damage** or longer period if agreed in writing by **us** ..
 - b) until the cost of reinstatement will have been actually incurred.
 - c) if the **property insured** at the time of its **damage** will be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement.
 3. All the other terms and conditions of the policy will apply for any claim payable under this clause so far as they are able.
35. **Rent**
If **we** cover rent of **buildings** which suffer accidental **damage** occurring during the **period of Insurance** by any of the insured covers, **we** will pay
- a) for rent receivable, the actual reduction in rent received solely in consequence of the **damage**.
 - b) for rent payable, the amount of rent which continues to be payable by **you** for the **building** or parts of the **building** whilst unfit for occupation in consequence of the accidental **damage**.
- Our** liability will be limited to the loss suffered within the period of rent insured as shown in the schedule which starts from the date of the **damage**.
36. **Seasonal stock increase**
We will automatically increase the sum insured(s) shown in the schedule for any item of **stock** by 50% during the period 1st December to 15th January each year and for a period of 2 weeks prior to and 1 week following any bank holiday occurring during the **period of insurance**.
37. **Subrogation waiver**
In the event of a claim arising under this policy, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against
- a) any company standing in the relation of parent to subsidiary (subsidiary to parent) to **you** as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**; or
 - b) any company which is a subsidiary of a parent company of which **you** are a subsidiary as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**.
38. **Theft cover**
Any cover for theft or attempted theft includes
- a) the cost of repairing accidental **damage** occurring during the **period of insurance** to the **buildings** (whether or not the **buildings** are insured under this section) if **you** are responsible for the repairs and the **damage** is not otherwise insured; and
 - b) the reasonable expenses incurred in replacing locks and keys to the **buildings** or safes and strongrooms
 - i) following a hold-up accompanied by violence or threat of violence whilst such keys are in **your** personal custody or that of any of **your** directors, partners or authorised **employees**;

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 1 – Material damage

- ii) involving entry to or exit from the **premises** by forcible and violent means; or
- iii) involving entry to or exit from **your** residence or that of any of **your** directors, partners or authorised **employees** by forcible and violent means.

39. Trace and access

In the event of accidental **damage** resulting from escape of water as covered by this policy, **we** will pay

- a) the costs necessarily incurred in locating the source of such **damage** and subsequently making good; and
- b) the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.

We will not pay more than **GBP50,000** in all for any one **period of insurance**.

40. Underground services

We will pay for

- a) accidental **damage** occurring during the **period of insurance** by any of the insured covers to underground water, gas, oil, drain or sewer pipes and underground electricity or telephone cables which extend from the **premises** to the public mains and for which **you** have responsibility for repair or reinstatement; and
- b) **costs and expenses** incurred in clearing and cleaning drains, gutters, sewers, drain inspection covers and similar underground service areas for which **you** are responsible in consequence of any cover insured by this section.

We will not pay more than **GBP25,000** in any one **period of insurance**.

41. Walls, Gates and Fences

We will pay for accidental **damage** occurring during the **period of insurance** by any of the insured covers to wall, gates and fences situated at the **premises**. The maximum **we** will pay is **GBP50,000** in total in any one **period of insurance**.

42. Wedding attire, presents and guest effects

We will cover **you** for accidental **damage** occurring during the **period of insurance** by any of the insured covers to wedding attire, wedding presents and guest's effects at the **premises**.

The maximum **we** will pay is **GBP2,500** any one loss and **GBP10,000** in total in any one **period of insurance**. An applicable **excess** of **GBP100** any one loss applies and not as otherwise stated in the schedule.

43. Wedding cancellation or rearrangement costs

We will cover **you** for hotel costs paid or legally payable following the necessary and unavoidable cancellation of the wedding including accommodation costs of the bride, bridegroom and their parents caused by;

- a) death accident bodily injury or illness of the bride bridegroom or any direct relative evidenced in writing in the form of a doctor's certificate;
- b) redundancy of the bride, bridegroom or parents qualifying for statutory redundancy payment occurring at least 3 months after the date of booking;
- c) jury service or witness summons requiring the bride, bridegroom or parents to attend.
- d) fire, storm, flood, theft or malicious damage rendering the home of the bride, bridegroom or parents uninhabitable.

We will not cover **you** for

- 1. circumstances known at the time of booking which are likely to give rise to cancellation or rearrangement;
- 2. lack of funds after the date of booking (other than for redundancy);
- 3. a change of mind to marry by the bride or bridegroom;
- 4. any amount recoverable from any other source;

Section 1 – Material damage

5. any amount in excess of the additional cost or rearrangement in the event that the wedding is postponed or rearranged at the golf club.

The maximum **we** will pay is **GBP5,000** any one loss and **GBP10,000** in total in any one **period of insurance**.

In addition to the above sum insured **we** will cover **you** for costs paid or legally payable for wedding office registrars following cancellation of a wedding ceremony at the **premises**. The maximum **we** will pay is **GBP500** any one loss and **GBP2,000** in total in any one **period of insurance**.

44. **Workmen and alteration to the premises or business**

Workmen and tradesmen are allowed in or about the **premises** for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance, but **we** have insured **you** on the basis of information supplied and cover under this policy will cease if

- a) there are changes to the **premises** or the **building** in which it is located or to **your business** which may increase the risk of **damage**, liability, accident or injury; or
- b) there are changes in the occupancy or use of the **premises**.

Conditions

The following are conditions of the insurance that you need to meet as your part of the contract to which this endorsement attaches. If you do not meet these conditions, we may reject a claim payment or a claim payment could be reduced. In some circumstances your policy may not be valid.

1. **Bund wall condition**

You must ensure that

- a) all bulk storage tanks are banded in accordance with Oil Storage Regulations;
- b) banding is to a capacity of 110% of the largest tank contained within the band; and
- c) the banding is maintained at all times.

2. **Computer system records**

You must ensure that computer systems records used in connection with the **business** are backed up on a daily basis with a copy being kept elsewhere than at the **premises**.

3. **Course maintenance equipment and golf buggy security**

For theft and malicious damage cover to be operative for self-propelled **course maintenance equipment** outside of **business hours** **You** must ensure that:

- a) **Self-propelled course maintenance equipment (excluding golf buggies) stored on the course or in the open:**

Self-propelled **course maintenance equipment** of 25bhp (brake horse power) and above, stored on the course or in the open when not in use outside of **business hours**, must be immobilised by the removal of the ignition keys and in addition by use of either wheel clamps or hitch locks or removal of battery or rotor arm or by other similar means, and will be subject to an increased **excess** of **GBP2,500** any one claim.

We will not cover **you** for **damage** caused by theft or malicious damage to self-propelled **course maintenance equipment** under 25bhp (brake horse power) stored on the course or in the open when not in use outside of **business hours**.

- b) **Self-propelled course maintenance equipment (excluding golf buggies) stored in a locked compound:**

Section 1 – Material damage

Self-propelled **course maintenance equipment** of 25bhp (brake horse power) and above stored in a locked compound when not in use outside of **business hours**, must be immobilised by the removal of the ignition keys and in addition by the use of either wheel clamps or hitch locks or removal of battery or rotor arm or by other similar means, and the standard **excess** as defined in the schedule will be applicable to any one claim.

Self-propelled course maintenance equipment under 25bhp (brake horse power) stored in a locked compound when not in use outside of **business hours** will be subject to an increased **excess** of **GBP2,500** any one claim.

c) **Self-propelled course maintenance equipment (excluding golf buggies) stored in a locked building:**

For all self-propelled **course maintenance equipment** stored in a locked building when not in use outside of **business hours** the standard **excess** as defined in the schedule will be applicable to any one claim.

d) **Golf buggies stored in the open or in a locked compound:**

Golf buggies owned or leased by **you** which are stored outside in the open or within a locked compound outside of **business hours** must be immobilised by the removal of the key (if present) and in addition one of the following physical security methods must be in operation, will be subject to an increased **excess** of **GBP1,500** any one claim:

- a) chain placed through the axle or chassis of the golf buggy and secured to a fixed post, bollard or retractable bollard by a closed shackle padlock
- b) the application of a pedal lock
- c) the application of a buggy wheel clamp
- d) the application of other physical security by similar means to those stated above and agreed by **us** prior to inception of **your** policy.

e) **Golf buggies stored in a locked building:**

For golf buggies stored in a locked building when not in use outside of **business hours** the standard **excess** as defined in the schedule will be applicable to any one claim.

4. **Day one basis (non-adjustable)**

The insurance for the clubhouse buildings, outbuildings, general contents, course maintenance equipment, irrigation equipment and computer equipment as indicated in the schedule are in accordance with the following.

1. The premium on each item has been calculated on the declared value calculated by **you**.

“Declared value” will mean **your** assessment of the cost of reinstatement of the **property insured** in a condition equal to but not better or more extensive than when new at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with allowance if required for

- a) the additional cost of reinstatement to comply with public authority requirements;
- b) professional fees; and
- c) debris removal costs.

2. At the beginning of each **period of insurance**, **you** will notify **us** of the declared value of the **property insured** by each of the item(s). In the absence of such declaration, **we** will take the last amount declared by **you** as the declared value for the next **period of insurance**.

Section 1 – Material damage

5. Electrical circuits condition

The following is a condition of **our** liability.

- a) All fixed electrical circuits at the **premises** must be tested at least every five years by a member of the National Inspection Council for Electrical Installation Contracting (NICEIC), or the Electrical Contractors Association (ECA), or the ECA of Scotland (SELECT) to ensure that it meets current IET (The Institution of Engineering and Technology) Regulations and that an inspection certificate is issued following inspection.
- b) Any defects identified must be remedied in accordance with the regulations of the IET within 30 days of the issue of the certificate, or another date as may be agreed by **us** if requested by **you**.

6. Fireproof doors

You must ensure that all fireproof doors and shutters at the **premises** are kept closed except during working hours and will be kept in efficient working order during the **period of insurance**.

7. Flat roof & gutters inspection condition

You must ensure that twice a year (once during Spring and once during Autumn):

- a) all external guttering, gullies and down-pipes at the **premises** are inspected for damage and blockages;
- b) all flat roofed areas at the **premises** are checked to ensure they are weather-tight and in good condition; and
- c) any damage or blockage discovered is repaired by a competent contractor and any waste matter removed immediately.

In addition to the above **you** must ensure that for cover number 5 - Storm, of Section 1 - Material Damage of this policy that all flat felted roofs forming part of the **buildings** are inspected no less than once every two years by a qualified builder or surveyor and any defects identified by that inspection repaired within sixty days of inspection.

8. Intruder alarm *(this clause is only operative if an intruder alarm is noted in the schedule)*

You must ensure that

1. the **alarmed premises** are protected by the **intruder alarm system** whenever they are closed for business or left unattended.
2. the **intruder alarm system** is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed with **us**.
3. no alteration to or substitution of
 - a) any part of the **intruder alarm system**;
 - b) the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**; or
 - c) the maintenance contractwill be made without **our** written agreement.
4. no structural alteration of or changes in the layout to the **premises** that could affect the operation of the **intruder alarm system** will be made without **our** written consent.
5. the **alarmed premises** will not be left without at least one **responsible person** on them without **our** agreement
 - a) unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation; or
 - b) if the police have withdrawn their response to alarm calls.
6. all keys to the **intruder alarm system** are removed from the **premises** when they are left unattended.
7. the **keyholders** will keep all codes for the operation of the **intruder alarm system** secret and will not leave details of them on the **premises**.

Section 1 – Material damage

8. **you** will appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the police and the alarm company who are contracted to maintain the alarm.
9. if the **intruder alarm system** is activated or the communication signal interrupted then (unless alternative procedures have been agreed with **us** in writing) a **keyholder** will attend the **premises** as soon as reasonably possible following notification and will not leave without there being at least one **responsible person** on the **premises** until the provisions of paragraph 5 have been complied with.
10. in the event of **you** receiving any notice
 - a) that police response to alarm signals/calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed;
 - b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
 - c) from the installing company or other such company as agreed by **us** that the **intruder alarm system** cannot be returned to or maintained in fully working order**you** will advise **us** as soon as possible and in any event not later than 10.00 am on the next working day and comply with all **our** subsequent requirements.

Special provision

You must ensure that before **we** agree the alarm specification and maintenance contract arrangements, **you** will comply with all the requirements detailed above as if **we** had agreed the specification and maintenance arrangements.

9. Minimum security condition

The following is a condition of **our** liability.

- a) All external doors at the **premises** and any internal doors leading to other premises must be secured by mortise deadlocks and box striking plates which conform to British Standard 3621 specification or by other locking devices agreed by **us**;
- b) All opening sections of external ground floor windows and all other windows which are accessible from roofs, fire escapes or downpipes must be fitted with key operated window locks.

Any door or window officially designated a fire exit by the fire authority is excluded from this condition.

No cover will be in operation for theft or attempted theft involving entry into or exit from the **premises** and malicious damage and fire caused by arson unless

- a) the **premises** are protected to the minimum standard detailed above;
- b) security devices stipulated are in full and effective operation whenever the **premises** are left unattended; or
- c) the **premises** have been surveyed by one of **our** Risk Control Surveyors and **we** have accepted alternative levels of security.

10. Portable space heater

You must ensure that any portable space heater

- a) is not sited in passageways and other places where it is liable to be overturned or affected by mechanical damage;
- b) is not sited in areas where flammable atmospheres are habitually or intermittently present;
- c) is not sited on combustible floors or surfaces; and
- d) is kept clear of combustible materials and is provided with a guard to maintain a clear space of at least 1 metre around it.

11. Racks and stillage condition

You must ensure that stock contained in the lowest storey of the buildings must be kept on racks or stillages at least 15 centimetres above the surface of the floor.

12. Trailers, attachments and non-propelled machinery

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 1 – Material damage

Damage caused by theft or attempted theft or malicious damage to trailers, attachments and other non-propelled machinery items outside of **business hours** is included provided that these items are stored within a locked building.

For trailers, attachments and other non-propelled machinery items outside of **business hours** not stored in a locked **building** the maximum **we** will pay for **damage** caused by theft or malicious damage is **GBP1,000** any one item.

13. Waste

You must ensure that any combustible trade waste including oily and/or greasy wipes and cloths which remain in the **buildings** overnight are kept in metal receptacles having metal lids and removed from the **buildings** at least once a week.

Optional clauses

(These apply only if stated in the schedule)

The following are conditions of the insurance that you need to meet as your part of the contract to which this endorsement attaches. If you do not meet these conditions, we may reject a claim payment or a claim payment could be reduced. In some circumstances your policy may not be valid.

1. Automatic fire alarm

It is a condition of **our** liability to pay claims in respect of **damage** caused by fire that the **buildings** are protected by an automatic fire alarm system installed on the **premises** and **you** undertake to keep the installation in efficient working order.

You must ensure that **you**:

- a) make a test every day (holidays excepted) for the purpose of checking the condition of the batteries, the brigade connection and all detector circuits;
- b) obtain promptly a quarterly report from the installing engineers and remedy any defect revealed and make the report available to **our** representatives when required;
- c) advise the installing engineers as soon as practicable of any serious disablement, disconnection or temporary disuse of the installation (except during actual testing) and keep a note of this together with a note of the length of time the installation was not working for examination by **our** representatives when required;
- d) notify **us** as soon as reasonably practicable of the removal of any automatic fire alarm installation for which a discount has been allowed and undertake to return a pro rata share of the discount for the unexpired time.

Providing **you** do this, **we** agree **we** will not invalidate this policy because of any defect in the automatic fire alarm installation due to circumstances unknown to or beyond **your** control.

2. Cooking equipment

If in relation to any claim for **damage** to the **property insured** caused by or resulting from fire or explosion, **you** have failed to fulfil any of the following conditions, **you** will lose **your** right to indemnity or payment for that claim.

Where **cooking equipment** is located within the **premises**:

- a) all **cooking equipment** must be installed, operated and maintained in accordance with the manufacturer's instructions;
- b) no **cooking equipment** using fats, oils or coals must be left without a competent person remaining continuously near the **cooking equipment**, either in full view of it or positioned where they are able to take action to prevent, extinguish or control a fire starting from such equipment while the heat source is operating;
- c) all equipment used for frying by immersing in fat or oil must be fitted with:

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 1 – Material damage

- i) a cooking thermostat which prevents the temperature of fat or oil exceeding 205 degrees centigrade (401 degrees Fahrenheit);
- ii) a separate high temperature limit thermostat without automatic resetting, which must be immersed in oil to ensure it works as required, to shut off the heat source if the temperature of fat or oil exceeds 225 degrees centigrade (440 degrees Fahrenheit), and

gas heated equipment is additionally fitted with a flame failure cut-off device;

- d) an emergency shut-down device for the fuel supply and the extraction system is fitted in a position remote from the **cooking equipment**;
- e) all **cooking equipment** including flues and extract system ducting, must be kept from contact with and not in close proximity to combustible material including any such material within or forming part of the **buildings**;
- f) suitable fire extinguishers and/or blankets must be kept in the frying and cooking area and staff are fully trained how to use them;
- g) all extract hoods, canopies, canopy exhaust plenums, filters and grease traps must be thoroughly cleaned over their entire internal and external areas by the removal of all greasy and oily deposits and other waste materials at least every month;
- h) the entire internal area of all flues and extract system ducting, including extraction motors and fans must be thoroughly cleaned in accordance with the “HVCA Guide to Good Practice TR/19 - Internal Cleanliness of Ventilation Systems” by a **qualified contractor**, who must provide a written report with photographs to evidence the condition of the ductwork before and after cleaning, together with the removal of all greasy and oily deposits and other waste materials, at least annually or at a frequency recommended by a **qualified contractor**;
- a) if the entire internal areas of all flues and extract system ducting, including extraction motors and fans, have not been so cleaned in accordance with clause h) above within six months before the inception of this insurance or the addition of this condition, then they must be so cleaned in accordance with clause h) above within thirty days of the inception of this insurance or the addition of this special condition, and at least annually thereafter or at a frequency recommended by a **qualified contractor**.

3. **Sprinkler installations and fire extinguishing appliances maintenance**

It is a condition precedent to **our** liability to pay claims in respect of **damage** caused by fire that **You** must ensure that **you** maintain both the automatic sprinklers and fire-extinguishing appliances in full working order at all times and **you** must:

- a) arrange a weekly test to check that the alarm gong is working and that the stop valves controlling the individual water supplies and the installation are fully open.
- b) arrange quarterly or half-yearly tests if **we** require for the purpose of checking that each water supply is in order. **You** must record the results of each test.
- c) arrange a weekly test to check the condition of the fire brigade connection and the batteries for each approved system for sending alarm signals from sprinkler installations to the fire brigade.
- d) test every day (holidays excepted) to check the condition of the circuit between the alarm switch and the control panel.
- e) remedy promptly any defect revealed by such tests.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 1 – Material damage

Providing **you** do this, **we** agree **we** will not invalidate this policy because of any defect in any of the automatic sprinklers or appliances due to circumstances unknown to **you** or beyond **your** control.

Exclusions

This section does not cover the following:

1. **Marine policies**
Damage to property which is insured by or would but for the existence of this insurance be insured by any marine policy or policies except for any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
2. **Pollution or contamination**
Damage caused by **pollution or contamination**.
However, **we** will cover **damage** to the **property insured** caused by
 - a) **pollution or contamination** which itself results from any cover insured (other than cover 10); or
 - b) any cover insured (other than cover 10) which itself results from **pollution or contamination**
provided it is not otherwise excluded.
3. **Consequential loss**
Consequential loss of any kind except loss of rent when such loss is included in the cover under this section.
4. **Collusion**
We will not cover **you** for loss, destruction or damage by theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors, officers, **members** or **employees** or any member of **your** family or any other person lawfully at the **premises**.

Section 2 – Business interruption

This cover is optional and only applies if stated as covered in the schedule

Definitions

The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions and definitions at the start of this section.

Note 1

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

Note 2

For the purpose of these definitions any adjustment implemented for current cost accounting will be disregarded.

Customers

The companies, organisations or individuals with whom, at the time of the **incident**, **you** have contracts or trading relationships to supply goods or services.

Incident

Damage to property used by **you** at the **premises** for the purpose of the **business**.

Indemnity period

The period beginning with the occurrence of the **incident** and ending not later than the **maximum indemnity period** thereafter during which the results of the **business** will be affected in consequence of the **incident**.

For Clause 8. Loss of Licence

The period during which **your business** is affected starting on the date of the loss of **licence** and ending not later than 12 weeks thereafter in total in any one **period of insurance**, irrespective of the number of premises insured, during which time the results of **your business** is affected as a result of the loss of **licence**.

Provided that if the **premises** are disposed of within 12 weeks after the loss of **licence** the indemnity period shall terminate either

1. upon disposal OR
2. 12 weeks from the loss of **licence**

whichever is earlier.

Licence

The licence or club members certificate required for the sale of alcohol.

Maximum indemnity period

As stated in the schedule.

Other property

Any other items of property not specifically insured which **you** have advised to **us** and **we** have specified on the schedule.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 2 – Business interruption

Withdrawal

Issue of a closure notice or forfeiture or suspension or withdrawal.

Section 2 – Business interruption

Insuring clause

If any **building, property insured or other property** used by **you** at the **premises** for the purpose of the **business** suffers accidental **damage** occurring during the **period of insurance** by any of the covers specified in the policy and there is a **consequential loss**, **we** will pay **you** for each item in the schedule the amount of the loss provided that

1. at the time of the happening of the **damage** there is in force an insurance covering **your** interest in the property at the **premises** against such **damage** and that
 - a) payment has been made or liability admitted; or
 - b) payment would have been made or liability admitted but for the operation of a clause in such insurance excluding liability for losses below a specified amount.
2. **our** liability under this section will not exceed
 - a) in the whole the total sum insured or for any item its sum insured or any other limit of liability stated in schedule at the time of the **damage**.
 - b) the sum insured remaining after deduction for any other **consequential loss** occurring during the same **period of insurance** unless **we** have agreed to reinstate any such sum insured.

Covers

1. **Fire, lightning and explosion** but not **consequential loss** caused by
 - i) earthquake, subterranean fire, riot, civil commotion.
 - ii) any heating process or any process involving the application of heat.
 - iii) explosion of non – domestic steam pressure machinery or equipment under **your** control.
2. **Aircraft** or other aerial devices or articles dropped from them but not **consequential loss** caused by
 - i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - ii) fire.
3. **Riot, civil commotion labour or political disturbances or malicious persons** but not **consequential loss** arising from
 - i) confiscation, requisition or destruction by order of the government or any public authority.
 - ii) stopping work.
 - iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
 - iv) theft or attempted theft directly caused by malicious persons to any **building** which is **unoccupied**.
4. **Earthquake or subterranean fire**.
5. **Storm** but not **consequential loss**
 - i) caused by lightning, frost, **subsidence, ground heave or landslip**.
 - ii) for movable property in the open, fences and gates.
6. **Flood** but not **consequential loss**
 - i) attributable solely to change in the water table level.
 - ii) caused by lightning, frost, **subsidence, ground heave or landslip**.
 - iii) for movable property in the open, fences and gates.
7. **Escape of water** from any tank, apparatus or pipe but not **consequential loss**
 - i) by water discharged or leaking from any automatic sprinkler installation.
 - ii) for any **building** which is **unoccupied**.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 2 – Business interruption

8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **consequential loss** caused by
- i) freezing whilst the **building is unoccupied** .
 - ii) explosion, earthquake, subterranean fire or heat caused by fire.
9. **Impact** by any road vehicle or animal.
10. **Accidental damage** but not
- i) **consequential loss** caused by
 - a) any of the covers specified above.
 - b) the causes expressly excluded from the covers specified above whether or not insured.
 - c) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
 - d) faulty or defective workmanship, operational error or omission on the part of **you** or any **employee** but this will not include subsequent **consequential loss** which itself results from a cause not otherwise excluded.
 - e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
 - f) change in temperature, colour, flavour, texture or finish.
 - g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.
 - h) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
 - i) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this will not exclude subsequent **consequential loss** so long as it is not excluded above.
 - j) acts of fraud or dishonesty by **your employees** or any partner, director, **member**, officer or member of **your family**, but **we** will cover subsequent **damage** which results from a **defined peril** covered by this section.
 - k) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
 - l) **damage** to a **building** or structure caused by its own collapse or cracking.
 - m) any process of production, packing, treatment, testing, commissioning, servicing or repair.
 - ii) **consequential loss** for
 - a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
 - b) vehicles licensed for **road** use including their accessories (*other than licensed special classes of vehicles and subject to the provisions of clause c below*), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

any **damage** arising while **your** licensed **special classes of vehicles** are being:

 1. driven on the **road** by anyone who does not hold a valid UK or EU driving licence to drive the vehicle.
 2. driven on any **road** outside the golf course, unless being carried on a purpose built trailer to or from the golf club or while using a recognised **road** crossing between holes on a golf course.
 3. used on a **road** unless the vehicle is road legal.

Section 2 – Business interruption

- c) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy.
 - d) glass.
11. a) Accidental **damage** to glass at the **premises** all being plain sheet or plain plate glass unless stated otherwise in the schedule including the cost of boarding up and any lettering and artwork.
- b) Accidental **damage** to
- i) the contents of display windows;
 - ii) windows and doorframes, vitrolite, marble, marmarile and similar materials, intruder alarm foils and other detection devices and circuits;
 - iii) electric light fittings; or
 - iv) neon and illuminated signs
- as a direct result of accidental damage to glass provided that **our** liability will not exceed **GBP10,000** in total.
12. Accidental **damage** to fixed sanitaryware but not **consequential loss**
- i) in vehicles, vending machines or to stock in trade.
 - ii) in any **building** which is **unoccupied** or not in use for more than 30 days unless specifically agreed by **us**.
 - iii) in transit or while being fitted.
 - iv) due to settlement, expansion or contraction of frames or fittings in **buildings** under construction and during a period of six months after the date of completion.
 - v) existing before the start of the **period of insurance**.
 - vi) of neon and illuminated signs and electric light fittings.
 - vii) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
 - viii) of bulbs or tubes unless the signs or fittings are also damaged.
 - ix) caused by fire or explosion.
13. **Theft or attempted theft** but not **consequential loss**
- i) which does not involve
 - a) entry to or exit from a **building** by forcible and violent means; or
 - b) actual or threatened assault or violence.
 - ii) from any part of the **building** not occupied by **you** for the purpose of the **business**.
 - iii) to property in transit.
 - iv) to **money** and securities of any description.
14. **Subsidence, ground heave or landslip** of any part of the site on which the property stands but not **consequential loss**
- i) to yards, carparks, roads, pavements, walls, gates and fences unless also affecting the structure of a **building**.
 - ii) caused by
 - a) normal **settlement** or bedding down of new structures.
 - b) **settlement** or movement of made up ground.
 - c) coastal or river erosion.
 - d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe.
 - iii) which originated before the inception of this cover.
 - iv) resulting from
 - a) demolition, construction, structural alteration or repair of any property; or
 - b) groundwork or excavation at the same **premises**.

Section 2 – Business interruption

Clauses

1. Additional expenses - employees' lottery win

We will cover **you** for any loss insured by this section resulting from interruption of or interference with **your business** as a result of **your employee** winning a prize on the national lottery, premium bonds or football pools provided that their win exceeds GBP100,000 but excluding losses where **your employee**

- a) has been employed by **you** for a period of less than 12 months
- b) has served notice or has been served notice of termination of their employment prior to their win
- c) has been absent from work through sickness, disability or suspension for a period of 4 weeks at the time of their win.

The cover will only apply from the date of the lottery win, premium bond win or football pools win for **your employee** and end a maximum of 12 weeks after this date.

Clause 4 Automatic reinstatement after loss does not apply to this extension.

The requirement under Insuring Clause 1 to have at the time of the **damage** an insurance policy in force covering **your** interest in the **property** at the **premises** against such **damage** will not apply to this extension.

Our liability will not exceed the amount of loss resulting from interference or interruption to **your business** for up to a maximum of 12 weeks in any one **period of insurance** or GBP50,000 whichever is the lower.

2. Additional expenses - residential employees

We will cover **you** for any additional expenses **you** necessarily incurred beyond that provided in the basis of settlement for the purpose of maintaining existing club facilities including changing rooms and accommodation for resident **employees** in consequence of accidental **damage** occurring during the **period of insurance** by any of the insured covers at the **premises**. **We** will not pay under this extension more than **GBP15,000** any one loss .

3. Additional expenses - rental charges

We will cover **you** for any additional lease or hire charges arising out of the replacement of a lease or hire agreement for property by a new agreement by similar equipment following accidental **damage** occurring during the **period of insurance** by any of the insured covers. The maximum **we** will pay for in total in any one **period of insurance** is **GBP25,000**.

4. Automatic reinstatement after loss

The sums insured stated in the schedule will not be reduced by the amount of any claim unless **we** or **you** give written notice to the contrary. However, **you** must pay the additional premium required to reinstate the sum insured.

5. Bomb hoax

We will cover **you** for loss of **revenue** following interference with **your business** occurring during the **period of insurance** as a consequence of:

- a) the **premises** or property within 1 mile of **your premises** containing or thought to contain a harmful device. Provided that the police or British Armed Forces are informed immediately by **you** and made aware of the presence or suspected presence of a harmful device;
- b) action by the police or, British Armed Forces following danger or disturbance within a radius of one mile of **your premises**, which prevents or hinders the use of the **premises** or access to it;

Provided that:

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 2 – Business interruption

- i) there is no cover for the first 24 hours of any interference with the **business**;
- ii) there is no cover for any loss arising from causes within **your** control;
- iii) this extension only applies for locations or property within the **territorial limits**;
- iv) the insurance provided by this extension shall only apply for the period starting with the occurrence of the loss and ending after 12 weeks in total, during which time the results of your business are affected.
- v)

The maximum **we** will pay for any one loss is **GBP10,000** and **GBP20,000** in total in any one **period of insurance**.

6. **Departments**

If the **business** is conducted in departments and their trading results can be calculated separately, clauses a) and b) to Appendix A and Appendix B Claims - basis of settlement) of the item on **gross profit** or **revenue** will apply separately to each department affected.

7. **Loss of attraction**

Meanings of defined terms

The following definition of Insured Perils highlighted in bold print will have the same meaning wherever it is used in this Loss of attraction extension.

Insured perils

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

We will cover **you** for

- a) any loss insured by this section occurring resulting from interruption of or interference with **your business**, for at least the franchise period of time of 12 consecutive hours resulting from accidental **damage** occurring during the **period of insurance** by the **insured perils** to property within a 1mile radius of the **premises** which causes **you** to lose custom whether the **premises** is damaged or not
- b) **consequential loss** as a result of the sudden and accidental **pollution or contamination** occurring during the **period of insurance** of any inland waterway within a 5 mile radius of the **premises** by a **polluting or contaminating substance** occurring during the **period of insurance** which solely and directly results in a fall in the **turnover** at the **premises**. **We** will not pay for any loss during the first 24 hours of the **indemnity period**.

Provided that

- i) in respect to clause a) these **insured peril(s)** are covered under Material damage cover of **your** policy in respect of the **premises**
- ii) the insurance provided by this extension shall only apply for the period starting with the occurrence of the loss and ending after 12 weeks in total in any one **period of insurance**, irrespective of the number of incidents or premises insured, during which time the results of **your business** are affected.
- iii) Clause 4 Automatic reinstatement after loss does not apply to this extension.

The maximum **we** will pay for any one loss is **GBP10,000** and **GBP20,000** in total in any one **period of insurance**.

8. **Loss of licence**

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 2 – Business interruption

We will cover you for loss of profit occurring during the **indemnity period** in the event that **your licence** which applies in respect of the **premises** shown in **your** schedule being forfeited, suspended or withdrawn or closed as a result of a closure notice being issued.

We will cover you for

- a) the loss of profit being the amount representing the amount by which the sales less relative purchases during the **indemnity period** falls short of the sales less relative purchases during the equivalent period immediately before the **withdrawal** of the **licence**
- b) any reasonable additional expenses incurred in maintaining sales during the **indemnity period** but not more than the amount of loss avoided under 1. by this additional expense less any amount saved during the **indemnity period** in respect of reduced expenses due to the event.

In adjusting the amount **we** will pay, all variations or special circumstances affecting **your business** shall be taken into account in order that the amount **we** pay **you** shall represent as nearly as practicable the results that would have been expected if the **withdrawal** of the **licence** had not occurred.

If the loss of **licence** occurs in the first years trading of the **business** the payment under 1. will be based on the rate of gross profit earned on the turnover period between the start date of the **business** and the date of the **withdrawal** of the **licence**.

If during the **indemnity period** goods are sold or services 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 sales or services will be included in arriving at the reduction in sales during the **indemnity period**.

- i) the reduction in the value of the **premises** if **you** are unable to obtain a **licence** for a period of twelve months from the date of the **withdrawal** of the **licence** and **your** selling of the **premises**.
- ii) all costs and expenses incurred by **you** with **our** written consent

Our liability for any one claim and in any **one period of insurance** will not exceed the amount stated in the schedule for Loss of Licence irrespective of the number of premises insured

We will not cover you for the **withdrawal** of the **licence** if

1. **you** are entitled to obtain payment of compensation under any legislation or Bye-law
2. alterations to the **premises** which require the consent of the licensing or other authority have been made without their consent
3. the **premises** is closed for any period not required by law
4. the **premises** is not maintained in a good state of sanitary condition or repair
5. any direction or requirement of the licensing or other authority is not complied with
6. this occurs wholly or partly by or through the misconduct, procurement, connivance, negligence or omission by **you** or by any omission by **you** to take any step necessary to keep the **licence** in force
7. prior or subsequent to the **withdrawal** of the **licence**
 - a) the **premises** are required for any public purpose OR
 - b) which arises or results directly or indirectly from any scheme of town or country planning improvement or development or the surrender or reduction or redistribution of licences required by any public authority or any alteration of the law affecting the forfeiture, granting of, or surrender of licences.

Exclusions 2 to 6 inclusive will not apply where **you** or any other claimant under this cover proves to the reasonable satisfaction of **us** that the matter was completely beyond their power or control.

Special conditions applicable to the Loss of licence to sell alcohol cover

1. **You** must tell **us** immediately and give notice in writing to **us** and supply such additional information and give such assistance as **we** may reasonably require of any
 - a) complaint against the **premises** or its management or representation by an interested party making an application for a review of the **premises licence**
 - b) proceedings against or conviction for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to his honesty moral standing or sobriety
 - c) change in the tenancy or management of the **premises**

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 2 – Business interruption

- d) transfer or proposed transfer of the **licence**
 - e) variation in the purpose for which the **premises** is used
 - f) notification of review, objection or other circumstances which may endanger the **licence**
 - g) refusal of the Licensing Authority to agree a variation of **your licence** as a result of the **premises** being situated within an area designated as a special area of cumulative development
2. In the event of **your** death bankruptcy or incapacity or desertion of the **premises** or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty moral standing or sobriety) of the manager tenant occupier designated premises supervisor or any personal licence holder who has authorised the sale of alcohol by members of **your** staff, **you** will where practicable and at **our** request provide a suitable person to replace them and who the Licensing Authority will agree the transfer of the **premises licence** to
 3. In the event of the **withdrawal** of the **licence you** will
 - a) give notice in writing to **us** within 48 hours of receiving knowledge of such event stating the grounds upon which the **licence** was forfeited, withdrawn or closed as result of a closure order
 - b) give all such assistance as **we** may require for the purpose of an appeal against such **withdrawal** and allow **us** and **our** solicitors full authority in the conduct of such proceedings
 - c) apply if practicable and if required by **us** for the granting of a new **licence** for the same or alternative premises as may enable **you** to continue the **business** in a similar or alternative form
 - d) provide a statement of **your** loss together with such documents statements and accounts as may be reasonably required by **us** to verify the same and also if required by **us** make a statutory declaration as to the truth accuracy and comprehensiveness thereof and give **us** free access to the **premises** and the books and accounts as may be necessary for ascertaining the value of the property and the goodwill of the **business**.

9. **Murder, Suicide or Disease**

We will cover **you** for any loss insured by this section during the **period of insurance** resulting from interruption of or interference with **your business** conducted by **you** at the **premises** as a result of

- a) the occurrence of any of the following specified human infectious or specified human contagious diseases

Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chicken Pox, Diphtheria, Dysentery caused by Shigella, Legionellosis, Legionnaires' Disease, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid fever, Bubonic, Septicemic and Pneumonic Plague, Rabies, Rubella, Tetanus, Tuberculosis, Typhoid Fever, Whooping Cough, Yellow Fever

manifested by any person whilst at the **premises** which directly results in the compulsory closing of the whole or part of the **premises** by order of a public authority authorised to prevent or restrict access to the **premises**

- b) murder or suicide at the **premises**
- c) bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**
- d) the discovery of vermin or pests in the **building(s)** at the **premises** that prevents the use of or part use of **your building(s)** by order of a public authority
- e) the compulsory closing of the whole or part of the **premises** by order of a public authority as a result of an accident causing a defect in the drains, toilets or sinks at the **premises**

We will not cover

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 2 – Business interruption

- i) any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured;
- ii) any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond the **premises**, or by vermin or pests being discovered in a wider geographical area beyond the **building(s)** at the **premises**
- iii) any incident involving interference or interruption with **your business** that is less than 12 consecutive hours.

Any Disease or Coronavirus exclusion shall apply to this Murder, Suicide or Disease extension of cover, except that **communicable disease** shall not include the specified human infectious or specified human contagious diseases listed under clause 1 of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause 1 have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic.

The insurance provided by this cover shall not exceed 12 weeks in any one **period of insurance** during which time the results of **your business** are affected as a result of the incident, commencing from the date of

- a) the compulsory closing of the whole or part of the **premises** (in relation to clauses 1 and 5 of this cover)
- b) the discovery of murder or suicide (in relation to clause 2 of this cover)
- c) the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
- d) the order of the public authority (in relation to clause 4 of this cover).

Our liability will not exceed the lower of either the maximum indemnity period of 12 weeks or GBP25,000 or 25% of the annual figure on which **your** sum insured is based in any one **period of insurance**, irrespective of the number of premises insured or incidents.

Clause 4 Automatic reinstatement after loss does not apply to this extension.

The requirement under Insuring Clause 1 to have at the time of the **damage** an insurance policy in force covering **your** interest in the **property** at the **premises** against such **damage** will not apply to this extension.

10. **Payments on account**

Payments on account will be made at **our** discretion during the **indemnity period** if desired.

11. **Prevention of access**

The following definition of Insured Perils highlighted in bold print will have the same meaning wherever it is used in this Prevention of access extension.

Insured Perils

Means fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

We will cover **you** for any loss insured by this section resulting from interruption of or interference with **your business** as a result of accidental **damage** by the **insured perils** to property within a 1 mile radius of the **premises** which prevents or hinders the use of the **premises** or access to it, regardless of whether the **premises** is damaged or not

Provided that

- a) these **insured perils** are covered under the Material damage cover of this policy in respect of the **premises**
- b) the insurance provided by this cover shall only apply for the period starting with the prevention of access or hinderance of use and ending after 12 weeks in total in any one **period of insurance**, irrespective of the number of incidents or premises insured, during which time the results of **your business** are affected

Section 2 – Business interruption

- c) **Our** liability for any one claim and in any one **period of insurance** is the lower of either 25% of the annual sum insured or GBP1,000,000, irrespective of the number of premises insured.

Clause 4 Automatic reinstatement after loss does not apply to this extension

We will not cover **you** where access to the **premises** is restricted or hindered as a result of

- i) any loss, destruction or damage to property from which **you** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services
- ii) any incident involving interference or interruption with your business that is less than 12 consecutive hours.

12. **Prevention of access - non damage**

We will cover **you** for any loss insured by this section resulting from interruption of or interference with **your business** where access to, exit from or use of the **premises** is impaired, prevented or restricted for more than 12 consecutive hours arising directly from

- a) the compulsory actions taken by the police, competent authority or any other statutory authority in response to an emergency incident occurring at the **premises** or within a 1 mile radius of the **premises**
- b) the unlawful occupation of the **premises** by third parties

Provided that

- i) **Our** liability for any one claim and in any one **period of insurance** will not exceed the lower of either the maximum indemnity period of 12 weeks or GBP25,000 or 25% of the annual figure on which **your** sum insured is based irrespective of the number of premises insured or incidents, during which the results of **your business** are affected
- ii) Clause 4 Automatic reinstatement after loss does not apply to this extension
- iii) The requirement under Insuring Clause 1 to have at the time of the **damage** an insurance policy in force covering **your** interest in the **property** at the **premises** against such **damage** will not apply to this extension.

We will not cover **you** where access to, exit from or use of the **premises** is impaired, prevented or restricted as a result of

- a) physical damage to property at the **premises** or elsewhere
- b) strikes, picketing, labour disturbances or trade disputes
- c) the condition of or **your business** conducted within the **premises** or any other premises owned or occupied by **you**
- d) murder, suicide, illness, disease or pathogens capable of causing disease or illness or any other hazards to health
- e) actions where **you** have been given prior notice
- f) any advice given or actions taken in controlling, preventing or suppressing the spread of any disease or illness
- g) any change in law or the enactment of new legislation (including statutory regulations).
For the purposes of the cover provided under this extension any references to damage or incident, the basis of settlement provisions, section or general exclusions and conditions shall be read as if they were references to the prevention, impairment or restriction of access.

13. **Suppliers and customers**

We will cover **you** for **consequential loss** as a direct result of accidental **damage** occurring during the **period of insurance** by any of the insured covers at any customer's or supplier's premises within the **United Kingdom**, member countries of the European Union, Norway, Switzerland and Iceland provided that **our** liability under this clause will not exceed 10% of the the Business Interruption sum insured (or 133.33% of the estimated amount) shown in the schedule or **GBP250,000** whichever is the less.

14. **Temporary removal**

We will cover **you** for **consequential loss** as a result of accidental **damage** occurring during

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 2 – Business interruption

the **period of insurance** by any of the insured covers

- a) at any premises not occupied but used by **you** solely for storage purposes; or
- b) to computer systems, other records, machinery and plant (but not motor vehicles) removed for cleaning, renovation, repair or other similar purposes, patterns, models, moulds, plans and designs whilst temporarily removed from the **premises** and in transit by road, rail or inland waterway to and from the **premises**

in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man provided that **our** liability will not exceed 15% of the the Business Interruption sum insured (or 133.33% of the estimated amount) shown in the schedule or **GBP250,000** whichever is the less.

15. **Failure of public utilities cover (terminal ends)**

The following definition of Insured Perils highlighted in bold print will have the same meaning wherever it is used in this Failure of public utilities cover (terminal ends) extension.

Insured Perils

Means fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

We will cover **you** for any loss resulting from interruption or interference with **your business** is caused by the accidental failure of

- a) the public electricity supply at the 'terminal ends' of your supplier's service feeds to the **premises** within the **territorial limits**
- b) the public gas supply at **your** supplier's meters to the premises within the **territorial limits**
- c) the public water supply at **your** supplier's main stop cock serving the premises (other than by drought) within the **territorial limits**

where such accidental failure(s) is a direct result of **damage** caused by an **insured peril**.

Provided that after the application of all other terms and conditions of the section, **our** liability will not exceed the lower of either 25% of the annual sum insured or GBP50,000 in total in any **period of insurance** irrespective of the number of premises insured and regardless of the number of suppliers affected during any one **period of insurance**.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at the **premises** and ending after 12 weeks in total during which time the results of **your business** are affected regardless of the number of **your** suppliers affected during the **period of insurance** or the number of premises insured.

We will not cover

- i) any failure
 - a. which does not involve cessation of supply, for at least the franchise period of time of 24 consecutive hours
 - b. due to an excluded cause
- ii) loss resulting from failure caused by
 - a. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
 - b. strikes or any labour or trade disputes
 - c. solar flare or other atmospheric or weather conditions, but we will cover failure due to damage to equipment caused by these conditions

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from **damage** is not covered by this section, it will be **your** responsibility to prove that they are covered.

Clause 4 Automatic reinstatement after loss does not apply to this extension.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 2 – Business interruption

The requirement under Insuring Clause 1 to have at the time of the **damage** an insurance policy in force covering **your** interest in the **property** at the **premises** against such **damage** will not apply to this extension.

Optional clauses

(These apply only if stated in the schedule)

1. Contract sites

We will cover **you** for **consequential loss** as a result of accidental **damage** occurring during the **period of insurance** by any of the insured covers at any site in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which **you** do not occupy but where **you** are carrying out a contract provided that **our** liability under this clause for any one occurrence will not exceed

- a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
- b) the amount shown in the schedule as the limit

whichever is the lesser amount.

2. Specified customers

We will cover **you** for **consequential loss** as a result of accidental **damage** occurring during the **period of insurance** at the premises of **customers** detailed in the schedule provided that **our** liability under this clause for any one occurrence will not exceed

- a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
- b) the amount shown in the schedule as the limit

whichever is the lesser amount.

3. Specified suppliers

We will cover **you** for **consequential loss** as a result of accidental **damage** occurring during the **period of insurance** at the premises of suppliers detailed in the schedule provided that **our** liability under this clause for any one occurrence will not exceed

- a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
- b) the amount shown in the schedule as the limit

whichever is the lesser amount.

4. Transit

We will cover **you** for **consequential loss** as a result of accidental **damage** occurring during the **period of insurance** to **your property** whilst in transit by road, rail or inland waterway in Great Britain or Northern Ireland provided that **our** liability under this clause for any one occurrence will not exceed

- a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
- b) the amount shown in the schedule as the limit

whichever is the lesser amount.

We will not be liable for any loss arising from delay or loss of use of the conveying road or rail vehicle or waterborne craft.

Exclusion

1. Pollution or contamination

We will not be liable for loss resulting from **pollution or contamination** .

However, **we** will cover **consequential loss** caused by

- a) **pollution or contamination** which itself results from any cover insured (other than cover 10); or
- b) any cover insured (other than cover 10) which itself results from **pollution or contamination**

provided it is not otherwise excluded.

Section 2 – Business interruption

Appendix A – Gross profit (declaration-linked basis)

Additional definitions

The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions and definitions at the start of this section.

Notes

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

Annual turnover

The **turnover** during the twelve months before the date of the **incident**.

Estimated gross profit

The amount **you** declare to **us** as representing the **gross profit** which **you** anticipate will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** (proportionately increased where the **maximum indemnity period** exceeds twelve months).

Gross profit

The amount of the **turnover** (net of discounts allowed), closing stock and work in progress less the amount of the opening stock, work in progress and **specified working expenses**.

N.B. For the purpose of this definition gross profit is as defined but the words and expressions used will (in accordance with Note 2 above) have the meaning attached to them in **your** usual accounting methods, due provision being made for depreciation of stock and work in progress.

Limit of liability

133.33% of the **estimated gross profit** stated in the schedule and 100% of the sums insured on other items.

Rate of gross profit

The rate of gross profit earned on the **turnover** during the financial year before the date of the **incident**.

Specified working expenses

- a) 100% of purchases (less discounts received).
- b) 100% of discounts allowed.
- c) 100% of bad debts written off.

Standard turnover

The **turnover** during that period in the twelve months before the date of the **incident** which corresponds with the **indemnity period**. **We** will adjust the figures as necessary to provide for the trends or special circumstances affecting the **business** before or after the **incident** or which would have affected the **business** had the **incident** not occurred.

Turnover

The **money** paid or payable to **you** for goods sold or delivered and for services rendered in course of the **business** at the **premises**.

Section 2 – Business interruption

Claims - basis of settlement

The insurance by this item is limited to loss of **gross profit** not exceeding the **limit of liability** due to

- a) reduction in **turnover**; and
 - b) increase in cost of working
- and the amount payable will be

1. for reduction in **turnover**, the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** will in consequence of the **incident** fall short of the **standard turnover**
2. for increase in cost of working, the additional expenditure incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **incident** but not exceeding the total of
 - a) the sum produced by applying the **rate of gross profit** to the amount of reduction thereby avoided; plus
 - b) 25% of the sum insured by this item (but not more than **GBP250,000**) less any sum saved during the **indemnity period** for such of the charges and expenses of the **business** payable out of **gross profit** as may cease or be reduced in consequence of the **incident**.

Additional increased cost of working (if insured) is limited to additional expenditure in consequence of the **incident** in excess of the amount recoverable under clause b) above, incurred to maintain the **business** during the **indemnity period**.

Memoranda

1. **Alternative premises**

If during the **indemnity period** goods are sold or services carried out elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf, **we** will take into account the **money** paid or payable for such sales or services in arriving at the **turnover** during the **indemnity period**.
2. **Professional accountants**

We will pay for professional accountants' charges **you** incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions, provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the **limit of liability**.
3. **Renewal**

You will before each renewal tell **us** the **estimated gross profit** for the financial year most nearly concurrent with the next **period of insurance**.
4. **Uninsured standing charges**

If any standing charges of the **business** are not insured by this section (having been deducted in arriving at the **gross profit**), then in calculating the amount recoverable as increase in cost of working that proportion only of any additional expenditure will be brought into account which the **gross profit** bears to the sum of the **gross profit** and the uninsured standing charges.

Section 2 – Business interruption

Appendix B – Gross revenue (declaration-linked basis)

Additional definitions

The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions and definitions at the start of this section.

Notes

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

Annual revenue

The **revenue** during the twelve months before the date of the **incident**.

Estimated revenue

The amount **you** declare to **us** as representing the **revenue** which **you** anticipate will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** (proportionately increased where the **maximum indemnity period** exceeds twelve months).

Limit of liability

133.33% of the **estimated revenue** stated in the schedule and 100% of the sums insured by other items.

Revenue

The **money** paid or payable to **you** for the work done or services rendered in the course of the **business**.

Standard revenue

The **revenue** during that period in the twelve months before the date of the **incident** which corresponds with the **indemnity period**. **We** will adjust the figures as necessary to provide for the trends or special circumstances affecting the **business** before or after the **incident** or which would have affected the **business** had the **incident** not occurred.

Claims - basis of settlement

The insurance by this item is limited to loss of **revenue** not exceeding the **limit of liability** due to

- a) reduction in **revenue**; and
 - b) increase in cost of working
- and the amount payable will be

1. for reduction in **revenue** the amount by which the actual **revenue** during the **indemnity period** will in consequence of the **incident** fall short of the **standard revenue**
2. for increase in cost of working the additional expenditure incurred for the sole purpose of avoiding or diminishing the reduction in **revenue** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **incident** but not exceeding the total of
 - a) the amount of reduction in **revenue** thereby avoided; plus
 - b) 25% of the sum insured by this item (but not more than **GBP250,000**)

less any sum saved during the **indemnity period** for such charges and expenses of the **business** payable out of **revenue** as may cease or be reduced in consequence of the **incident**.

Section 2 – Business interruption

Additional increased cost of working (if insured) is limited to additional expenditure in consequence of the **incident** in excess of the amount recoverable under clause b) (increase cost of working) above incurred to maintain the **business** during the **indemnity period**.

Memoranda

- Alternative premises**
If during the **indemnity period** goods are sold or services carried out elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf, **we** will take into account the **money** paid or payable for such sales or services in arriving at the **revenue** during the **indemnity period**.
- Professional accountants**
We will pay for professional accountants' charges **you** incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the limit of liability.
- Renewal**
You will before each renewal tell **us** the **estimated revenue** for the financial year most nearly concurrent with the next **period of insurance**.

Appendix C – Additional cost of working

Claims - basis of settlement

The insurance by this item is limited to additional cost of working due to additional expenditure and costs incurred in order to minimise any interruption or interference with the **business** during the **indemnity period** but not exceeding the sum insured stated in the schedule.

Memorandum

- Professional accountants**
We will pay for professional accountants' charges **you** incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.

Appendix D – Rent receivable

Additional definitions

*The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions and definitions at the start of this section.*

Notes

- To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of it.*
- For the purpose of these definitions any adjustment implemented for current cost accounting will be disregarded.*

Annual rent receivable

The **rent receivable** during the twelve months before the date of the **incident**.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 2 – Business interruption

Rent receivable

The money paid or payable to **you** for accommodation and services provided in course of the **business** at the **premises**.

Standard rent receivable

The **rent receivable** during that period in the twelve months before the date of the **incident** which corresponds with the **indemnity period**.

We will adjust the figures as necessary to provide for trends or special circumstances affecting the **business** before or after the **incident** or which would have affected the **business** had the **incident** not occurred.

Claims - basis of settlement

The insurance by this item is limited to loss of **rent receivable** not exceeding the sum insured stated in the schedule due to

- a) loss of **rent receivable**; and
 - b) increase in the cost of working
- and the amount payable will be

1. for loss of **rent receivable**, the amount by which the **rent receivable** during the **indemnity period** will in consequence of the **incident** fall short of the **standard rent receivable**
2. for increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **incident** but not exceeding the reduction in **rent receivable** thereby avoided

less any sum saved during the **indemnity period** for such of the charges and expenses of the **business** payable out of **rent receivable** as may cease or be reduced in consequence of the **incident**.

Memoranda

Professional accountants

We will pay for professional accountants' charges **you** incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.

Appendix E – Loss of book debts

Additional definitions

*The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section of the wording. Please also refer to the General definitions and definitions at the start of this section.*

Notes

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

Book debts

The financial amounts due to **you** but not yet paid for goods or services supplied by **you** to **customers** on a credit or hire purchase basis and for which they have accepted delivery.

Outstanding debit balances

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 2 – Business interruption

Where there are monthly declarations, the total declared under the last statement adjusted for

- a) bad debts;
- b) amounts debited (or invoiced but not debited) and credited to customer accounts in the period between the date to which the statement applied and the date of **damage**; and
- c) any abnormal trade condition which had or could have a material effect on the **business**

or

An estimate of the total outstanding debits at the date of the **damage** after adjustment for bad debts and as agreed between **you** and **us** provided that this estimate does not exceed 75% of the sum insured as set out in the schedule.

Claims - basis of settlement

The insurance by this item is limited to the loss not exceeding the sum insured sustained by **you** for

- a) loss of **book debts**; and
 - b) additional expenditure
- and the amount payable will be

1. for loss of **book debts**, the amount of total **outstanding debit balances** less the total of amounts of **outstanding debit balances** traced or received.
2. for additional expenditure, the amount incurred solely in consequence of the **incident** in order to trace and establish the amount of customer debit balances but the amount payable under this heading will not exceed the additional amount that would have been payable under a) for loss of **book debts** if no such increase in additional expenditure had been incurred.

Memoranda

1. **Professional accountants**
We will pay for professional accountants' charges **you** incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.
2. **Automatic reinstatement**
We will not reduce the sum insured by the amount of any loss as long as **you** pay the extra premium on the amount of the loss from the date it occurred to the date of the expiry of the **period of insurance**.

Special condition

You must ensure that:

- a) **your** books of account and other business books or records in which **you** record customer accounts are kept in fire resisting safes or cabinets when not in use; and
- b) **you** must calculate the total of outstanding customers' accounts every month and keep a record of each month's total (including back-up copies of computer data) in a place other than at the **premises**.

Special extension applicable to Sections 1 and 2

Claims Preparation Costs

We will cover **you** in respect of the exceptional costs and expenses incurred by **you**, in preparing any details required by **us** in respect of **your** claim providing:

1. **We** have given **our** written consent to the cost; and
2. those costs and expenses are not covered elsewhere;

limited to the terms and conditions specified under the claims condition at the front of the policy booklet and subject to the following:

1. In respect of claims up to and including GBP500,000 **we** will pay 2.5% of the total claim costs.
2. Amounts between GBP500,000 and GBP1,000,000 **we** will pay 2% of the total claim costs.
3. Amounts above GBP1,000,000 **we** will pay 1.5% of the total claim costs.

We will not cover **you** for the cost of negotiation with **us** or **our** representatives.

The maximum **we** will pay is GBP25,000 in respect of any one claim.

Loss reduction expenses and temporary repairs

We will cover **you** for the costs and expenses incurred by **you** in:

1. preventing or reducing losses in the event of imminent **damage** which would have been insured under this policy;
2. reducing losses as a result of **damage** insured under this policy;
3. undertaking temporary repairs upon or expediting the permanent repair or replacement of **property insured** that has suffered **damage**.

Provided that in respect of 1 and 2:

1. the impending **damage** was not reasonably foreseeable earlier and would be the natural outcome if the costs and expenses were not incurred;
2. the costs and expenses incurred did avoid or mitigate the **damage**;
3. **our** liability will not exceed the amount of **damage** avoided.

The maximum **we** will pay in respect of clauses 1, 2 and 3 of this extension is GBP 25,000 in respect of any one claim.

Section 3 – Money – Part 1 Loss of money

This cover is optional and only applies if stated as covered in the schedule

Part 1 – Loss of money

Additional definitions

*The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions..*

Alarmed premises

The **premises** or those parts of the **premises** protected by the **intruder alarm system**.

Business hours

The usual working hours (including overtime) during which **you** or **your employees** entrusted with **money** are on the **premises** for the purpose of the **business**.

Estimated annual amount of money

Money excluding stamped National Insurance Cards, crossed cheques, crossed bankers drafts, crossed warrants, National savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices.

Intruder alarm system

The component parts including the means of communication used to transmit signals detailed in the alarm specification agreed by **us**.

Keyholder

You or any **responsible person** or keyholding company **you** authorise

1. to accept notification of faults or alarm signals relating to the **intruder alarm system**; and
2. to attend and allow access to the **premises**.

At least one keyholder must be available at all times.

Limits any one loss

As stated in the schedule for the following.

1. Stamped national insurance cards, crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques) crossed money orders, crossed postal orders, crossed bankers draft, crossed warrants, national savings certificates, premium savings bonds, unused units in franking machines, credit company sales vouchers and VAT invoices.
2. **Money** other than as described in item 1 not contained in locked safes
 - a) in **your premises** outside **business hours**.
 - b) in the private houses of **your** principals or authorised **employees** or the premises of solicitors or authorised agents to the extent that **money** is not otherwise insured.
 - c) in the custody of collectors for twenty four hours from the time of receipt or until the next working day whichever is the later.
3. **Money** other than as described in item 1 from locked safes outside **business hours**.
4. Any other loss of **money** other than as described in item 1 insured by this section.

Responsible person

You or any person **you** authorise to be responsible for the security of the **premises**.

Section 3 – Money – Part 1 Loss of money

Insuring clause

We will cover **you** for the following:

1. Accidental **damage** occurring during the **period of insurance** to **money**, **your** property or for which **you** are responsible, in the course of the **business** up to the **limit any one loss** stated in the schedule
 - a) in transit.
 - b) in the custody of collectors for twenty four hours from time of receipt or until the next working day whichever is the later.
 - c) on sites of contracts where **employees** are working.
 - d) on the **premises**.
 - e) at the private houses of **your** principals or authorised **employees** or the premises of solicitors or authorised agents, to the extent that **money** is not otherwise insured, up to a maximum amount of **GBP1,000** for any one loss or any higher limit shown in the schedule for any one loss.
 - f) deposited in any bank night safe and within bank premises until removed by a bank official, up to a maximum amount of **GBP10,000** for any one loss or any higher limit shown in the schedule for any one loss.
 - g) on the **premises** outside of **business hours** as shown in the schedule.
 - h) on the **premises** outside of **business hours** in a locked safe or strongroom as shown in the schedule.
2. Accidental **damage** occurring during the **period of insurance** following robbery or attempted robbery to any safe or strongroom at the **premises**, any container, case, bag or waistcoat used for the carriage of **money** or any stamp franking machine used for **your business**.
3. Accidental **damage** occurring during the **period of insurance** to clothing and personal effects (including up to **GBP25** per person for personal **money**) belonging to **you** or any of **your** directors, partners or **employees** following robbery or any attempted robbery with a limit any one person of **GBP500**.

Conditions

Included here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment may be reduced.

- A. **You** must ensure that outside **business hours** the safes are kept locked and the keys of the safes are not be left on the **premises** unless:
1. the **premises** are occupied by **you** or an authorised **employee**, in which case such keys if left on the **premises** must be kept in a secure place not in the vicinity of the safes; or
 2. if the **premises** are **unoccupied**, the keys to the safe(s) are placed in a separate locked safe, key safe or strongroom and the keys to this removed from the **premises**.

If **you** do not comply with this special condition, **we** will deal with any loss of **money** under Item 2 i) of the schedule (**money** not contained in locked safes in **your premises** outside **business hours**), provided that **our** maximum liability will not in the aggregate exceed the **limit any one loss** stated in the schedule.

- B. **Intruder alarm** (*this clause is only operative if an intruder alarm is noted in the schedule*)
You must ensure that for:
1. the **alarmed premises** are protected by the **intruder alarm system** whenever they are closed for business or left unattended.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 3 – Money – Part 1 Loss of money

2. the **intruder alarm system** is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed with **us**.
3. no alteration to or substitution of
 - a) any part of the **intruder alarm system**;
 - b) the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**; or
 - c) the maintenance contractwill be made without **our** written agreement.
4. no structural alteration of or changes in the layout to the **premises** that could affect the operation of the **intruder alarm system** will be made without **our** written consent.
5. the **alarmed premises** will not be left without at least one **responsible person** on them without **our** agreement unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation.
6. all keys to the **intruder alarm system** are removed from the **premises** when they are left unattended.
7. the **keyholders** will keep all codes for the operation of the **intruder alarm system** secret and will not leave details of them on the **premises**.
8. **you** will appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the police and the alarm company who are contracted to maintain the alarm.
9. if the **intruder alarm system** is activated or the communication signal interrupted then, unless alternative procedures have been agreed with **us** in writing, a **keyholder** will attend the **premises** as soon as reasonably possible following notification and will not leave without there being at least one **responsible person** on the **premises** until the provisions of paragraph 5 have been complied with.
10. in the event of **you** receiving any notice
 - a) that police response to alarm signals/calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed;
 - b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
 - c) from the installing company or other such company as agreed by **us** that the **intruder alarm system** cannot be returned to or maintained in fully working order**you** will advise **us** as soon as possible and in any event not later than 10.00 am on the next working day and comply with all **our** subsequent requirements.

Special provision

You must ensure that before **we** agree the alarm specification and maintenance contract arrangements **you** will comply with all the requirements detailed above as if **we** had agreed the specification and maintenance arrangements.

C. Money escort condition

You must ensure that that for any claim under item this section that whenever **money** is in transit it is in the custody of the relevant number of persons shown against the limit below:

- | | | |
|----|---|----------------------|
| 1. | Up to GBP5,000 | One person |
| 2. | Between GBP5,001 and GBP7,500 | Two persons together |

Section 3 – Money – Part 1 Loss of money

- | | | |
|----|--|------------------------------------|
| 3. | Between GBP7,501 and GBP10,000 | Three persons together |
| 4. | In excess of GBP10,001 | Professional cash carrying company |

Exclusions

We will not be liable for losses:

1. Following theft by any of **your** directors, partners or **employees**
 - a) not discovered within fourteen working days of its occurrence; or
 - b) more specifically insured by any other policy or policies except for any excess beyond the amount payable under such other policy or policies.
2. Arising outside of the **territorial limits**.
3. From an unattended vehicle unless the vehicle is stolen at the same time or the vehicle is securely locked and **money** stored out of sight at the time of the loss.
4. Due to the dishonest acts of any person in **your** employment or service not discovered within fourteen days of the actual occurrence.
5. Due to falsification of accounts.
6. More specifically insured under another policy except for any amount in excess of the amount payable under this policy.
7. Arising from shortages due to error, omission, depreciation in value or the use of counterfeit **money**.
8. Of **money** or contents from any gaming or vending machine in excess of **GBP1,000** unless a higher limit is specified in the schedule.
9. Arising from **consequential loss** of any kind.
10. **Damage to money** during transit by post (other than registered post).

Section 3 – Money – Part 2 – Personal injury (robbery)

This cover is optional and only applies if stated as covered in the schedule

Part 2 – Personal injury (robbery)

Additional definitions

Each time one of the definitions below is used in this section it will have the same meaning wherever it appears in this section or in the schedule in relation to this section. To help identify these words they appear in **bold** in this section wording. Please also refer to the General definitions.

Bodily injury

Injury resulting solely and directly from accident caused by outward, violent and visible means which will directly and independently of any other cause result in death or disablement.

Insured person

You or any director, principal, partner or **employee**.

Loss of limb

- A. in the case of an upper limb, the physical severance of four fingers through or above the meta-carpo phalangeal joints or permanent total loss of use of an entire arm or hand.
- B. in the case of a lower limb, the physical severance at or above the ankle or permanent total loss of use of an entire leg or foot.

Loss of sight

Permanent and total loss of sight which will be considered as having occurred

- A. in both eyes if the **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- B. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **insured person** should see at 60 feet).

Medical expenses

The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home or ambulance charges.

Permanent total disablement

Bodily injury (not resulting in **loss of limbs** or **loss of sight**) which is the sole and direct cause of the **insured person** being totally disabled and prevented from attending to any business or occupation, with proof satisfactory to **us** that such disablement has continued for 104 weeks from the date of the occurrence and will in all probability continue for the remainder of the life of the **insured person**.

Temporary total disablement

Bodily injury which is the sole and direct cause of the **insured person** being totally disabled and prevented from attending to their business or occupation.

Temporary partial disablement

Bodily injury which is the sole and direct cause of the **insured person** being partially disabled and prevented from attending to a substantial part of their business or occupation.

Insuring clause

- a) **We** will pay the benefits stated in the Benefits table below for **bodily injury** sustained by the **insured person** as a result of robbery or attempted robbery arising in the course of the **business** and within two years resulting in the following.
 - 1. Death.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 3 – Money – Part 2 – Personal injury (robbery)

2. **Loss of sight.**
 3. **Loss of limbs.**
 4. **Permanent total disablement** (other than by **loss of limbs** or **loss of sight**).
 5. **Temporary total disablement** .
 6. **Temporary partial disablement.**
 7. **Damage** to clothing or personal effects belonging to **you** or any of **your employees** with a limit of **GBP500** any one person.
- b) **We** will reimburse **you** for **medical expenses** necessarily incurred in the treatment of the **insured person** up to 15% of any amount paid under benefit 5 and 6.

Benefits

The benefits applicable are as stated below:

1.	Death	GBP10,000
2.	Loss of sight	GBP10,000
3.	Loss of limbs	GBP10,000
4.	Permanent and total disablement	GBP10,000
5.	Temporary total disablement (per week for a maximum of 104 weeks)	GBP100
6.	Temporary partial disablement (per week for a maximum of 104 weeks)	GBP50
7.	Clothing and personal effects (maximum any one person)	GBP500

Limits of amounts payable

1. The benefit under item 5 and 6 will not be payable for more than 104 weeks for any one injury calculated from the date of commencement of disablement.
2. If and when benefit becomes payable under any of items 1, 2, 3 or 4, any weekly benefit being paid in connection with the same injury will cease.
3. **Permanent total disablement** will have lasted for 104 weeks and have been proved to **our** satisfaction to be permanent and without expectation of recovery before benefit under item 4 becomes payable.
4. Payment of a claim under one of the items 1, 2, 3 or 4 will end the cover granted insofar as it applies to the **insured person** concerned.
5. No benefit will be payable for more than one of the items 1, 2, 3 or 4 for the same **bodily injury**.

Conditions

Here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

Bodily injury must occur in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Claims condition

- a) **You** will provide all certificates, information and evidence required by **us** in the form prescribed by **us** at **your** expense. The **insured person** will as often as required submit to medical examination on **our** behalf and expense in connection with any claim. In the event of the death of an **insured person**, **we** are entitled to have a post mortem examination at **our** own expense.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 3 – Money – Part 2 – Personal injury (robbery)

- b) **We** will not be affected by notice of any trust, charge, lien, assignment or other dealing with this section and **our** liability will be discharged when **you** or **your** personal representative receive any compensation payable.
- c) The **insured person** or their personal representative will have no right to claim from or sue **us**.
- d) If more than one party has an interest in the **insured person**, the benefit will represent the total amount payable for that **insured person** for all interests covered by this insurance.

Exclusions

We will not be liable for the following:

1. loss arising elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
2. loss more specifically insured under another policy except for any amount in excess of the amount payable under this policy;
3. loss arising from **consequential loss** of any kind.

Section 3 – Money – Part 3 – Theft by employee

Optional section - covered only if shown in the schedule

Part 3 – Theft by employee

Additional definitions

The following words will have the same meaning wherever they appear in this section or in the schedule or any endorsements relating to this section. To help identify these words they will appear in bold in the section wording. Please also refer to the General definitions.

Discovery period

The period of 24 months commencing on the date the act or acts of fraud or dishonesty are committed.

Improper gain

The improper financial benefit to the **employee** or any other person or organisation which does not form part of **you** but was intended by that **employee** to receive the benefit.

Improper gain does not include the payment of or increase in salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits.

References

Written or fully documented verbal references obtained directly from a) to d) below for the period of 2 years immediately preceding the start of employment of the **employee** with **you**.

The maximum gap between 2 consecutive references without a further reference for the gap should be 28 days. If **you** cannot obtain a reference for any period **you** must obtain evidence of what the **employee** was doing which must not indicate dishonesty.

- a) Previous employers for any period(s) of employment confirming the dates and honesty of the **employee**.
- b) The accountant and one other customer for any period(s) of self-employment confirming the dates and honesty of the **employee**.
- c) The school, college etc. for any period(s) of full-time education confirming the dates and not indicating dishonesty by the **employee**.
- d) The Job Centre for any period(s) of unemployment of the **employee** (where the **employee** has been discharged from H.M. Forces **you** should take a copy of the original discharge papers as evidence of the dates of service).

Insuring clause

We will cover **you** against direct loss of **money** or other property owned by **you**, or for which **you** are responsible, arising solely and directly as a result of any acts of fraud or dishonesty by any of **your employees** provided that that the fraud or dishonesty is:

1. committed while this section remains in force with the clear intention of making and which results in **improper gain**; and
2. discovered and notified to **us** during the **discovery period**.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 3 – Money – Part 3 – Theft by employee

Auditors' fees

We will also cover **you** up to a maximum of **GBP2,500** against the cost of any professional audit necessarily incurred with **our** written agreement solely to formulate the amount of loss. This cost is payable in addition to the limit of liability.

Limit of liability (How much we will pay)

The maximum **we** will pay will not exceed the limit of liability in total as stated in the schedule in the **period of insurance** plus the amount **we** have agreed to pay for auditors fees.

If **you** have not complied with Condition 3 References of this section the maximum **we** will pay for any one loss will be **GBP2,500** or the Theft by employee limit of indemnity shown in the **schedule** whichever is the lesser amount. In these circumstances auditors' fees will not be covered.

If **you** have not complied with Condition 4. System of supervision and check, of this section the maximum **we** will pay for any one loss will be **GBP2,500** or the Theft by employee limit of indemnity shown in the **schedule** whichever is the lesser amount. In these circumstances auditors' fees will not be covered.

Non-accumulation of liability

If a claim results from acts of fraud or dishonesty committed in more than one **period of insurance** **our** liability does not accumulate. All acts will form part of one claim and the most **we** will pay for all acts no matter in what **period of insurance** they were committed by any one **employee** or **employees** acting in collusion will be as stated in the limit of liability clause above.

Conditions

Here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

1. Employees' property

Any **money**, salary, bond, deposit and other property in **your** possession belonging to or owing to or for an **employee** who is the reason for a claim must be deducted from the amount of **your** claim.

2. Recoveries

If any amounts are recovered they will be distributed as follows:

- a) first to cover the costs of recovery; then
- b) to **you** for the amount of **your** loss in excess of the limit of liability; then
- c) to **us** for the amount paid under the claim; and then
- d) to **you** for the **excess**.

3. References

You should retain **references** for all **employees** as **you** will need to produce them for each **employee** involved or implicated in a claim who was engaged on or after the start date of this section.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 3 – Money – Part 3 – Theft by employee

4. System of supervision and check

- a) All cheques **you** issue with a value exceeding **GBP5,000** will either be signed by two authorised signatories or by one authorised signatory who has more than a 5% interest or share in the company specified under Policyholder in the schedule. All cheque signatories will verify the invoices and any other vouchers against the cheque.
- b) All **money** received will be paid into **your** bank in full within 3 days of receipt.
- c) Where credit is allowed statements of account will be issued direct to customers independently of **employees** who receive or collect **money**.

If it is not possible to achieve the required independence all amounts more than one month overdue including amounts in suppressed and suspense accounts will be investigated independently or by a person who controls more than a 5% interest or share in the company specified under Policyholder in the schedule.

- d) At least monthly and independently of the **employees** responsible, **your** records of **money** received and expended will be reconciled with bank statements, stamped paying-in slips, receipt counterfoils, vouchers, cash in hand and unrepresented cheques to produce a balance. If it is not possible to achieve the required independence the reconciliation will be checked by an independent person or a person who controls more than a 5% interest or share in the company specified under Policyholder in the schedule.
- e) Petty cash must have a full reconciliation and balance including a check of the receipts and vouchers at least monthly and independently of the **employees** responsible.
- f) All stocks will undergo independent physical checks against verified stock records. The maximum period between any two checks will be 3 months for specified goods (if **you** hold any) and 6 months for all other stocks.

Exclusions

We will not cover **you** for:

1. **consequential loss** including but not limited to loss of potential income interest and dividends;
2. loss covered by Section 3 - Money – Part 1 – Loss of money except for any amount in excess of that section;
3. loss caused by or involving any **employee**:
 - a) who **you** do not have the right to supervise and direct;
 - b) who at the time of committing any act of fraud or dishonesty controls more than a 5% interest or share in the company specified under Policyholder in the schedule;
 - c) after the date of first discovery by **you** of actual or suspected dishonesty by the **employee**;
 - d) whose normal place of employment is outside the **territorial limits**;
 - e) whom **you** are unable to identify by name;
4. the **excess**;
5. penalties and fines;

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 3 – Money – Part 3 – Theft by employee

6. any loss the proof of which is dependent upon an inventory calculation or a profit and loss calculation alone.

Section 4 – Trade all risks

This cover is optional and only applies if stated as covered in the schedule

Additional definitions

The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions.

Alarmed premises

The **premises** or those parts of the **premises** protected by the **intruder alarm system**.

Intruder alarm system

The component parts including the means of communication used to transmit signals detailed in the alarm specification agreed by **us**.

Keyholder

You or any **responsible person** or keyholding company **you** authorise

1. to accept notification of faults or alarm signals relating to the **intruder alarm system**; and
2. to attend and allow access to the **premises**.

At least one keyholder must be available at all times.

Property insured

Property belonging to **you** or for which **you** are responsible as set out in the schedule.

Responsible person

You or any person **you** authorise to be responsible for the security of the **premises**.

Territorial limits

The following territorial limits chosen by **you** and shown in the schedule attaching to this section.

- A. At **your business premises**;
- B. Anywhere in the **United Kingdom (UK)**;
- C. Anywhere in a member country of the European Union (EU); or
- D. Anywhere in the world.

Insuring clause

We will cover **you** for accidental **damage** by any cause not specifically excluded to **property insured** set out in the schedule anywhere in the **territorial limits**, provided the **damage** occurs within the **period of insurance** and up to the limits specified in the schedule.

Clauses

1. Interest

It is understood that other parties may have an interest in certain **property insured** by this policy. The nature and extent of this interest must be disclosed in the event of **damage**.

2. Reinstatement

In accordance with the following special conditions, the basis upon which **we** will calculate the amount payable for **property insured** by all items, other than stock or rent, will be the reinstatement of the property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

For this purpose reinstatement means

Section 4 – Trade all risks

- a) the rebuilding or replacement of property damaged which may be carried out in any manner suitable to **your** requirements or on another site as long as **our** liability is not increased; or
- b) the repair or restoration of property damaged.

Special conditions

1. **Our** liability for the repair or restoration of property partly damaged will not exceed the amount which would have been payable had such property been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this clause will be made
 - a) unless reinstatement commences within 12 months of the **damage** or longer if agreed in writing by **us** .
 - b) until the cost of reinstatement will have been actually incurred.
 - c) if the **property insured** at the time of its **damage** will be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement.
3. All the other terms and conditions of the policy will apply for any claim payable under this clause so far as they are able.

NB: This clause does not apply to claims for **employees**, principals' or directors' personal effects.

3. Subrogation waiver

In the event of a claim arising under this policy, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against

- a) any company standing in the relation of parent to subsidiary (subsidiary to parent) to **you** as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**.
- b) any company which is a subsidiary of a parent company of which **you** are a subsidiary as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**.

Condition

Here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

- A. **Intruder alarm** (*this clause is only operative if an intruder alarm is noted in the schedule*)
You must ensure that for
1. the **alarmed premises** are protected by the **intruder alarm system** whenever they are closed for business or left unattended.
 2. the **intruder alarm system** is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed with **us**.
 3. no alteration to or substitution of
 - a) any part of the **intruder alarm system**;
 - b) the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**; or
 - c) the maintenance contractwill be made without **our** written agreement.

Section 4 – Trade all risks

4. no structural alteration of or changes in the layout to the **premises** that could affect the operation of the **intruder alarm system** will be made without **our** written consent.
5. the **alarmed premises** will not be left without at least one **responsible person** on them without **our** agreement
 - a) unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation; or
 - b) if the police have withdrawn their response to alarm calls.
6. all keys to the **intruder alarm system** are removed from the **premises** when they are left unattended.
7. the **keyholders** will keep all codes for the operation of the **intruder alarm system** secret and will not leave details of them on the **premises**.
8. **you** will appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the police and the alarm company who are contracted to maintain the alarm.
9. if the **intruder alarm system** is activated or the communication signal interrupted then, unless alternative procedures have been agreed with **us** in writing, a **keyholder** will attend the **premises** as soon as reasonably possible following notification and will not leave without there being at least one **responsible person** on the **premises** until the provisions of paragraph 5 have been complied with.
10. in the event of **you** receiving any notice
 - a) that police response to alarm signals/calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed;
 - b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
 - c) from the installing company or other such company as agreed by **us** that the **intruder alarm system** cannot be returned to or maintained in fully working order**you** will advise **us** as soon as possible and in any event not later than 10.00 am on the next working day and comply with all **our** subsequent requirements.

Special provision

You must ensure that before **we** agree the alarm specification and maintenance contract arrangement, **you** will comply with all the requirements detailed above as if **we** had agreed the specification and maintenance arrangements.

Exclusions

We will not pay for the following:

1. Any **consequential loss**.
2. Financial loss caused by the loss of use or malfunction of the **property insured**.
3. **Damage** arising from
 - a) faulty or defective design materials, inherent vice or latent defect.
 - b) mechanical, electrical, electronic, computer breakdown, failure or derangement.
 - c) wear and tear, gradual deterioration, the action of light, atmospheric conditions or other gradually operating cause.
 - d) process of cleaning, restoring or repairing.
 - e) process of production, packing, treatment, testing or commissioning.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 4 – Trade all risks

- f) confiscation or detention by Customs or government officials.
 - g) disappearance or shortage identified only by stocktaking.
 - h) riot or civil commotion occurring elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
4. **Damage** resulting from theft or attempted theft or unexplained disappearance or shortages
- a) from an unattended vehicle unless the item stolen is stored in a locked boot; or
 - b) of **property insured** which is unattended unless there is forcible and violent entry or exit from a building.
5. **Damage to**
- a) **property insured** loaned or hired out by **you**.
 - b) glass and other fragile or brittle materials unless as a direct result of fire, theft or attempted theft or accident to the vehicle in which the **property insured** was being transported.
 - c) **property insured** left in the open by theft or attempted theft, storm or flood.
 - d) **property insured** carried on the outside of vehicles unless as a direct result of collision or overturning.
6. **Damage** caused by **pollution or contamination**.
However **we** will cover **damage** to the **property insured** caused by
- a) **pollution or contamination** which itself results from fire, lightning, explosion, aircraft or other aerial devices dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any pipe, tank or apparatus, sprinkler leakage or impact by any road vehicle or animal; or
 - b) any of the above named covers which itself results from **pollution or contamination** provided it is not otherwise excluded.
7. **Damage** occurring outside the **territorial limits**.
8. The **excess** shown in the schedule.
9. **Damage** to firearms (unless otherwise specified), ammunition, explosives or fireworks.
10. acts of fraud or dishonesty by **your employees** or any partner, director, **member**, officer or member of **your** family, but **we** will cover subsequent **damage** which results from a **defined peril** covered by this section.

Section 5 – Frozen foods

This cover is optional and only applies if stated as covered in the schedule

Additional definitions

The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions.

Breakdown

1. Mechanical or electrical failure of any part of the **refrigerating plant** requiring repair or replacement before it can resume working.
2. Sudden and unforeseen internal explosion causing **damage to refrigerating plant**. This does not cover the failure of flanged, screwed or flat joints of any description.
3. **Damage** by frost to the condenser, cylinder, compressor and any water jackets if such **damage** renders the **refrigeration plant** inoperative.

Refrigerating plant

All working parts, frames and bedplates including motor compressors, pumps, condensers, evaporators, valves, piping, automatic controls, thermostats and wiring all forming part of the refrigerating unit.

Insuring clause

We will cover **you** for accidental **damage** occurring during the **period of insurance** to foodstuffs which belong to **you** or are held by **you** in trust or on commission for which **you** are responsible whilst contained

- a) in the **refrigerating plant** at **your premises**; and
- b) elsewhere in **your premises** which, but for the occurrence of an incident covered by this section, would have been placed in **your refrigerating plant**

by deterioration, contamination or putrefaction caused by or arising from

- a) rise or fall in temperature as a result of
 - i) **breakdown** or inherent defect in the **refrigerating plant**.
 - ii) non-operation of the thermostatic or automatic controlling devices forming part of the **refrigerating plant**.
 - iii) accidental failure of the supply of electricity.
 - iv) accidental **damage** to the **refrigerating plant**.
- b) accidental leakage of refrigerant or refrigerant fumes from the **refrigerating plant**.

Condition

Here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

Maintenance

On the expiry of any guarantee period, **you** will

- a) effect a maintenance contract on any of the **refrigerating plant** which does not have hermetically sealed motors and compressors;
- b) maintain the maintenance contract throughout the **period of insurance**; and
- c) keep a proper record of all examinations, adjustments and replacements carried out.

In the event of a claim or possible claim under this section, **we** will not be liable for further **damage** relating to the defective **refrigerating plant** until it has been repaired to **our** satisfaction.

Section 5 – Frozen foods

Exclusions

1. **We** will not be liable for loss resulting from
 - a) any interruption to the supply of electricity which does not exceed sixty consecutive minutes.
 - b) any interruption to the supply of electricity brought about by the deliberate act of any supply authority or by the exercise by any such authority of its power to withhold or restrict supply.
 - c) wear and tear, deterioration or gradually developing flaws or defects, partial fractures in the **refrigerating plant** or incorrect setting of thermostats and automatic controls.
 - d) the **refrigerating plant** itself.
2. **You** will pay 10% of each and every loss subject to a minimum of **GBP100** in the event of **damage** involving **refrigerating plant** which is over 7 years old at the time of such **damage**.

Basis of Settlement

The basis of settlement in respect of any claim under this section shall be the amount paid by **you** for such foodstuffs.

Section 6 – Employers' liability

This cover is optional and only applies if stated as covered in the schedule

Additional definitions

The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions.

Bodily injury

Death, injury, illness, disease or nervous shock.

Business (Note: This definition replaces the definition of Business stated under General definitions where it appears in this section only)

The business carried on in the **United Kingdom** including the following activities

- a) ownership, use, repair, maintenance and decoration of premises occupied by **you**;
- b) repair or maintenance of vehicles or plant owned or used by **you**;
- c) the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **employee** and first aid, fire, security and ambulance services (but excluding any first aid provided by any qualified medical practitioner or nurse);d) participation in exhibitions held in member countries of the European Union in connection with the business specified in the schedule; and
- e) private work undertaken for **you** by any **employee** or for any director or **employee** with **your** prior consent.

Costs and expenses

- a) Claimants costs and expenses arising for any claim against **you** which may be the subject of cover under this policy.
- b) All cost and expenses incurred by **you** with **our** written consent for any claim against **you** which may be the subject of cover under this policy.

Offshore

From the time of embarkation by an **employee** onto a conveyance at the point of final departure to an offshore rig, offshore platform or support vessel (including any work in or on such offshore rig, platform or support vessel) until disembarkation by that **employee** from a conveyance on to land upon return from an offshore rig or offshore platform.

You/your/yours (Note: This definition replaces the definition of You/Your stated under General definitions where it appears in this section only)

- a) The insured named in the schedule;
- b) Any associated or subsidiary company of the insured provided it has been notified to **us**;
- c) At your request
 - i) any director or **employee** while acting on behalf of or in course of their employment or engagement with you for liability for which you would have been entitled to cover under this policy if the claim against any such person had been made against you.
 - ii) any officer, member or **employee** of your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such (but excluding any first aid provided by any qualified medical practitioner or nurse);
 - iii) any of your directors, partners or senior officials for private work carried out by any **employee** for them with your consent.
 - iv) any **principal** for legal liability for which you would have been entitled to cover under this policy if the claim had been made against you arising out of work carried out by you under a contract or agreement.

Section 6 – Employers' liability

- v) your personal representatives (in the event of your death) for liability incurred by you provided that if cover is extended to any party described in paragraphs a) to c) above that party will be in accordance with the terms of this policy so far as they can apply and in any event **our** liability will not exceed the limit of indemnity.

Insuring clause

We will cover **you** against

- a) all sums which **you** will become legally liable to pay as damages; and
- b) **costs and expenses**

in the event of accidental **bodily injury** sustained by any **employee** during the **period of insurance** which arises out of and in the course of their employment by **you** in the **business** and which is caused

- 1. in the **United Kingdom**.
- 2. elsewhere in the world for temporary non-manual visits by any **employee** provided that such **employee** is normally resident in the **United Kingdom**.

Limit of indemnity

- 1. The amount specified in the schedule.

Our liability for all indemnity payable to any claimant or any number of claimants for or arising out of any one event or all events of the series consequent on or attributable to one source or original cause will not exceed the limit of indemnity.

The limit of indemnity will be the maximum amount payable including **costs and expenses**.

- 2. Notwithstanding anything contained in paragraph 1 above, **our** liability under this section for damages and **costs and expenses** payable for any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of **terrorism** will not exceed **GBP5,000,000**.

If **we** allege that by reason of the **terrorism** limitation any **bodily injury**, cost or expense is not covered or is covered only up to the limit of indemnity, the burden of proving the contrary shall be upon **you**.

Where more than one party is entitled to indemnity under this section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in 1 or 2 above.

Employers' liability compulsory insurance

The compensation granted by this section is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of liability to **employees**.

If however, **we** pay any sum which would not have been paid but for the provisions of such law, then **you** will repay such sum to **us**.

Extensions

These extensions are in accordance with all other terms of this policy so far as they can apply unless otherwise stated.

- 1. **Contractual liability**
We will cover **you** under this section against liability for **bodily injury** assumed by **you** to the extent that any contract or agreement entered into by **you** with any **principal** so requires provided that

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 6 – Employers' liability

- a) the liability arises out of the performance by **you** of such contract or agreement;
- b) the conduct and control of claims is vested in **us**;
- c) the cover granted will apply only for liability to any **employee**; and
- d) nothing in this extension will increase **our** liability to pay any amount in excess of the limit of indemnity under this section.

2. Compensation for court attendance

In the event of any of **your** directors, partners or **employees** attending court as a witness at **our** request in connection with a claim for which **you** are entitled to compensation under this policy, **we** will provide compensation at the following rates for each day on which attendance is required.

- a) Any director or partner **GBP250** per day
- b) Any **employee** **GBP150** per day

3. Cross liabilities

If the policyholder named in the schedule comprises more than one party, **we** will treat each party as though a separate policy had been issued to each of them.

However, nothing in this extension will increase **our** liability to pay any amount in excess of the limit of indemnity under this section.

4. Unsatisfied court judgments

In the event that

- a) a judgment for damages or costs is obtained against any company or individual operating from premises within the **United Kingdom** by any **employee** for **bodily injury** caused during any **period of insurance** within the **United Kingdom** arising out of and in the course of their employment by **you** in the **business** and
- b) it remains unsatisfied in whole or in part six months after the date of such judgment

we will cover the **employee** or their personal representative up to the limit of indemnity for the amount of damages and awarded costs which remain unsatisfied as long as

- i) there is no appeal outstanding;
- ii) any payment made by **us** will only be for **bodily injury** which would otherwise be within the scope of cover of this section of the policy;
- iii) any payment made by **us** will only be for liability for which **you** would have been entitled to cover under this section of the policy if the judgment had been made against **you**;
- vi) **we** will be entitled to take over and prosecute for **our** own benefit any claim against any other party and **you**, the **employee** or their personal representatives will give all information and assistance required and
- vii) the judgment for damages was obtained in a court of law within the **United Kingdom**.

5. Corporate Manslaughter – Legal Defence Costs

We will pay **your** costs and expenses incurred in connection with:

- a) the defence of criminal proceedings brought against **you**
- b) an appeal against a conviction

in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of **your business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- i) for the payment of fines or penalties;
- ii) for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man;
- iii) for costs and expenses in connection with remedial orders or publicity orders;

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 6 – Employers' liability

- iv) for costs and expenses in connection with a charge or investigation which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations;
- v) for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man;
- vi) for costs and expenses in connection with proceedings or an appeal for which a claim has been admitted under Section 7a Public Liability or Section 7b Products Liability;
- vii) for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not;
- viii) if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this policy arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your** costs and expenses and prosecution costs will be deducted from the total amount payable under this extension.

1. **Health and Safety at Work etc. Act 1974 – Legal Defence Costs**

We will cover **you** and, at **your** request, any director, partner or **employee** in respect of **your** costs and expenses incurred in:

- a) the defence of a prosecution
- b) an appeal against a conviction

for a breach, or an investigation in connection with a breach, of the Health and Safety at Work etc. Act 1974 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation

- i) was committed, or is alleged to have been committed, in the course of **your business** during the **period of insurance**;
- ii) relates to the health, safety and welfare of an **employee**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable

- a) for the payment of fines or penalties;
- b) for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man;
- c) for costs and expenses in connection with remedial orders;
- d) for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations;
- e) for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man;
- f) unless each director, partner or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply;
- g) if an indemnity is provided by any other insurance.

Exclusions

1. **We** will not cover **you** under this section against liability for **bodily injury** to an **employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. **We** will not cover **you** under this section against liability arising **offshore**.
3. **We** will not cover **you** for liability from or in connection with Package Travel and Linked Travel

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 6 – Employers' liability

Arrangement Regulations 2018 (The Regulations) unless such liability would have attached in the absence of such legislation.

4. **We** will not cover **you** for liability arising from or in connection with water diversion, pile driving, underpinning, the use of explosives, demolition or partial demolition
5. **We** will not cover **you** for liability arising from or in connection with the use of cradles or tower cranes
6. **We** will not cover **you** for liability arising from or in connection with any work in or on:
 - a) towers and steeples;
 - b) chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels;
 - c) aircraft, hovercraft, airports or airfields, railways, watercraft (other than hand propelled watercraft), docks or harbours, piers, wharves, breakwaters or sea walls, collieries, mines, quarries, chemical works, gas works, oil refineries or bulk storage facilities for gas or oil, power stations, wind farms, nuclear installations or establishments.

Section 7 – Public/products liability

This cover is optional and only applies if stated as covered in the schedule

Additional definitions

The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions.

Bodily injury

Death, injury, illness, disease or nervous shock.

Business (Note: This definition replaces the definition of Business stated under General definitions where it appears in this section only)

The business carried on in the **United Kingdom** including the following activities.

- a) Ownership, use, repair, maintenance and decoration of premises occupied by **you**.
- b) Repair or maintenance of vehicles or plant owned or used by **you**.
- c) The provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **employee** and first aid, fire, security and ambulance services (but excluding any first aid provided by any qualified medical practitioner or nurse).
- d) Participation in exhibitions held in member countries of the European Union in connection with the business specified in the schedule.
- e) Private work undertaken for **you** by any **employee** or for any director or **employee** with **your** prior consent.

Contract work executed

Work carried out by **you** or on **your** behalf away from **your premises** or that of the party who carried out the work on **your** behalf and which at the time of the event giving rise to a claim under this insurance is no longer **your** property and not under the control of **you** or of any **employee**.

Costs and expenses

- a) Claimants costs and expenses arising for any claim against **you** which may be the subject of cover under this section.
- b) All cost and expenses incurred by **you** with **our** written consent for any claim against **you** which may be the subject of cover under this section.

Offshore

From the time of embarkation by an **employee** onto a conveyance at the point of final departure to an offshore rig, offshore platform or support vessel (including any work in or on such offshore rig, platform or support vessel) until disembarkation by that **employee** from a conveyance on to land upon return from an offshore rig, offshore platform or support vessel.

Products

Any tangible products or goods (including containers, labelling, instructions or advice provided in connection therewith) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed, or serviced by **you** in the course of the **business**.

Property

Property which is both material and tangible.

Section 7 – Public/products liability

You/your/yours (Note: This definition replaces the definition of You/Your stated under General definitions where it appears in this section only)

- a) The insured named in the schedule;
- b) Any associated or subsidiary company of the insured provided it has been notified to and agreed by **us**;
- c) At your request
 - i) any director or **employee** while acting on behalf of or in course of their employment or engagement with you for liability for which you would have been entitled to cover under this section if the claim against any such person had been made against you.
 - ii) any officer, **member** or **employee** of your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such (but excluding any first aid provided by any qualified medical practitioner or nurse);
 - iii) any of your directors, partners or senior officials for private work carried out by any **employee** for them with your consent.
 - iv) any **principal** for legal liability for which you would have been entitled to cover under this section if the claim had been made against you arising out of work carried out by you under a contract or agreement.
 - v) your personal representatives (in the event of your death) for liability incurred by you provided that if cover is extended to any party described in paragraphs a) to c) above that party will be in accordance with the terms of this policy so far as they can apply and in any event **our** liability will not exceed the limit of indemnity.

7A – Public liability

Insuring clause

We will cover **you** under this section of the policy against

- a) all sums which **you** will become legally liable to pay as damages; and
- b) **costs and expenses**

in the event of

1. accidental **bodily injury** to any person other than any **employee**;
2. accidental **damage to property**; or
3. obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

occurring during the **period of insurance** and arising out of **your business**

- a) in the **United Kingdom**
- b) elsewhere in the world other than the United States of America or Canada arising out of business visits by directors or non-manual **employees** ordinarily resident in the **United Kingdom**.

Limit of indemnity

The maximum amount **we** will pay for one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed in respect of

1. in respect of **terrorism**, GBP2,000,000 or the public liability limit of indemnity shown on the schedule whichever is lower
2. in respect of all other claims, the public liability limit of indemnity shown on the schedule.

Section 7 – Public/products liability

Where liability arises out of or in connection with **terrorism or pollution or contamination**, the limit of indemnity is inclusive of all damages, **costs and expenses**. For all other claims all costs and expenses incurred by **you** with **our** written consent are payable in addition to the public liability limit of indemnity. Where more than one party is entitled to indemnity under Insuring Clause 7a Public Liability **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in 1. or 2. above in any one **period of insurance**.

Extensions

These extensions are in accordance with all other terms of this policy so far as they can apply unless otherwise stated.

1. **Accidental release of asbestos (Claims made) cover**

We will cover the amount of damages which **you** are legally liable to pay in respect of a claim first made against **you** and notified to **us** during the **period of insurance** arising from the accidental and unplanned release of **asbestos**.

The maximum amount **we** will pay for the total of all damages and **claim costs** arising from claims first made against **you** and notified to **us** during the **period of insurance** caused by or arising from **asbestos** is GBP1,000,000.

We will not cover

- 1) claims
 - a) relating to the fear suffered by any person of the consequences of exposure to **asbestos**
 - b) in respect of loss of or damage to material property, obstruction, trespass, nuisance or interference with any right of way, air, light or water unless arising from contamination resulting from the unplanned release of **asbestos** due to a sudden, identifiable, unintended and unexpected incident which happens at a specific time and place during the **period of insurance** in the course of any work, process or other operation
 - c) to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **asbestos** in or on premises
 - i) that **you** have disposed of
 - ii) owned, leased, let, rented, hired or lent to you
 - iii) for which **you** have any statutory duty to manage **asbestos**
 - d) for any incident known to you or for which you should have been aware before the start of this cover
- 2) the greater of GBP1,000 in respect of loss or damage to property caused by or arising from asbestos.

If during the **period of insurance** **you** first become aware of any circumstances that may give rise to a claim under this section and notification is given to **us** during or within 7 days of the expiry of the **period of insurance**, **we** will if a claim is subsequently made against **you** consider such circumstances as having been made during the **period of insurance** that **you** first become aware.

The following additional conditions apply to this section.

- 1) If **you** have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of **asbestos**, a written risk assessment must be undertaken and controls put in place to prevent the release of **asbestos**.
- 2) If **you** discover any materials that are known or suspected to be asbestos prior to or in the course of any work, process or other operation, **you** must immediately upon discovery take steps to suspend or cease such work, process or other operation until the composition of the materials is established.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 7 – Public/products liability

- 3) **You** must ensure that any **asbestos** is investigated, handled, removed, stripped out, demolished, transported and / or disposed of in accordance with Health and Safety regulations in force within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

If **you** do not comply with these conditions **you** will not be covered and **we** will not make any payment in respect of a claim

2. **Car park and cloakroom liability**

We will provide cover against legal liability for accidental **damage** to vehicles or personal effects of other persons which **you** hold in trust or in **your** custody or control as long as

- a) they are not being stored by **you** for a fee or other consideration; and
- b) they are not held in trust by **you** or in **your** custody or control for the purpose of work being carried out on such property.

3. **Contingent liability (non-owned vehicles)**

We will cover **you** for legal liability for accidental **bodily injury** and **damage to property** occurring during the **period of insurance** and arising out of the use of any motor vehicle, which is not **your property** or leased or hired to **you** and is not provided by **you**, while being used in connection with the **business**.

This cover does not apply for

- i) **damage** to such vehicle;
- ii) **bodily injury** or **damage to property** while such vehicle is being driven by **you**;
- iii) liability arising from circumstances in which it is compulsory for **you** to insure or provide security for such vehicle as a requirement of relevant Road Traffic Act legislation; or
- iv) a vehicle being used outside the **United Kingdom**.

For the purposes of this extension “**you**” is restricted to paragraphs a) and b) of Additional Definitions in this section only.

4. **Defective premises**

We will cover **you** against legal liability incurred by **you** during the **period of insurance** for **bodily injury** or **damage to property** arising solely by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which were owned by **you** in connection with **your business** but have been disposed of by **you**. This cover does not apply to any **costs or expenses** incurred in repairing, replacing or making any refund for any such premises or if an indemnity is provided by any other insurance.

5. **Leased premises**

We will cover **you** against liability for **damage** to premises or fixtures or fittings thereof which are leased to **you** for the purposes of **your business** within the **United Kingdom**. This cover does not apply for liability for

- i) **damage** if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such an agreement; or
- ii) the first **GBP350** of **damage**
- iii) **consequential loss** of any kind

6. **Member to member liability**

We will cover any **member** of **your** golf club for legal liability arising due to **bodily injury** or **damage** to property sustained by fellow **members** of the golf club while engaged in the activities of the **business**. **We** will not cover **bodily injury** caused by any **member**, player, participant or official of **yours** to any other person whilst that **member**, player, participant or official is engaged in any activities in connection with shooting, contact or collision sports including but not limited to football, hockey, rugby, boxing, wrestling, lacrosse, water polo or martial arts.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 7 – Public/products liability

7. **Non-negligent third party property damage**

We will cover **you** for **damage** to third party property accidentally caused by **members**, club officials, **employees** or guests whilst participating in activities of the insured club irrespective of legal liability to the extent that **your member**, club official, **employee** or guest is not more specifically insured or entitled to cover under any other insurance including any **members** policy purchased by the club on behalf of those **members**, club officials, **employees** or guests.

The maximum **we** will pay is **GBP1,000** any one event and **GBP20,000** in total in any one **period of insurance**. An applicable **excess** of **GBP100** any one loss applies and not as otherwise stated in the schedule.

8. **Overseas personal liability**

Where **you** or any of **your** directors or **employees** are temporarily visiting a country outside the **United Kingdom** in connection with the **business** during the **period of insurance**, **we** will provide cover to **you** and to

- a) any of **your** directors or **employees**; or
- b) any spouse or child of **your** director or **employee** accompanying them

against liability incurred in a personal capacity for accidental **bodily injury** or **damage** to **property** occurring during such visit.

The cover will not apply to legal liability

- i) arising out of any **property** held in trust
- ii) caused by **bodily injury** to any director, partner or **employee** or member of their family accompanying them
- iii) arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement
- iv) in connection with any business, trade or profession
- v) arising from the ownership, possession or use of mechanically propelled vehicles and anything attached to them, craft intended to travel through air or space, hovercraft and watercraft (other than non-mechanically propelled craft less than nine metres in length used on inland waters) and animals (other than pet domestic animals)
- vi) arising out of the ownership or occupation of land or buildings
- vii) for which any person referred to above is entitled to cover under any other insurance.

9. **Wrongful arrest**

We will cover **you** against all sums **you** will become legally liable to pay as indemnity for wrongful arrest, malicious prosecution, false imprisonment, defamation or assault of any person (other than an **employee**) occurring during the **period of insurance** and arising out of any theft or suspicion of theft at the **premises**.

Exclusions

We will not cover **you** under this section against liability for the following:

1. For **damage** to **property** belonging to **you** or in the custody or control of **you** or any **employee** other than
 - i) **property** including motor vehicles belonging to an **employee** or visitor; or
 - ii) any premises including contents (not being premises leased to **you**) which are temporarily occupied by **you** for the purpose of carrying out work in or to such premises.
2. Arising from the ownership, possession or use under the control of **you** or any **employee** of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.
3. Arising out of the ownership, possession or use by **you** or on **your** behalf of any aircraft or other aerial devices, hovercraft, drilling platform or rig and other **offshore** platforms, railways,

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 7 – Public/products liability

railway locomotives, carriages or watercraft (other than hand - propelled or wind - powered watercraft whilst on inland waterways).

4. Arising from any **products** after they have ceased to be in **your** custody or control other than food or drink for consumption on **your premises**.
5. For damage to **contract work executed**.
6. For the costs incurred by anyone in
 - i) recalling or making refunds for any **products** or **contract work executed**; or
 - ii) remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by **you**.
7. For liability in respect of **damage to property** worked on where the **damage** is as a direct result of the work undertaken.
8. **We will not** claims caused by or arising from:
 - a) inhalation or ingestion of **asbestos**
 - b) exposure to or fear of the consequences of exposure to **asbestos**
 - c) the presence of **asbestos** in any property or on land
 - d) investigating, managing, removing, controlling or remediation of **asbestos**

Except as otherwise provided by Extension 1. Accidental Release of Asbestos (Claims made) Cover under 7A – Public liability.

9. For the purposes of this exclusion the following defined terms shall apply:

Computer System

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

Cyber Act

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 thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber Incident

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**.
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

We will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

- a) any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**
- b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 7 – Public/products liability

- c) failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

- i) for accidental bodily injury
- ii) for accidental **damage to property**

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

7B – Products liability

Insuring clause

We will cover **you** under this section of the policy against

- a) all sums which **you** will become legally liable to pay as damages; and
- b) **costs and expenses**

in the event of

- 1. accidental **bodily injury** to any person; or
- 2. accidental **damage to property**

occurring anywhere in the world during the **period of insurance** and caused by any **products** supplied in the course of **your business** in or from the **United Kingdom** .

Limit of indemnity

The maximum amount **we** will pay in any one **period of insurance** and for any one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed in respect of

- 1) in respect of **terrorism**, GBP2,000,000 or the products liability limit of indemnity shown on the schedule whichever is lower
- 2) in respect of all other claims, the products liability limit of indemnity shown on the schedule.

Where liability arises out of or in connection with **terrorism** or **pollution or contamination**, the limit of indemnity is inclusive of all damages, **costs and expenses**. For all other claims all costs and expenses incurred by **you** with **our** written consent are payable in addition to the products liability limit of indemnity.

Where more than one party is entitled to indemnity under Insuring Clause 7b Products Liability **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in 1. or 2. above in any one **period of insurance**.

Exclusions

We will not cover **you** under this section against liability for the following.

- 1. Caused by or arising out of any **products** which
 - a) to **your** knowledge or that of any director, partner or **employee** are supplied directly or indirectly to the United States of America or any territory within its jurisdiction or Canada; or
 - b) are sold, supplied, erected, repaired, altered, treated, installed in or for use in any aerial devices, spacecraft, aircraft, hovercraft or waterborne craft, motor vehicles or the operational areas of gas, chemical, nuclear, petrochemical or power generation plants or mines.
- 2. The costs incurred in the repair, reconditioning, replacement, removal or breaking out of any **products** or part thereof.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 7 – Public/products liability

3. Arising out of **damage** to **products**.
4. The costs incurred by anyone in recalling or making refunds for any **products**.

Extensions applying to 7A – Public liability and 7B – Products liability

These extensions are in accordance with all other terms of this policy so far as they can apply unless otherwise stated.

1. **Contractual liability**

Notwithstanding General exclusion 4, **we** will cover **you** under this section against liability for **bodily injury** or **damage** to **property** assumed by **you** to the extent that any contract or agreement entered into by **you** with any **principal** so requires provided that

- a) the liability arises out of the performance by **you** of such contract or agreement;
- b) the conduct and control of claims is vested in **us**; and
- c) nothing in this extension will increase **our** liability to pay any amount in excess of the limit of indemnity under this section.

2. **Cross liabilities**

If the policyholder named in the schedule comprises more than one party, **we** will treat each party as though a separate policy had been issued to each of them.

However, nothing in this extension will increase **our** liability to pay any amount in excess of the limit of indemnity under this section.

3. **Compensation for court attendance**

In the event of any of **your** directors, partners or **employees** attending court as a witness at **our** request in connection with a claim for which **you** are entitled to compensation under this **policy**, **we** will provide compensation at the following rates for each day on which attendance is required.

- a) Any director or partner **GBP250** per day
- b) Any **employee** **GBP150** per day

4. **Corporate Manslaughter – Legal Defence Costs**

We will pay **your** costs and expenses incurred in connection with:

- a) the defence of criminal proceedings brought against **you**
- b) an appeal against a conviction

in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of **your business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- i) for the payment of fines or penalties;
- ii) for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- iii) for costs and expenses in connection with remedial orders or publicity orders;
- iv) for costs and expenses in connection with a charge or investigation which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations;
- v) for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man;
- vi) for costs and expenses in connection with proceedings or an appeal for which a claim has been admitted under Section 6 – Employers' Liability for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not;

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 7 – Public/products liability

vii) if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this policy arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your** costs and expenses and prosecution costs will be deducted from the total amount payable under this extension.

5. **Health and Safety at Work etc. Act 1974 – Legal Defence Costs**

We will cover **you** and, at **your** request, any director, partner, or **employee** in respect of **your** costs and expenses incurred in:

- a) the defence of a prosecution
- b) an appeal against a conviction

for a breach, or an investigation in connection with a breach, of the Health and Safety at Work etc. Act 1974 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation:

- i) was committed, or is alleged to have been committed, in the course of **your business** during the **period of insurance**
- ii) does not relate to the health, safety and welfare of an **employee**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- a) for the payment of fines or penalties;
- b) for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man;
- c) for costs and expenses in connection with remedial orders;
- d) for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations;
- e) for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man;
- f) unless each director, partner or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply;
- g) if an indemnity is provided by any other insurance.

6. **Food Safety Act 1990 – Legal Defence Costs**

We will cover **you** and, at **your** request, any director, partner or **employee** in respect of **your** costs and expenses incurred in:

- a) the defence of a prosecution;
- b) an appeal against a conviction

for a breach, or an investigation in connection with a breach, of Part II of the Food Safety Act 1990 as amended or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation was committed, or is alleged to have been committed, in the course of **your business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- i) for the payment of fines or penalties;
- ii) for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations;
- iii) for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man;
- iv) unless each director, partner or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply;

Section 7 – Public/products liability

v) if an indemnity is provided by any other insurance.

7. Consumer Protection Act 1987 – Legal Defence Costs

We will cover **you** and, at **your** request, any director, partner, or **employee** in respect of **your** costs and expenses incurred in:

- a) the defence of a prosecution
- b) an appeal against a conviction

for a breach, or an investigation in connection with a breach, of Part II of the Consumer Protection Act 1987 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation was committed, or is alleged to have been committed, in the course of **your business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- i) for the payment of fines or penalties;
- ii) for costs and expenses in connection with a charge or an investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations;
- iii) for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man unless each director, partner, or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply if an indemnity is provided by any other insurance.

Exclusions applying to 7A – Public liability and 7B – Products liability

We will not cover **you** under this section against liability for the following.

1. For any judgement award or settlement made within countries which operate under the laws of the United States of America or its territories within its jurisdiction or Canada or to any order made anywhere in the world to enforce such judgement award or settlement in whole or in part.
2. Caused by or arising out of the deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent **bodily injury** or **damage to property**.
3. Caused by or arising out of liquidated damages clauses, penalty clauses or performance warranties unless such liability would have attached in the absence of such clauses or warranties.
4. Caused by or arising out of **pollution or contamination**
But **we** will cover **you** against liability for accidental **bodily injury** or accidental **damage to property** caused solely by **pollution or contamination** which results from a sudden, identifiable, unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **period of insurance** provided that
 - a) all **pollution or contamination** which arises out of any one incident will be deemed to have occurred at the time such incident takes place;
 - b) **we** will not cover **you** against liability for **pollution or contamination** happening anywhere in the United States of America or its territories within its jurisdiction or Canada; and
 - c) nothing in these provisos will increase **our** liability to pay damages, costs, fees and expenses in excess of the limit of indemnity in the schedule in the aggregate for any one **period of insurance**.
5. Arising from or in connection with water diversion, pile driving, underpinning, the use of explosives, demolition or partial demolition.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 7 – Public/products liability

6. Arising from or in connection with the use of cradles or tower cranes.
7. Arising from or in connection with any work in or on:
 - a) towers & steeples
 - b) chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels
 - c) aircraft, hovercraft, airports or airfields, railways, watercraft (other than hand propelled watercraft), docks or harbours, piers, wharves, breakwaters or sea walls,
 - d) collieries, mines, quarries, chemical works, gas works, oil refineries or bulk storage facilities for gas or oil, power stations, wind farms, nuclear installations or establishments
8. Arising from **offshore**.
9. Caused by or arising out of
 - i) the defective design, plan, formula or specification of products if it is given for a fee or if a fee would normally be charged for it
 - ii) technical, professional services or remedial instruction and advice for a fee or for which a fee would normally be charged .
 - iii) from a failure to give advice or treatment or any lack of professional skill including treatment given or administered by **you** or on **your** behalf or from errors in connection with the sale, supply, making up or prescribing of any drug, medicine or medical preparation.
10. Arising from or in connection with Package Travel and Linked Travel Arrangement Regulations 2018 (The Regulations) unless such liability would have attached in the absence of such legislation.

Section 8 – Legal expenses

This cover is automatic and will always be shown as insured in your schedule

As cover under this section is provided by DAS Legal Expenses Insurance Company Limited, this section contains its own definitions, exclusions and conditions. These take precedence over any definitions, exclusions and conditions in any other section of this policy unless otherwise stated.

Definitions

Appointed Representative

The **preferred law firm**, law firm, **tax consultancy**, accountant or other suitably qualified person **we** will appoint to act on the **insured person's** behalf.

Business

As shown in the schedule.

Business Premises

As shown in the schedule.

Costs and Expenses

1. All reasonable and necessary costs chargeable by the appointed representative and agreed by **us** in accordance with the DAS Standard Terms of Appointment.
2. The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **our** agreement.

Countries Covered

1. For insured incidents Legal defence (excluding 5 Statutory notice appeals and 7 Disciplinary hearings), and Personal injury The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
2. For all other insured incidents The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands.

DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** 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 as an Appointed Representative the amount is currently GBP100 per hour. This amount may vary from time to time.

Date of Occurrence

1. For civil cases (other than under insured incident **tax protection**), 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

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

- 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 an **insured person** first became aware of it.).
2. For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
 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, mandatory registration or British Standard Certificate of Registration.
 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**.
 5. For insured incident Legal defence 5 Statutory notice appeals, the date when the **insured person** is issued with the relevant notice and has the right to appeal.

Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning **your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

Identity Theft

The theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity.

Insured Person

You and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.

Period of Insurance

The period for which **we** have agreed to cover the **insured person**.

Preferred Law Firm or Tax Consultancy

A law firm, barristers' chambers or tax expert **we** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

Reasonable Prospects

1. For civil cases, the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **we**, or a **preferred law firm or tax consultancy** on **our** behalf, will assess whether there are reasonable prospects.
2. For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

Corporation Tax compliance check which either:

1. includes a request to examine any aspect of **your** (and at **your** request **your** directors and partners) books and records; or
2. advises of a check of **your** (and at **your** request **your** directors and partners) whole tax return.

VAT Dispute

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.

We, Us, Our, DAS

DAS Legal Expenses Insurance Company Limited.

You, Your

The business that has taken out this policy (shown as the policyholder in the policy schedule).

Cover – our agreement

This section of the policy, the policy schedule and any endorsement will be considered as one document. **We** agree to provide the insurance described in this policy for the **insured person** in respect of any insured incident arising in connection with the **business** shown in the schedule, in return for payment of the premium and limited to the terms, conditions, exclusions and limitations set out in this section of the policy, provided that:

1. **reasonable prospects** exist for the duration of the claim;
2. the **date of occurrence** of the insured incident is during the **period of insurance**; or
3. during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - a. the previous legal expenses insurance policy required **you** to report claims during its currency;
 - b. **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident;
 - c. cover has been continuously maintained in force;
 - d. **we** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy;
 - e. the available limit will be limited to the lesser of the sums payable under this or **your** previous legal expenses policy;
4. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**; and
5. the insured incident happens within the **countries covered**.

What We will pay

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

1. The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is GBP500,000;
2. The most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently GBP100 per hour. This amount may vary from time to time;

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

3. In respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist;
4. For an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of the policy, **we** must agree that **reasonable prospects** exist;
5. 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 **costs and expenses** is the value of the likely award; and
6. In respect of legal defence 6 jury service and court attendance the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court pays.

What We will not pay

1. 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 **DAS standard terms of appointment** and these will not be paid by **us**;
2. The total of the employment compensation awards payable by **us** will not exceed GBP1,000,000 in any one **period of insurance**;
3. The first GBP500 of any contract dispute claim where the amount in dispute exceeds GBP5,000 (including VAT). If **you** are 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.

Employment disputes and compensation awards

1. Employment disputes

What is covered

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

- a) before the issue of legal proceedings in a court or tribunal;
- b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- c) contact by ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- d) 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.

What is not covered

A claim relating to the following:

- a) unless equivalent legal expenses insurance was in force immediately before:
 - i. any dispute where the originating cause of action arises within the first 90 days of the start of this policy

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

- ii. any redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this policy.
- b) damages for personal injury or loss of or damage to property.

2. Compensation awards

We will pay:

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

in respect of a claim **we** have accepted under insured incident 1 employment disputes and compensation awards.

Provided that:

- a) In cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
 - i. followed the ACAS Code of 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 (0344 893 9012).
- 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 number above).
- c) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** claims department before starting any redundancy process or procedure with **your** employees (telephone number 0117 934 2183).
- d) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.

Please note that the total of compensation awards payable by **us** is GBP1,000,000 in any one **period of insurance**. Please see What **we** will not pay 2.

What is not covered

- a) 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.
- b) Non-payment of money due under a contract of employment or a statutory provision.
- c) Any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation.
- d) A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- e) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

3. Employee civil legal defence

Costs and expenses to defend the **Insured Person's** (other than **your**) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- a) under legislation for unlawful discrimination; or
- b) as trustee of a pension fund set up for the benefit of your employees.

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

4. Service occupancy

Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which **you** are responsible.

What is not covered

Any claim relating to defending **your** legal rights other than defending a counter-claim.

5. Covenants in restraint of trade

Costs and expenses pursue a civil action against an **employee** or **ex-employee** where they are in breach, or are about to be in breach, of a covenant which restricts them:

- a) from providing services to or soliciting **your** customers; or
- b) enticing other **employees** to leave **your** employment.

Provided that:

- a) the restrictive covenant(s) is expressly incorporated within the **employee's** or **ex-employee's** contract of employment with **you**
- b) the **employee** or **ex-employee** has signed their contract of employment
- c) the restrictive covenant does not exceed 12 months
- d) **you** have not breached the **employee's** or **ex-employee's** contract of employment.

What is not covered

A claim relating to the following:

- a) any dispute where the **date of occurrence** is within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
- b) any claim relating to a restrictive covenant applying to an **employee** or **ex-employee** transferred to **the business** under the Transfer of Undertakings Regulations (TUPE)
- c) defending **our** legal rights, other than the defence of a counter-claim that is an insured incident under this policy.

Legal defence

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

1. Criminal pre-proceedings cover

Before the issue of legal proceedings, when dealing with the police, Health and Safety Executive and/or

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

Local Authority Health and Safety Enforcement Officer where it is alleged that the **insured person** has or may have committed a criminal offence.

2. Criminal prosecution defence

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

Please note **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the schedule. Please see **our** agreement.

3. Data Protection

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

- a) An individual. We will also pay any compensation award in respect of such a claim.
- b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor.

Please note that we will not pay any compensation award in respect of such a claim.

Provided that:

In respect of 3a) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by us.

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 Section Exclusions 3.

What is not covered

A claim related to the following:

- a) the loss, alteration, corruption or distortion of, or damage to stored personal data, or
- b) 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.

Please note this exclusion applies to section 3 of the Legal Defence cover.

4. Wrongful arrest

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

5. Statutory notice appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

What is not covered

- a) 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.
- b) a Statutory Notice issued by an **insured person's** regulatory or governing body.

6. Jury service and court attendance

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

- a) to perform jury service;
- b) to attend any court or tribunal at the request of the appointed representative.

The maximum **we** will pay is the **insured person'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.

7. Disciplinary hearings

If an event results in a disciplinary case brought against the **insured person** by the relevant authority:

Provided that:

- a) For claims relating to the Health and Safety at Work etc Act 1974 the countries covered will be any place where the act applies;
- b) **you** request **us** to provide cover for the **insured person**.

Statutory licence appeal

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.

What is not covered

A claim relating to the following:

1. Assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration;
2. the ownership, driving or use of a motor vehicle.

Contract disputes

A contractual dispute arising from 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.

Section 8 – Legal expenses

Provided that:

1. the amount in dispute exceeds GBP500 (incl VAT). If the amount in dispute exceeds GBP5,000 (incl VAT), **you** will be responsible for the first GBP500 of costs and expenses 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.
2. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed GBP500 (incl VAT);
3. if the dispute relates to money owed to **you**, a claim under this section of the policy is made within 90 days of the money becoming due and payable.

What is not covered

A claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, a dispute arising from an agreement entered into prior to the start of the policy if the **date of occurrence** is within the first 90 days of the cover provided by the policy
2.
 - a) the settlement payable under an insurance policy (**we** will cover a dispute if your insurer refuses **your** claim, but not for a dispute over the amount of the claim)
 - b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings; However, we will cover a dispute with a professional adviser in connection with these matters;
 - c) a loan, mortgage, pension, guarantee or any other financial product and choses in action;
 - d) 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;
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**;
4. A dispute which arises out of the:
 - a) sale or provision of computer hardware, software, systems or services; or
 - b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

Property protection

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

1. any event which causes physical damage to material property; or
2. a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
3. a trespass.

Section 8 – Legal expenses

Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.

What is not covered

A claim relating to the following:

1. a contract **you** have entered into;
2. goods in transit or goods lent or hired out;
3. for the purpose of installations or use in work to be carried out by **you**;
4. mining subsidence;
5. defending **your** legal rights but **we** will cover defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the business of selling motor vehicles);
7. the enforcement of a covenant by or against **you**.

Personal injury

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

What is not covered

A claim relating to the following:

1. any illness or bodily injury that happens gradually;
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury;
3. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim;
4. clinical negligence.

Debt recovery

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- a. the debt exceeds GBP500 (incl VAT);
- b. a claim is made within 90 days of the money becoming due and payable;
- c. **we** have the right to select the method of enforcement, or to forego enforcing judgment if **we** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

What is not covered

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

A claim relating to the following:

1. a. the settlement payable under an insurance policy;
 - b. the sale, purchase, terms of a lease, licence, or tenancy of land or buildings;
 - c. a loan, mortgage, pension, guarantee or any other financial product and choses in action;
 - d. 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.
2. A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
 3. The recovery of money and interest due from another party where the other party indicates that a defence exists.
 4. Any dispute which arises from debts **you** have purchased from a third party.

Tax protection

1. A tax enquiry.
2. An employer compliance dispute.
3. 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 schedule. Please see our agreement at the front of this section.

What is not covered

1. Any claim relating to tax avoidance schemes;
2. Any failure to register for Value Added Tax or Pay As You Earn;
3. Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office;
4. Any claim relating to import or excise duties and import VAT;
5. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Tenancy disputes

We will negotiate for **your** legal rights in respect of a dispute between **you** and **your** landlord relating to premises leased or rented by **you**.

What is not covered

Any dispute arising from or relating to rent or service charges or renewal of the tenancy agreement.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

Identity Theft Protection for Directors or Partners

1. Following a call to the identity theft helpline service **we** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **your** director or partner's identity,
2. If **your** director or partner becomes a victim of **identity theft we** will pay the costs **your** director or partner incurs for phone calls faxes or postage to communicate with the police credit agencies financial service providers or creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore the identity and credit status of **your** director or partner.
3. Following **your** director's or partner's **identity theft we** will pay
 - a) **costs and expenses** to reinstate **your** director's or partner's identity including costs for the signing of statutory declarations or similar documents
 - b) **costs and expenses** to defend **your** director's or partner's legal rights in a dispute with debt collectors or any party taking legal action against **your** director or partner arising from or relating to **identity theft**
 - c) loan rejection fees and any re-application administration fee for a loan when **your** director's or partner's original application has been rejected

Please note that

- i. **your** director or partner must notify their bank or building society as soon as possible
- ii. **your** director or partner must tell **us** if they have previously suffered **identity theft** and
- iii. **your** director or partner must take all reasonable action to prevent continued unauthorised use of their identity

What is not covered

A claim relating to the following:

1. fraud committed by anyone entitled to make a claim under this policy losses arising from **your** business activities.

Exclusions

We will not pay for the following:

Late reported claims

Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.

Costs we have not agreed

Costs and expenses incurred before **our** written acceptance of a claim.

Court awards and fines

Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents employment disputes and compensation awards and legal defence.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

Legal action we have not agreed

Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.

Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

Deliberate acts

Any insured incident deliberately or intentionally caused by an **insured person**.

Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by **you**.

A dispute with DAS

A dispute with **us** not otherwise dealt with under the Arbitration condition of this section.

Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the **business** shown in the policy schedule.

Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

Nuclear, war and terrorism risks

- 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, 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.

Bankruptcy

Any claim where either at the start of, or during the course of a claim, **you**:

- a) are declared bankrupt;
- b) have filed a bankruptcy petition;
- c) have filed a winding-up petition;
- d) have made an arrangement with **your** creditors;
- e) have entered into a deed of arrangement;
- f) are in liquidation;
- g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

Group or Class Actions

Any claim where legal action resulting from one or more event arising at the same time or from the same originating cause which could lead to the court making a Group Litigation Order.

Defamation

Any claim relating to written or verbal remarks that damage the **insured person's** reputation.

Calendar date devices

Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

Litigant in person

Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Conditions

Your representation

1. On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or **tax consultancy** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
2. If the appointed **preferred law firm** or **tax consultancy** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
3. If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. 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 **DAS standard terms of appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently GBP100 per hour. This amount may vary from time to time.
4. The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

Your responsibilities

An **insured person** must:

1. co-operate fully with **us** and the **appointed representative**;
2. give the **appointed representative** any instructions that **we** ask **you** to.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

Offers to settle a claim

1. An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
2. If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
3. **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and any **insured person** must give **us** all the information and help **we** need to do so.

Assessing and recovering costs

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

Cancelling an appointed representative's appointment

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

Withdrawing cover

If an **insured person** 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.

Expert opinion

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

Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk).

If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

jointly by **you** and **us**. 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 **you** and **us** or may be paid by either **you** or **us**.

Fraudulent claims

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

1. a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
2. a false declaration or statement is made in support of a claim.

Keeping to the policy terms

An **insured person** must:

1. keep to the terms and conditions of this section of the policy;
2. take reasonable steps to avoid and prevent claims;
3. take reasonable steps to avoid incurring unnecessary costs;
4. send everything **we** ask for in writing; and
5. report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

Claims under this section of the policy by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this section of the policy 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 of the policy in relation to any third-party rights or interest.

Other insurances

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

Law that applies

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 policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Data Protection

To comply with data protection regulations **we** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including the **insured person's** name, address, date of birth, e-mail address and, on occasion, dependent on the type of cover the **insured person** has, sensitive information such as medical records. This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

obtain the **Insured Person's** personal information either directly from them, the **Appointed Representative** or from the authorised partner who sold them the policy.

Who we are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The use of the **insured person's** personal data by **us** and members of the DAS UK Group are covered by **Our** individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

How we will use your information

We may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the **insured person** has, their information may also be sent outside the EEA if they require a hire car so the service provider can administer this aspect of their claim.

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

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

What is our legal basis for processing your information?

It is necessary for **us** to use the **insured person's** personal information to perform **our** obligations in accordance with any contract that **we** may have with the **insured person**. It is also in **our** legitimate interest to use the **insured person's** personal information for the provision of services in relation to any contract that **we** may have with **you**.

What are your rights?

The **insured person** has the following rights in relation to the handling of their personal data:

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

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Legal expenses

Quay Side
Temple Back
Bristol
BS1 6NH

Or via E-mail: dataprotection@das.co.uk

How to make a complaint?

If the **insured person** is unhappy with the way in which their personal data has been processed, the **insured person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **insured person** remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:-

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

Section 9 – Road Traffic Act (RTA) Liability

This cover is optional and only applies if stated as covered in the schedule

Definitions

(Also refer to the General Definitions section).

The following definitions apply to this section and will keep the same meaning wherever they appear in the section, unless an alternative definition is stated to apply.

Certificate of motor insurance

A document which is legal evidence of **your** insurance and forms part of this **policy**.

Compulsory motor insurance legislation

The Road Traffic Act, and any other Acts, Laws or Regulations which govern the insurance of liabilities to Third Parties arising from the driving or use of a motor vehicle in any country in which this **policy** operates.

Employee

- (a) Any person who undertakes work for **you** or on **your** behalf, including:
- (b) employed by **you** under a contract of employment or apprenticeship;
- (c) supplied to **you** for the purpose of study work or training experience;
- (d) a prospective **employee** who is undergoing practical work experience while being assessed by **you** as to his or her suitability for employment;
- (e) a family member or voluntary helper working under **your** supervision and control and in connection with the business; or
- (f) Any other person who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as **your** other **employees** and who performs work under **your** supervision.

Endorsement

An alteration in the terms of the insurance which alters the standard wording and is shown in **your schedule**.

Hazardous goods

Goods of a generally hazardous or dangerous nature and/or quantity that require carriage in accordance with:

- (a) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992; and /or
- (b) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009; and/or
- (c) The Carriage of Dangerous Goods Manual published by the Health and Safety Executive;

including amendments to and re-enactments or replacement of such regulations or directives and any other legislation of similar intent (including subsequent legislation, if applicable) and will include their equivalents in any jurisdiction in which this **policy** operates.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 9 – Road Traffic Act (RTA) Liability

Implement

A tool of trade that can be attached to and used with the **insured vehicle**.

Insured vehicle

Any motor vehicle advised to **us** as described in the current **certificate of motor insurance** and including:

- (a) **agricultural vehicle** meaning a vehicle which is constructed to operate primarily as an agricultural tool of trade which is not a passenger carrying vehicle and is not designed for the carriage of goods, including but not restricted to plant, tractor, agricultural use vehicle, forestry vehicle, all-terrain vehicle, harvester and the like;
- (b) **articulated vehicle** meaning a goods carrying vehicle comprising of power unit and one or more semi-trailers;
- (c) **bus** or **coach** meaning a passenger carrying vehicle with 17 or more passenger seats;
- (d) **car** meaning a private passenger carrying vehicle with less than 8 passenger seats, not used for hire and reward;
- (e) **commercial vehicle** meaning a motor vehicle manufactured or adapted for the carriage of goods or livestock (other than an **agricultural vehicle**);
- (f) **motor cycle** meaning any motor cycle, motor cycle and sidecar or moped;
- (g) **minibus** meaning a vehicle designed to carry between 9 and 16 passengers in addition to the driver;
- (h) **special type vehicle** meaning a vehicle which is constructed to operate primarily as a tool of trade which is not a passenger carrying vehicle and is not designed for the carriage of goods.

Unless requested by **you** and agreed by **us** this **policy** does not cover vehicles registered elsewhere than in the **United Kingdom**, the Isle of Man or the Channel Islands.

Policy

This **policy** document including any **schedule**, **endorsement** or **certificate of motor insurance** you've received from **us**, which must be read together as one contract.

Pollution or Contamination

The actual or threatened release, discharge, escape or dispersal of any solid, liquid, gaseous or thermal irritant or containment including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled reconditioned or reclaimed).

Principal

Any person, company, local authority or other body with whom **you** have entered into a contract or agreement for the performance of work in connection with **your** business.

Schedule

This is the document unique to **your policy** highlighting the level of cover chosen, **policy** limits and **endorsements** applicable to **your policy**.

Trailer

Any vehicle manufactured not to be mechanically driven that is properly constructed to be towed by a motor vehicle and includes articulated trailers, semi-trailers and draw bar trailers.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 9 – Road Traffic Act (RTA) Liability

United Kingdom

England, Scotland, Wales and Northern Ireland.

Liability to Third Parties

We will insure **you** for all sums **you** may be legally liable to pay, including costs and expenses recovered by any claimant, for death or bodily injury to any person and/or loss or damage to property of a third party caused by or arising out of the use of the **insured vehicle** or **trailer** or during the loading or unloading of the **insured vehicle** or **trailer**.

In the same way as **you** are insured, **we** will also insure:

- (a) any person permitted by **you** to drive the **insured vehicle** provided that the person holds a licence to drive the **vehicle** and/or has held and is not disqualified from holding or obtaining a licence unless a licence is not required by law and who is not prevented from holding or obtaining a licence as a result of failing to meet the relevant residency requirements;
- (b) any person (other than the driver or operator) permitted by **you** to use the **insured vehicle** provided the cover is shown on the **certificate of motor insurance**;
- (c) at **your** request any person being carried in, on or getting into or out of the **insured vehicle**; and
- (d) the legal representatives of any person who would have been entitled to insurance under this Section.
- (e) any person permitted by **you** to drive an **agricultural vehicle** or **special type vehicle** in a place where no licence is required by law, provided that:
 - i) the driver meets the limitations of any relevant health and safety legislation, including age, fitness and training; and
 - ii) the terms of this **policy**, **certificate of motor insurance**, **schedule** and any **endorsement** are otherwise observed.

(1.1) - Damage to Property – (the maximum amount we will pay)

The maximum amount **we** will pay for loss or damage to property of a third party, including costs and expenses, for any one loss or series of losses arising from one event caused by or arising out of the use of an **insured vehicle** and/or **trailer** or **implement** attached to an **insured vehicle** will be:

- (a) **GBP20,000,000** where the **insured vehicle** is a **car**, except as c) below.
- (b) **GBP5,000,000** for all other **insured vehicles**, except as c) below.
- (c) **GBP1,200,000** while the **insured vehicle** is being used for the carriage of **hazardous goods**.

(1.2) - Towing Disabled Vehicles

We will insure **you** while any **insured vehicle** is towing a caravan, **trailer** or broken-down vehicle.

What is not covered:

- (a) where a caravan, **trailer** or broken-down vehicle is being towed for reward;
- (b) where the **insured vehicle** is towing more **trailers**, caravans or broken down vehicles than is allowed by law;
- (c) where towing any vehicle, caravan or **trailer** exceeds the plated train weight of the **insured vehicle** or

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 9 – Road Traffic Act (RTA) Liability

- (d) for loss or damage to the towed caravan or broken down vehicle or the contents carried in or on it.

(1.3) - Vehicles Loaned or Hired

We will insure the owner of a vehicle loaned or hired to **you** provided that:

- (a) **you** request **us** to;
- (b) the contract between the owner and **you** requires it;
- (c) the owner is not insured under any other policy;
- (d) the vehicle is not being driven (or operated) by the owner or an **employee** of the owner;
- (e) the vehicle has been declared to **us** and **you** have paid or have agreed to pay the premium;
and
- (f) the owner complies with the terms and conditions of this **policy** as far as they can.

(1.4) - Cross Liabilities

Where **your policy** is in the name of more than one person or company **we** will also cover each person or company specified as the policyholder as though separate policies had been issued in individual names.

The maximum sum **we** will pay in total will not exceed the limits shown in “(1.1) - Damage to Property – (the maximum amount we will pay)” on page 1224.

(1.5) - Principal's Clause

Where **you** have entered in to a contract with a **principal** and are undertaking work involving the use of the **insured vehicle**, at **your** request **we** will provide cover to insure any **principal** against liability at law provided that:

- (a) **we** will not be liable for death or bodily injury or loss or damage to property arising out of the negligence or other default of the **principal** or their employees or agents;
- (b) **we** will have the sole conduct of any claim arising under the terms of this **policy**; and
- (c) the **principal** complies with the terms and conditions of this **policy**, as far as is possible.

(1.6) - Movement of Third Party Vehicles

We will provide cover for any accident caused by or arising out of **you** or **your employee**:

- (a) driving or moving any motor vehicle, not belonging to **you**, impeding **your insured vehicles'** legitimate access or exit during the course of **your** business; and
- (b) parking or moving vehicles belonging to customers or visitors while the vehicles are on **your** premises.

For the purposes of this Section the vehicles will not be regarded as property in **your** custody or control.

Section 9 – Road Traffic Act (RTA) Liability

(1.7) - Contingent Liability

We will insure **you** and no other party for **your** legal liability arising out of an event caused by or in connection with any motor vehicle not belonging to or provided by **you** being used for **your** business, provided that **we** will not be liable:

- (a) in respect of loss or damage to the vehicle; and
- (b) to make any payment if at the time of the loss or liability there is any other insurance in force covering the same liability.

(1.8) – Unauthorised Use

We will insure **you** (and no other person) in accordance with the terms of and subject to the limitations of Sections 1 and 2 of this **policy** while the **insured vehicle** is being used, driven or operated by any **employee** of **yours**, without **your** authority, for any purpose not permitted under this **policy**.

Provided always that **you** shall take all reasonable precautions to ensure that all persons who may use, drive or operate a vehicle are made aware of the permitted purposes of use under this **policy**.

(1.9) - Emergency Medical Treatment

We will pay for emergency treatment as required by the Road Traffic Act arising out of the use of the **insured vehicle**.

(1.10) - Compulsory Insurance

Your policy provides the minimum insurance required to comply with the laws relating to **compulsory motor insurance legislation** in any country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Articles 7 (2) of EU Directive on insurance of civil liabilities arising from the use of motor vehicles (No72/166/CEE).

Where the minimum insurance required is less than that provided in the **United Kingdom**, the higher level will apply.

(1.11) – Compensation for court attendance

If at **our** request **you**, any director, partner or **employee** of **yours**, is attending court as a witness in connection with a claim in respect of which **you** are entitled to indemnity, **we** will compensate **you** for any reasonable travel or accommodation expense in connection with this attendance at court. The most **we** will pay is **GBP100** per person per day.

Exclusions

What is not covered:

We will not insure **you** for the following except to the extent required by any **compulsory motor insurance legislation** in respect of:

- i) death or bodily injury or loss or damage to property caused by or arising beyond the limits of any carriageway or thoroughfare in connection with:
 - a) the bringing of the load to the **insured vehicle, trailer** or **implement** for loading; or

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 9 – Road Traffic Act (RTA) Liability

- b) the taking away of the load from the **insured vehicle, trailer or implement** after unloading by any person other than the driver or attendant of the **insured vehicle, trailer or implement**;
- ii) death of or bodily injury to anyone, arising out of and in the course of their employment by **you**;
- iii) loss of or damage to property, including property being carried in or on the **insured vehicle, trailer or implement** belonging to or in the custody or control of any person claiming under this **policy**;
- iv) death or bodily injury to any person or loss or damage to property directly or indirectly caused by spillage, **pollution** or **contamination** unless this is directly caused by a sudden identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**;
- v) death or bodily injury to any person or loss or damage to property directly or indirectly caused by or attributed to the spraying or spreading of any chemical by an **insured vehicle, trailer or implement** attached unless arising out of the collision or impact of the **insured vehicle, trailer or implement** with an object, or the overturning of the **insured vehicle, trailer or implement**;
- vi) death or bodily injury or loss or damage to property arising while an **insured vehicle, trailer or implement** is working as a tool of trade;
- vii) death or bodily injury to any person or loss or damage to property arising from the carriage of **hazardous goods** unless this has been declared to and accepted by **us**. Where accepted, **we** will not pay any amount in excess of the sum shown in the **schedule** in respect of any loss or event. In the event of a claim where the carriage of **hazardous goods** has not been declared and accepted by **us** and **we** have to settle a claim under this **policy** only by virtue of the provisions of the law of any territory in which this **policy** operates, **you** must repay to **us** all sums **we** have paid which **we** would not have been liable to pay but for the provisions of the law;
- viii) death or bodily injury or loss or damage arising in respect of a detached **trailer** unless declared to and accepted by **us** and **you** have paid or agreed to pay any premium **we** have requested;
- ix) exemplary, aggravated or punitive damages;
- x) fixed penalties, fines or any costs arising from them; or
- xi) any accident, loss or damage to any aircraft, any liability or injury arising as a result or any indirect loss in connection with any aircraft operation arising from the presence of the **insured vehicle, trailer or implement** in any area to which aircraft have access.

Section 10 – Directors’ and Officers’ Liability

This cover is optional and only applies if stated as covered in the schedule

Additional Definitions

The following definitions apply to this section and will keep the same meaning wherever they appear in the section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions.

Abuse

Wrongful, neglectful or inappropriate behaviour resulting in **bodily injury** or harm to any person which may be of a physical, sexual, psychological or emotional nature.

Circumstance

An incident, occurrence, fact, matter, act, error, omission or event which could give rise to a claim.

Claimants’ Costs and Expenses

The costs incurred by someone making a claim against an **insured person** or **you** which an **insured person** or **you** are legally liable to pay.

Company Wrongful Act

Any actual or alleged:

- a) breach of duty
- b) breach of trust
- c) negligent act, error or omission
- d) misstatement or misleading statement
- e) breach of warranty of authority
- f) any other matter claimed against **your organisation**

committed or attempted by **your organisation**, where **your organisation** is an incorporated company and arising from the conduct of **your organisation**.

Controlling Interest

Shares conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in the capital of **you**, for the time being in issue, and conferring the right to vote at general meetings, including shares held by all persons who, in relation to each other, are associates or persons acting in concert within the meaning of the City Code on Takeovers and Mergers.

Cyber act

Any malicious attempt or attempts to damage, disrupt or gain access to computer systems networks or devices by cyber means including an incident in which data, computer systems or networks are accessed or affected in a non-authorized way.

Defence Costs

Costs and expenses incurred with **our** consent in:

- a) investigating or defending any claim
- b) funding any appeal arising from a judgment, decision or award in relation to a claim.

Discovery Period

A single extension of the expiring **period of insurance** in respect of any claim made against an **insured person** or **your organisation** during the period of 12 months after the expiry of the **period of insurance** but only for a:

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 10 – Directors’ and Officers’ Liability

- a) **wrongful act** by an **insured person**
- b) **company wrongful act** by **your organisation** committed or attempted prior to expiry of the original **period of insurance** shown in the schedule.

Employment Practice Wrongful Act

Any actual or alleged:

- a) wrongful or unfair dismissal, discharge or termination of employment,
- b) breach of written or implied contract of employment,
- c) employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation,
- d) harassment, unlawful discrimination or failure to provide adequate employee procedures and policies,
- e) retaliatory treatment,
- f) libel, slander or defamation of character,
- g) invasion of privacy of any kind, or
- h) any other matter

happening only as a result of **you** employing a present, past or prospective **employee** and arising from the conduct of **your organisation**.

Insured Person

- a) all or any of the natural persons who were, or now are, or may, during the **period of insurance**, be appointed as a director, partner, officer or trustee of **your organisation** other than **your organisation’s** external auditors, insolvency practitioners or solicitors.
- b) any **employee** (other than as detailed in item a of this definition) with a controlling involvement in **you**.
- c) estates, heirs, legal representatives or assigns of any director, partner, officer or trustee of **your organisation** (as detailed in item a of this definition) in the event of their death, incapacity, insolvency or bankruptcy but only in respect of any claim for which they would have been entitled to indemnity under this insurance in the absence of such death, incapacity, insolvency or bankruptcy.
- d) spouses or civil partners of any director, partner, officer or trustee of **your organisation** (as detailed in item a of this definition) but only in respect of any claim brought against such spouse or civil partner to enforce against the property of such spouse or civil partner a judgment obtained against a director, partner, officer or trustee of **your organisation** for which they are entitled to indemnity under this insurance.

For the purposes of this definition, director includes a de facto director or a shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.

Investigation

An official:

- a) examination
- b) enquiry
- c) investigation

into **your organisation** commenced during the **period of insurance** by any regulatory body, government department or other body having a legal right to examine, conduct an enquiry or investigate **your business**.

It does not include any examination, enquiry or investigation arising from actual **pollution or contamination** or alleged or threatened **pollution or contamination** or any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of **your sector** which is not related solely to the conduct of **your organisation** or an **insured person’s** conduct.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 10 – Directors’ and Officers’ Liability

Investigation Costs

Legal and other professional costs and expenses agreed with **us** in writing, incurred directly by **you** or an **insured person** in preparing for and attending any **investigation**.

This does not include salary or any other additional costs of **yours**.

Legal Representation Costs

Legal costs, fees, charges and expenses incurred, with **our** prior consent, for which an **insured person** or **you** is legally liable to pay (other than the remuneration of an **insured person** or **your organisation** or any other additional costs incurred by an **insured person** or **you**) for legal representation.

Loss

Costs and expenses of any claimant which **you** or an **insured person** becomes legally liable to pay and incurred with **our** prior written consent, to investigate or defend a **claim** against **you** or any **insured person** and this will include:

- a) **defence costs** and **investigation costs**
- b) awards of damages (including punitive and exemplary damages where legally allowed)
- c) pre and post judgement interest on a judgement or award covered by this section
- d) settlements

But this will not include any civil, regulatory or criminal fines or penalties, salary or **employment related benefits**.

Organisation

Means **you**.

Outside Entity

Any corporate body, other than **you**, that is:

- a) tax exempt and not for profit, or
- b) a company in which **you** hold any issued share capital other than:
 - i) any corporate body registered, domiciled or incorporated outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man;
 - ii) any organisation providing financial services;
 - iii) any listed company.

Retaliatory Treatment

Any actual or alleged action by you against an **employee** as a result of the **employee** using or trying to use their legal rights.

Wrongful Act

Any actual or alleged:

- a) breach of duty
- b) breach of trust
- c) negligent act, error or omission
- d) misstatement or misleading statement
- e) breach of warranty of authority
- f) liability for wrongful trading (under section 214 of the Insolvency Act 1986)
- g) libel or slander or defamation of character

committed or attempted by an **insured person** in their capacity as a director, partner, officer or trustee of **your organisation**.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 10 – Directors’ and Officers’ Liability

Trustees’ and officers’ Liability

Limit of Cover

The maximum amount **we** will pay under this section including all

- a) damages and **claimants’ costs and expenses**
- b) **defence costs**
- c) **legal representation costs** and related professional fees

will not exceed the limit of indemnity shown in the schedule in respect of all claims made during the **period of insurance**.

What is covered

Trustees’ and officers’ Liability

We will pay the amount of damages and **claimants’ costs and expenses** which an **insured person** becomes legally liable to pay as the result of any claim made against an **insured person** during the **period of insurance** (or **discovery period** if applicable) for a **wrongful act** within the **territorial limits** for which **your organisation** has not provided the **insured person** with indemnity.

We will also pay the **insured person’s defence costs**.

Company Reimbursement

We will pay the amount of damages and **claimants’ costs and expenses** which **your organisation** becomes legally liable to pay as the result of any claim made against an **insured person** during the **period of insurance** (or **discovery period** if applicable) for a **wrongful act** within the **territorial limits** but only when and to the extent that **your organisation** has provided the **insured person** with an indemnity.

We will also pay **your organisation’s defence costs**.

Outside Entity

We will pay the amount of damages and **claimants’ costs and expenses** which an **insured person** becomes legally liable to pay as the result of any claim made against an **insured person** during the **period of insurance** (or **discovery period** if applicable) for a **wrongful act** within the **territorial limits** in the **insured person’s** role as a director, officer, governor or trustee of an **outside entity** provided neither the **outside entity** nor **your organisation** have provided the **insured person** with indemnity.

We will also pay the **insured person’s defence costs**.

Legal Representation Costs

We will pay on the **insured person’s** behalf (or on behalf of **your organisation** to the extent that **you** have provided an **insured person** with an indemnity) the **legal representation costs** and related professional fees arising from an **investigation** notified as being required during the **period of insurance**.

Extensions

Past Insured

In the event that the insurance provided by this section is not renewed nor replaced with similar insurance, cover will continue in respect of any person who retires from or voluntarily ceases to be a director, officer, governor or trustee of **your organisation** prior to the date of expiry of the **period of insurance**.

Cover will continue for a period of:

- a) 72 months (for retirement), or
- b) 180 days (for reasons other than retirement)

from the date of expiry of the **period of insurance** provided that:

- i) such person has not been disqualified or dismissed from such office;

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 10 – Directors’ and Officers’ Liability

- ii) it is not as a consequence of a takeover, merger or winding up;
- iii) no similar insurance is in place elsewhere;
- iv) cover will only apply to claims caused by a **wrongful act** occurring prior to the date of their ceasing in or retiring from their role as a director, officer, governor or trustee of **you**;
- v) the extended cover period as noted in a and b above will run at the same time as any **discovery period** if applicable.

Civil Fines and Penalties

We will pay on the **insured person’s** behalf any civil fine or penalty imposed by a regulator, disciplinary body, criminal authority, government body, government agency, official trade body or any other body that is empowered by statute within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man to investigate **your organisation’s** affairs, as a direct result of the **insured person** acting in their capacity as a director, partner, officer or trustee of **your organisation** unless that civil fine is deemed uninsurable under the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

What is not covered

Employment Claims

We will not pay for any claim arising out of or in connection with an **employment practice wrongful act**.

Charity, clubs and associations legal liability

Limit of Indemnity

The maximum amount **we** will pay under this section including all:

- a) damages and **claimants’ costs and expenses**
- b) **defence costs**
- c) **legal representation costs** and related professional fees

will not exceed the limit of indemnity shown in the schedule in respect of all claims made during the **period of insurance**.

What is covered

Charity, clubs and associations legal liability

We will pay the amount of damages and **claimants’ costs and expenses** which **your organisation** becomes legally liable to pay as the result of any claim made against **your organisation** during the **period of insurance** (or **discovery period** if applicable) for a **company wrongful act** within the **territorial limits**.

We will also pay **your organisation’s defence costs**.

Legal Representation Costs

We will pay on behalf of **your organisation** the **legal representation costs** and related professional fees arising from an **investigation** notified as being required during the **period of insurance** under the provisions of the:

- a) Health and Safety at Work etc. Act 1974;
 - b) Corporate Manslaughter and Corporate Homicide Act 2007;
- or the equivalent legislation in any other jurisdiction.

Section 10 – Directors’ and Officers’ Liability

Extensions

Loss of Documents

We will pay on behalf of **your organisation** the costs incurred by **your organisation** in reproducing or restoring documents and computer system records held or owned by **your organisation** or for which **your organisation** is responsible following accidental **damage** occurring during the **period of insurance**.

We will not pay:

- a) for **damage** to bearer bonds, coupons, stamps, promissory notes, share certificates, bank or currency notes or negotiable instruments
- b) if an indemnity has been provided under any other section of this policy.

Our liability under this extension will not exceed **GBP100,000** in any one **period of insurance**.

2. Crisis Communication

We will pay on behalf of **your organisation** the costs incurred, with **our** prior consent, in engaging a professional public relations firm or consultant, crisis management or law firm to prevent or limit the adverse effects of negative publicity arising from a claim within the **territorial limits** in respect of a **company wrongful act** or an **investigation**.

Our liability under this extension will not exceed **GBP25,000** in any one **period of insurance**.

What is not covered

Cyber act and loss of computer system

We will not cover any claim, **loss** or **investigation** caused by:

1. a **cyber act**
2. use of, inability to use, or partial or total unavailability or failure of any computer system provided the computer system is owned or controlled by **you** or on **your** behalf
3. any failure or interruption of service provided
 - a. to **you** or any party acting on **your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware or software owned by **you**
 - b. by any utility provider, but only where such failure or interruption of service impacts a computer system owned or controlled by **you** or any party acting on **your** behalf.

Libel, Slander and Defamation

We will not pay for any claim for any actual or alleged libel, slander, defamation or any form of invasion of privacy.

Employment

We will not pay for any claim arising out of or in connection with an **employment practice wrongful act**.

Employment Practices Liability

Limit of cover

The most that **we** will pay for any one claim including **defence costs** and/or **investigation costs** is the limit of liability shown in the schedule.

Each claim will be treated as being made when **we** receive written notice of the claim. **Investigation costs** will be treated as being made when **your** or an **insured persons** attendance is notified as being required.

Section 10 – Directors’ and Officers’ Liability

What is covered

Claims by employees cover

We will pay for **your** or any **insured person’s loss** caused by a claim by an **employee** alleging an **employment practice wrongful act**.

The **excess** will not apply to any claim brought only against an **insured person**.

Claims by others cover

We will pay for **your** or any **insured person’s loss** caused by a claim by anyone other than an **employee** alleging an **employment practice wrongful act**.

Investigation costs cover

We will pay for **your** or any **insured person’s investigation costs** caused by an **investigation** first notified as being required during the **period of insurance**.

The **excess** will not apply to any **investigation** that only involves an **insured person**.

Outside entity cover

We will pay for the **loss** incurred by any **insured person** for any **employment practice wrongful act** carried out by an **insured person** in their role as an **employee** of an **outside entity**.

As long as the **insured person** acts in that role at **your** written request and the claim does not arise from a **wrongful act** carried out after the **insured person** stopped acting in this role.

We will only pay after any cover provided by the **outside entity** to its trustees, directors or officers and any other insurance available to its trustees, directors and officers has been used.

What is not covered

Claims outside of the United Kingdom exclusion

We will not cover any claim, **loss** or **investigation** brought outside of the **United Kingdom**.

Collective bargaining agreements exclusion

We will not cover any claim caused by **your** failure to act in accordance with any collective bargaining agreement other than:

- a) allegations of **retaliatory treatment**
- b) **defence costs** and/or **investigation costs**.

Contractual payments exclusion

We will not cover any claim caused by **your** failure to pay any amount **you** must pay under contract to an **employee**.

This includes but is not limited to:

- a) payments for notice periods (contractual or statutory); or
- b) any breach of any minimum wage requirements

This exclusion does not apply to **defence costs** and/or **investigation costs**.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 10 – Directors’ and Officers’ Liability

Deliberate and dishonest acts exclusion

We will not cover any claim, **loss** or **investigation** caused by any deliberate breach of employment regulation, deliberately not following the advice provided by the employment helpline or other solicitor/human resources advisor, or any other dishonest or fraudulent act carried out by you or any **insured person**.

Legal requirements exclusion

We will not cover any claim, **loss** or **investigation** caused by **your** legal duties in relation to **your**:

- a) health and safety requirements
- b) payment of unemployment benefits
- c) payment of social security benefits
- d) payment of retirement benefits
- e) payment of disability benefits.

This exclusion does not apply to **defence costs** for any claim caused by **retaliatory treatment**.

Non-compensatory payments exclusion

We will not cover any claim, **loss** or **investigation** caused by:

- a) the failure to pay for anyone else’s liability which **you** must legally take on under any contract or agreement. This does not apply to any claim that would have happened without such contract or agreement
- b) any non-financial order
- c) any amount for the costs of agreeing or refusing to agree with a court or other order for the reinstatement of an **employee** other than basic salary from the original date of dismissal to the date of court or other order.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

Pension rights exclusion

We will not cover any claim caused by:

1. any **employee’s** loss of any right or benefit under any pension scheme, private health insurance or other employee benefit scheme
2. the operation or administration of any pension or employee benefit scheme or trust fund
3. **your** breach of any legislation or regulation related to these activities.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

Tax exclusion

We will not cover any claim caused by **your** failure to pay taxes. This exclusion does not apply to **defence costs** and/or **investigation costs**.

Trade Union membership exclusion

We will not cover any claim caused by membership or non-membership of any trade union or similar organisation other than:

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 10 – Directors’ and Officers’ Liability

1. allegations of **retaliatory treatment**
2. **defence costs** and/or **investigation costs**.

Extensions to the Directors’ and Officers’ Liability Section

Court Attendance

We will pay **you GBP500** for each day **you** are required to attend court in connection with a claim for which **you** are entitled to indemnity under this section.

Our liability under this extension will not exceed **GBP50,000** in any one **period of insurance**.

Emergency Costs

If **you** or **your organisation** cannot reasonably obtain **our** prior written consent to incur **legal representation costs**, we will retrospectively approve such costs, provided they are notified to **us** as soon as practicable.

Our liability under this extension will not exceed **GBP50,000** in any one **period of insurance**.

Pollution or Contamination

We will pay **your** or **your organisation’s defence costs** in the event of any criminal or regulatory proceedings which are initiated during the **period of insurance** in respect of any actual, alleged or threatened **pollution or contamination** arising from a:

- a) **wrongful act** alleged to have been committed by **you**
- b) **company wrongful act** alleged to have been committed by **your organisation**.

We will also pay **your defence costs** which would ordinarily be covered under item a above were it not for an indemnity clause in the governing documents of **your organisation** in which **your organisation** has agreed to indemnify **you**.

We will not pay:

- i) any fines or penalties of any kind
- ii) any claim for loss directly or indirectly arising from **pollution or contamination** other than **your costs and expenses**.

Our liability under this extension is will not exceed **GBP100,000** in any one **period of insurance**.

Discovery Period

If **we** refuse to renew the insurance provided by this section, **your organisation** will be entitled to request a **discovery period**.

We must receive:

- a) written notice, and
- b) payment of an additional premium of 50% of the full annual section premium (as at expiry) within 30 days of the expiry of the original **period of insurance** shown in the schedule.

This extension will not be provided if, at expiry of the original **period of insurance**:

- i) **your organisation** has accepted an offer of similar insurance;
- ii) **your organisation** has merged with another company;
- iii) a party has acquired 50% or more of the total voting rights conferred by all the issued shares in the capital of **your organisation**;
- iv) **we** refuse to renew the insurance provided by this section due to fraud, non-payment of premium, liquidation, bankruptcy or other insolvency.

For the purpose of this extension:

- a) the offer by **us** of renewal terms, conditions, limits or premium that differ to those of the expiring **policy** does not constitute a refusal to renew this insurance;
- b) the extension of the original **period of insurance** does not increase the limit of indemnity provided under this section.

Section 10 – Directors’ and Officers’ Liability

Exclusions to the Directors’ and Officers’ Liability Section

Excess

We will not pay for the amount of the **excess** shown in the schedule.

Fraudulent or Deliberate Acts

We will not pay for any claim directly or indirectly caused by or contributed to by or arising from any dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations by **you** or **your organisation** but nothing in this exclusion will prevent:

- a) any person who is not concerned in such act, omission, breach or disregard being indemnified in accordance with the terms, conditions and exclusions of this insurance for such actions committed by any other person (within the definition of **you**);
- b) **you** being indemnified for **legal representation costs** reasonably incurred in successfully defending an action arising out of an allegation of a dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations.

Illegal Profits

We will not pay for any claim based upon or attributable to **you** or **your organisation** gaining any profit or advantage or receiving any remuneration to which **you** or **your organisation** were not legally entitled.

Excluded Losses

We will not pay for:

- a) taxes
- b) fines or penalties (except as provided by Civil Fines and Penalties under the Trustees’ and officers’ extension
- c) exemplary, punitive or other non-compensatory damages of any kind (these are damages in excess of normal compensation awarded to punish **you** or **your organisation**) that are uninsurable under the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

The United States of America or Canada

We will not pay for:

- a) any claim made within the United States of America or any territory within its jurisdiction or Canada
- b) the enforcement of a judgment obtained in such territories or under such laws
- c) any claim arising directly or indirectly from work carried out or visits in the course of **your business** in the United States of America or any territory within its jurisdiction or Canada.

Prior Claims or Knowledge

We will not pay:

- a) for any claim arising out of any notice of intended claim, **circumstance** or **investigation** notified under any insurance attaching prior to the inception of the insurance provided by this section or which should have been so notified, or
- b) for any claim arising out of any notice of intended claim, **circumstance** or **investigation** known to an **insured person** or **your organisation** prior to the inception of the insurance provided by this section, or
- c) for any other claim arising out of any notice of intended claim, **circumstance** or **investigation** occurring prior to the inception of the insurance provided by this section unless:
 - i) there was previous insurance operative that would have indemnified an **insured person** or **your organisation** had the notice of intended claim, **circumstance** or **investigation** been known to the **insured person** or **your organisation** prior to commencement of this insurance, and
 - ii) documentary evidence is provided of such previous insurance, and
 - iii) the notice of intended claim, **circumstance** or **investigation** relating to such claim happened no more than two years prior to the commencement of the insurance provided by this section.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 10 – Directors’ and Officers’ Liability

Property or Injury Claims

We will not pay for any claim arising out of or in connection with:

- a) actual or alleged **abuse** or other bodily injury, mental anguish, emotional distress, illness, disease or death except any cover provided by Employment Practices Liability clause to this section
- b) **damage** of or to any **property** including loss of use thereof (except as provided by cover under Legal Representation Costs and Loss of Documents extension).

Professional Duty

We will not pay for any claim for actual or alleged breach of, or failure to perform any professional duty or professional service for any client, customer or other person who relies on any advice, treatment, instruction, design, plan, formula or specification provided by an **insured person** or **your organisation**. This exclusion does not apply to any failure to supervise the performance of professional duties or professional services.

Copyright

We will not pay for any claim for actual or alleged misappropriation, infringement or breach of copyright, patent, trademark or other intellectual property right or any infringement of data protection legislation.

Financial Benefit Schemes

We will not pay for any claim for any actual or alleged violation of the responsibilities, obligations or duties imposed under the Pensions Act 1995, or any similar provision of any statutory, civil or common law or any other jurisdiction applicable to trustees, fiduciaries or administrators of any superannuation scheme, program, pension, or other employee benefit plan or trust.

Contractual Liability

We will not pay for any claim for any actual or alleged breach of contract or agreement except to the extent that **you** would be liable in the absence of such contract or agreement.

Conditions to the Directors’ and Officers’ Liability Section

Controlling Interest

If during the **period of insurance**:

- a) more than 50% of **your organisation’s** directors resign or are removed from office within any 90 day period, or
- b) any person, whether or not an existing shareholder, acquires a **controlling interest** in **your organisation**

we must be notified within 30 days of the date of the first of such resignations or removals or change of control .

The insurance provided by this section will be restricted (unless **we** agree in writing to the contrary) so as to apply only to **wrongful acts** or **company wrongful acts** occurring prior to the date of the first of such resignations or removals or change of control.

Advancement of Costs and Expenses

We will advance all costs and expenses on a current basis (less any applicable **excess**) that are incurred, with **our** prior written consent, by **you** in **your** role as a director, officer or trustee of **your organisation** in defending any actions, suits and proceedings against **you** or **your organisation** for a **wrongful act** or a **company wrongful act** for which indemnity is provided under this insurance.

In the event there is an allegation of any dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations on **your** part in any civil or criminal proceedings, the costs and expenses reasonably incurred by **you** will only be advanced at **our** discretion and will be repayable, if so advanced, in the event that **you** plead guilty, or are found guilty, or admit liability or are found liable for such act, omission, breach or disregard.

Section 10 – Directors’ and Officers’ Liability

If there is no such advancement, costs and expenses will be reimbursed to **you** in the event of an acquittal or no finding of any dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations.

Series of Claims or Investigations

- a) A series of claims arising out of the same **wrongful act** or **company wrongful act**, a related series of **wrongful acts** or **company wrongful acts** attributable to one original source or cause will be deemed to constitute a single claim for the purposes of the insurance provided by this section. Such claims will be deemed to have been first made when the earliest such claim was first made.
- b) A series of **investigations** attributable to one original source or cause will be deemed to constitute a single **investigation** for the purposes of the insurance provided by this section. Such **investigation** will be deemed to have been first made when **you** are first required to attend any such **investigation**.

Other Insurances

Unless otherwise excluded, if any claim under this section is also covered in whole or in part by any other existing insurance or by an indemnity from any other insurance or security, **our** liability shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other security had this section not been effected.

Section 11 – Terrorism

The schedule will show if this section is covered.

Definitions

Business interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purpose of the **business**.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Damage

Accidental loss, destruction or damage.

Data

Any data of any sort whatsoever, 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 whatsoever.

Denial of service attack

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**.

Hacking

Unauthorised access to any **computer system** whether **your** property or not.

Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

Premises

The premises shown in the schedule.

Terrorism

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

Virus or similar mechanism

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. The meaning of 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.

Cover

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 11 – Terrorism

The cover provided by Section 1 Material Damage, Section 2 Business Interruption, Section 3 Part 1 Money and Section 4 Trade All Risks is extended to include **damage** to the property insured or **business interruption** where covered caused by happening through or as a result of **terrorism**.

All losses arising within 72 hours caused by **terrorism** during the **period of insurance** will be treated as one loss and **You** can decide when the 72 hour period starts as covered by this section, provided that all **damage** occurs within the **period of insurance** and that no two periods overlap.

What is not covered

Electronic risks exclusion

We will not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

1. damage to or the destruction of any **computer systems**
 2. any alteration, modification, distortion, erasure or corruption of **data**
- in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **hacking or phishing or denial of service attack**.

But this exclusion will not apply where the loss

A. results directly from 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 a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer systems**;
and

B. comprises

- a. the cost of reinstatement, replacement or repair in respect of **damage** to or destruction of property insured by **you** and/or
- b. **business interruption** suffered directly by **you** as a direct result of either **damage** or destruction to property used by **you** at a location covered by this policy or as a direct result of denial, prevention or hindrance of access to a location where property used by **you** is covered by this policy as a result of **damage** caused by **terrorism** to property which is within one mile of the location.

However, under A. and B. above **we** will not cover **you** for any losses caused by **terrorism** where the organisation involved 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.

Subject only to the proviso set out in C. below, the following property is specifically excluded from the cover provided under A. and B. above

- i. money, currency, electronic cryptographic or virtual currency, including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any financial instrument of any sort whatsoever

and

- ii. **data**

C. However, in circumstances where loss otherwise falling within this section results indirectly from any alteration, modification, distortion, erasure or corruption of **data** because the occurrence of a peril or perils detailed under A. above results from any alteration, modification, distortion, erasure or corruption of **data** then notwithstanding ii. above, such loss shall nonetheless be covered.

Excluded property exclusion

We will not cover **you** for any losses directly or indirectly caused by or resulting from loss, destruction or damage to any

1. property located outside England, Wales and Scotland and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
2. nuclear installation or nuclear reactor
3. property which is specifically excluded elsewhere in this policy.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 11 – Terrorism

Motor exclusion

We will not cover **you** for

1. any property covered by a motor policy other than a motor trade policy
2. property covered under a road risks section of a motor trade policy.

Other insurances exclusion

We will not cover **you** for any property which is insured by or would, but for the existence of this section, be insured by any form of transit, aviation or marine policy.

War risks exclusion

We will not cover any claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your** policy.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Limitation of liability condition

Our liability for all losses from any one event and in total in any one **period of insurance** will not exceed

1. the total sums insured, or
2. for each item its individual sum insured, or
3. any other limit of liability

whichever is the less as stated within Section 1 Material Damage, Section 2 Business Interruption, Section 3 Part 1 Money or Section 4 Trade All Risks.

Proof of cover condition

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, costs or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Section 12 – Equipment Breakdown

This cover is optional and only applies if stated as covered in the schedule

Definitions

(Also refer to the General definitions at the front of this policy booklet.)

The following definitions apply to this section and will keep the same meaning wherever they appear in the section.

Accident

- a. electrical or mechanical **breakdown** including rupture or bursting caused by centrifugal force;
- b. artificially generated electrical current including electric arcing that damages electrical devices appliances or wires;
- c. **explosion** or **collapse** of **covered equipment** operating under steam or other fluid pressure;
- d. loss or **damage** to hot water boilers other water heating equipment oil or water storage tanks or other **covered equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment;
- e. loss or **damage** caused by operator error that results in the overloading of **covered equipment**.

All **accidents** that are the result of the same event will be considered one **accident**.

Anchor Location

A well-known third party business which is responsible, and which **your** activities depend upon, for attracting customers to **the premises**.

Breakdown

Damage to an item of **covered equipment** resulting from the actual breaking, distortion or electrical burn-out of any part whilst in ordinary use at **the premises** arising from defects in the item of **covered equipment** causing sudden stoppage of its function and requiring its repair or replacement but excluding **damage** caused by fire or by any cause external to the **covered equipment**.

- a) fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative
- b) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary
- c) electronic derangement.

Collapse

Sudden and dangerous distortion (whether or not attended by rupture) of any part of the **covered equipment** caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).

Section 12 – Equipment Breakdown

Computer and Electronic Equipment

- a. electronic; computer or other **data** processing and/or storage equipment;
- b. projectors printers scanners and other peripheral devices used in conjunction with (a);
- c. software and programs licensed to **you** and installed on (a.);
- d. **portable computer equipment**.

Covered Equipment

Equipment owned by **you** or for which **you** are responsible at **the premises**:

- a. which is built to operate under vacuum or pressure (other than the weight of its contents); or
- b. that generates transmits stores or converts energy; or
- c. which is **computer and electronic equipment**

Excluding

- a. any supporting structure foundation masonry brickwork or cabinet
- b. any insulating or refractory material
- c. any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery carnage or equipment which is included but not the actual vehicle)
- d. self-propelled plant and equipment (other than fork lift trucks and pallet trucks used by **you** at **the premises**) dragline excavation or construction equipment
- e. equipment manufactured by **you** for sale
- f. safety or protective devices due to their functioning
- g. tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
- h. any electronic equipment (other than **computer and electronic equipment**) used for research diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of GBP30,000
- i. any manufacturing production or process equipment, being any machine or apparatus (other than boilers lifts fork lifts dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by **you** and any equipment which exclusively serves such machinery or apparatus, including linked **computer and electronic equipment**
- j. any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- k. any kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and **computer and electronic equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is **your** property or for which **you** are responsible)
- l. any biomass or biogas installation, being any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 12 – Equipment Breakdown

tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors

- m. any hydroelectric installation being any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment, hydroelectric installations also include any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings), and security equipment.

Electronic Derangement

The malfunction of the **computer and electronic equipment** or electronic circuitry controlling or operating the **covered equipment** that is not accompanied by visible **damage** and requires replacement of one or more insured component of the **covered equipment** in order to restore it to its normal operation.

Electronic derangement does not include:

- a. the rebooting, reloading or updating of software or firmware
- b. the incompatibility of **covered equipment** with any software or equipment installed, introduced or networked within the previous 30 days
- c. the **covered equipment** being of insufficient size, specification or capacity.

Explosion

Sudden and violent rending of **covered equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **covered equipment** together with forcible ejection of the contents.

Portable Computer Equipment

- a. laptops palmtops and notebooks
- b. personal digital assistants (PDAs)
- c. projectors printers scanners and other peripheral devices which are designed to be carried and used in conjunction with other **portable computer equipment**
- d. removable satellite navigation systems
- e. digital cameras
- f. smartphones

Service Provider

Means a business that **you** hire under a written contract to perform services on **your** behalf in connection with **the business**.

Transit

The loading, unloading and movement of **covered equipment** (owned by **you** or for which **you** are responsible) other than by air or sea unless the sea transit is by roll-on/roll-off ferry.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 12 – Equipment Breakdown

Cover

We will cover **you** for direct physical loss or **damage** and any specified business interruption for an **accident** to **covered equipment** at **the premises**

The maximum **we** will pay under this Section is:

- a. GBP500,000 for any one **accident** to **computer and electronic equipment**
- b. GBP5,000 for any one **accident** to **portable computer equipment**

subject to a maximum of GBP5,000,000 for any one **accident**.

This cover will apply only where the Material Damage, Trade All Risks and Business Interruption Sections of this policy are operative.

Basis of Settlement

As described in the Material Damage, Trade All Risks and Business Interruption sections of this policy.

Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

The following extensions of cover apply to loss or **damage** caused by or resulting from an **accident** to **covered equipment**

Our liability for the extensions shall be GBP5,000,000 unless there is a sub limit shown in the extension.

(a) Away from Premises

We shall provide cover for direct physical loss or **damage** and any specified business interruption from an **accident** to **covered equipment**

- i. during **transit** anywhere within the **territorial limits**
- ii. whilst temporarily removed from **the premises** to anywhere within the **territorial limits**
 1. as long as the **covered equipment** remains under **your** control, or
 2. if it is removed for the purpose of repair, replacement, restoration, service or modification
- iii. for **portable computer equipment** at any location or in **transit** anywhere in the world.

(b) Hazardous Substances

We shall be liable for the additional cost to repair or replace **covered equipment** because of contamination by a hazardous substance being any substance other than ammonia that has been declared to be hazardous to health by a governmental agency, including any additional expenses incurred to clean up or dispose of such property.

Our liability shall not exceed GBP10,000 any one **accident** in respect of such additional costs.

(c) Reinstatement of Data and Computer Increased Costs of Working

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 12 – Equipment Breakdown

We shall be liable for the following costs incurred in consequence of an **accident** to or **electronic derangement** of **computer and electronic equipment**, including such loss or **damage** which occurs at **your service provider's** premises.

(i) Reinstatement of Data

Costs incurred in reinstating **data** lost or damaged.

Our liability shall not exceed GBP50,000 any one **accident**.

Provided that

(1) liability is limited solely to the cost of reinstating **data** onto **data storage materials**

(2) **we** shall not be liable for loss of or **damage** to software.

(ii) Computer Increased Costs of Working

Reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to **your** computer operations.

Our liability shall not exceed GBP50,000 any one **accident** in respect of such additional costs.

(d) Business Interruption

Provided that the Business interruption section of this policy is operative **we** shall be liable for financial loss caused by or resulting from an **accident** to **covered equipment**, including such loss or **damage** which occurs at **your service provider's** premises.

Our liability in any one **period of insurance** shall not exceed GBP100,000 under this extension.

We shall not be liable under this extension for any loss resulting from Extension (k) – Damage to Own Surrounding Property.

(e) Anchor Location

Provided that the Business Interruption section of this policy is operative **we** shall be liable for financial loss caused by or resulting from an **accident** to property at an **anchor location**.

Provided that

(i) the property at the **anchor location** is of a similar type and function to the **covered equipment** that is the subject of this section.

(ii) the **anchor location** has been open for business for at least six months prior to the **accident** and is located within one mile of **the premises**.

Our liability in any one **period of insurance** shall not exceed GBP50,000 under this extension.

(f) Public Authorities/Law or Ordinance

If an **accident** to **covered equipment** damages a building that is covered under this policy and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the **accident** that regulates the construction or repair of buildings or establishes zoning or land use requirements **we** shall be liable for the following additional costs to comply with such ordinance or law:

(i) **your** actual expenditures for the cost to demolish and clear the site of undamaged parts.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 12 – Equipment Breakdown

- (ii) **your** actual expenditures for increased costs to repair rebuild or construct the building. If the building is repaired or rebuilt it must be intended for similar use or occupancy as the current building unless otherwise required by zoning or land use ordinance or law.

We shall not be liable for:

- (1) any fine
- (2) any liability to a third party
- (3) any increase in loss due to a hazardous substance (other than as specifically insured under Extension (b) Hazardous Substances)
- (4) increased construction costs until the building is actually repaired or replaced.
This extension is within and does not increase the limit of liability shown in the schedule.

(g) **Public Relations Costs**

In the event of financial loss and with **our** prior written agreement **we** will pay the cost for the services of a professional public relations firm to assist **you** in creating and disseminating communications to:

- (i) the media
- (ii) the public
- (iii) **your** customers and clients.

(h) **Expediting Expenses**

With respect to damaged **covered equipment we** shall be liable for the extra cost to make temporary repairs and expedite permanent repairs or permanent replacement.

Our liability shall not exceed GBP20,000 any one **accident** under this extension.

(i) **Hire of Substitute Item**

If **covered equipment** is damaged as a result of an **accident we** shall be liable for the cost of hire charges actually incurred by **you** during the **period of insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

Our liability shall not exceed GBP10,000 any one **accident** under this extension.

(j) **Storage Tanks and Loss of Contents**

The insurance under this Section extends to include **damage** caused by an **accident** to oil storage tanks or water tanks including connected pipework belonging to **you** or for which **you** are responsible at **the premises**.

In addition this extension covers loss of the contents of oil storage tanks caused by

- (i) escape of contents – leakage discharge or overflow from the oil storage tanks caused by or resulting from an **accident**
- (ii) contamination – contamination of the contents of oil storage tanks caused by or resulting from an **accident** including cleaning costs incurred as a result of such loss.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 12 – Equipment Breakdown

Our liability shall not exceed GBP10,000 any one **accident** under this extension.

(k) Damage to Own Surrounding Property

We will pay for **damage to property insured at the premises** belonging to **you** or in **your** custody and control and for which **you** are responsible directly resulting from the **explosion** or **collapse** of any **covered equipment** operating under steam pressure.

Our liability shall not exceed GBP2,000,000 any one **accident** under this extension.

(l) Additional Access Costs

Provided that the Business Interruption section of this policy is operative **we** shall be liable under this extension for any additional costs incurred in order to gain access to repair or replace the **covered equipment** following an **accident**.

Our liability shall not exceed GBP20,000 any one **accident** under this extension.

(m) Debris Removal

We shall be liable under this extension for costs incurred in the removal of debris and protection of **covered equipment** following an **accident**.

Our liability shall not exceed GBP25,000 any one **accident** under this extension.

(n) Repair Costs Investigation

With **our** prior written agreement **we** will pay costs relating to repair investigations and tests by consulting engineers for **damage to covered equipment** following an **accident** for an amount not exceeding GBP25,000 any one **accident**.

We shall not be liable under this extension for fees incurred in preparing a claim.

(o) Energy Efficiency Improvements

With **our** prior written agreement **we** will pay the additional cost to replace the damaged **covered equipment** following an **accident** with similar equipment that is better for the environment, safer and more efficient than the **covered equipment** being replaced.

Our liability shall not exceed 25% of the new replacement cost of the damaged **covered equipment** or GBP25,000 whichever is less.

Exclusions

We will not cover **you** in respect of:

- (a) loss or **damage** caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
- (b) for loss or **damage to data or data storage materials** of any kind caused by:
 - (i) programming error or programming limitation
 - (ii) computer virus
 - (iii) introduction of malicious code

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 12 – Equipment Breakdown

- (iv) loss of **data** (other than as specifically provided for under Extension (c) (i) Reinstatement of Data)
 - (v) loss of access
 - (vi) loss of use
 - (vii) loss of functionality
- (c) for loss or **damage** caused by:
- (i) depletion deterioration corrosion erosion **wear and tear** or other gradually developing conditions
 - (ii) any condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenance
- but if loss or **damage** from an **accident** results **we** will be liable for that resulting loss or **damage**
- (d) for loss or **damage** recoverable under any maintenance agreement or any warranty or guarantee
- (e) for any claim, cost or loss caused by or resulting from **your** commercial decision to stop trading, or the decision of a **service provider** to stop or reduce trade with **you** or restrict services.

Conditions

(a) Precautions

You shall exercise due diligence in:

- (i) complying with any statute or order
- (ii) ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking practical precautions to prevent loss or **damage**.

We shall have no liability under the policy, if **you** fail to comply with these precautions unless **you** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

(b) Back Up Records

You must back up original **data** at least every 7 days.

If a **service provider** processes or stores **data** for **you**, **you** must make sure that the terms of the contract with the **service provider** allows for **data** to be backed up in line with this condition.

You must take precautions to make sure that all **data** is stored safely.

We shall have no liability under the policy, if **you** fail to comply with these precautions unless **you** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** fail to keep to this condition, **we** may still pay a claim if **you** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **our** control.

Section 13 – Personal Accident

This cover is optional and only applies if stated as covered in the schedule

Additional Definitions

*The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions.*

Accidental Bodily Injury

- (a) physical injury to the body caused by accidental, external, violent or visible means or unavoidable exposure to the elements.

Claim

All claims related or connected in any way by reference to any common contributory factor or characteristic shall be treated as a single claim, provided that all such claims are notified during the **period of insurance**.

Club Official

Any member, employee or representative appointed by **you** to act in an official capacity on their behalf.

Deferment Period

The first seven consecutive days following **accidental bodily injury** in which no benefit is payable.

Dependant

Any natural or legally adopted children or legal wards of an **insured person** (and/or a **partner** where applicable) living at the same address who at the time of the **accidental bodily injury** are in full time education or any other person who is dependent on the **insured person** for whom the **insured person** is in receipt of a carer's allowance or attendance benefit from the state.

Europe

England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, Norway, Switzerland and the countries of the European Union.

Illness

Any illness or disease that manifests itself during the **operative time**.

Insured Person

Club officials, employees, members and guests of you.

Loss of Limbs, Loss of Eyes, Loss of Hearing or Loss of Speech

- a) Loss of Limbs:
- i) In the case of a leg or legs:
 - a) loss by permanent physical severance at or above the ankle or
 - b) permanent and total loss of use of an entire foot or leg.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 13 – Personal Accident

- ii) In the case of an arm or arms:
 - a) loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand), or
 - b) permanent and total loss of use of an entire hand or arm.
- b) Loss of Eyes:
 - Irrecoverable loss of sight:
 - i) in both eyes if an **insured person** is registered as severely sight impaired
 - ii) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what a person with standard vision should see at 60 feet).
- c) Loss of Hearing:
 - Total and permanent loss of hearing.
- d) Loss of Speech:
 - Total and permanent loss of speech.

Operative Time

The period during which **you** or an **insured person** is covered by the terms and conditions of this policy and stated in the schedule:

Occupational:

- a) For **club officials** whilst representing **you** in connection with the **business**. Travel to and from the home of **club officials** is excluded other than if travelling in connection with the **business**
- b) For members, guests and **employees** whilst at the **premises** or on organised activities excluding travel to and from the **premises**.

Partner

The spouse or civil partner of an **insured person** living at the same address as the **insured person** for at least 12 months and sharing financial responsibility for their **dependants**.

Property

Tangible property.

Unattended Vehicle

Any **vehicle** where neither **you** nor any person(s) authorised by **you** are able to keep the **vehicle** under observation and able to observe and prevent any attempt to interfere with it.

Vehicle

Any motor vehicle, trailer or container which **you** own or operate or for which **you** are responsible.

Personal Accident

Cover

We will pay the compensation to **you** or **your** personal representatives for **accidental bodily injury** to an **insured person** during the **period of insurance** and in the **operative time** which, solely, directly and independently of any other cause and within two years of the **accidental bodily injury**, results in any of the following Contingencies:

- (a) Death;
- (b) **Loss of Sight, Hearing or Speech;**
- (c) **Loss of Limbs;**

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 13 – Personal Accident

- (d) Permanent Total Disablement (not resulting in death, **loss of sight, loss of hearing, loss of speech or loss of hearing**) which lasts without interruption for more than 12 months from the date of the **accidental bodily injury** and prevents the **insured person** from pursuing their occupation or profession;
- (e) Temporary Total Disablement which solely and directly prevents the **insured person** from pursuing their occupation or profession;
- (f) Temporary Partial Disablement which prevents the **insured person** from pursuing a substantial part of their occupation or profession;
- (g) Permanent Partial Disablement which causes an **insured person** disablement as detailed in the table below.

Compensation

- 1) The amount of compensation payable to **you** or any **insured person** will be the amount as stated in the schedule.
- 2) **We** will pay in arrears:
 - (a) compensation under Contingencies (e) and/or (f) at 4 weekly intervals unless the total amount payable has been agreed between **you** and **us** ;
 - (b) compensation under Contingencies (e) and/or (f) for a maximum of 104 weeks from the date that the disablement started.
- 3) Where **we** pay compensation under any of Contingencies (a) to (d) specified under this Section:
 - (i) any weekly benefit being paid for the same **accidental bodily injury** will stop;
 - (ii) this insurance will end for the **insured person**.
- 4) If a payment is made under contingency (a) Death all amounts paid or payable under contingencies (b) to (g) will be deducted from any sum paid under contingency (a) in respect of the same **accidental bodily injury**.

In the event of an **insured person** suffering Permanent Partial Disablement as a direct result of **accidental bodily injury we** will pay a percentage of the benefit provided for by contingency (d) Permanent Total Disablement depending on the degree of permanent disablement as shown in the table below.

Benefits for specific disabilities are: Permanent severance or permanent and total loss of use of:

- | | |
|---|-----|
| (i) a thumb | 30% |
| (i) a forefinger | 20% |
| (ii) any finger other than a forefinger | 10% |
| (iii) a big toe | 15% |
| (iv) any toe other than a big toe | 5% |
| (v) a shoulder or elbow | 25% |

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 13 – Personal Accident

- | | |
|---|-----|
| (vi) a wrist, hip, knee or ankle | 20% |
| (vii) the lower jaw by surgical operation | 30% |

Any permanent disability which is not covered by contingencies (a) to (c) or any of the benefits above up to a maximum 100% of the Permanent Total Disablement benefit. Any permanent disability under this item will be assessed by considering the severity of the disablement in conjunction with the stated percentages for specific types of permanent disablement stated above. The occupation of the **insured person** will not be taken into consideration during this assessment.

When more than one form of permanent partial disablement results from **accidental bodily injury** the percentages will be added together but **we** will not pay more than 100% of the Permanent Total Disablement in total.

If a **claim** is made for contingencies (a) to (c) then a **claim** for permanent partial disablement cannot also be made.

We will not be liable for any amount in excess of the maximum limit of GBP5,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each **insured person** will be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

When **we** pay compensation under contingencies (e) or (f), **we** will also pay up to 30% of this amount in respect of medical expenses incurred, subject to a maximum of GBP10,000 in respect of any one **insured person**.

Exclusions

We will not pay compensation for **accidental bodily injury** directly or indirectly caused by:

- (a) the **insured person** suffering from any physical defect, infirmity, medical condition or chronic or recurring illness for which the **insured person** has received medical treatment in the 12 months prior to death or the commencement of the temporary total disablement, temporary partial disablement, permanent total disablement, permanent partial disablement or **loss of limbs, loss of eyes, loss of hearing or loss of speech**;
- (b) suicide, attempted suicide or deliberate or intentional self harm on the part of the **insured person**;
- (c) deliberate exposure to danger (except in an attempt to save human life);
- (d) the **insured person's** committing a criminal act;
- (e) flying or other aerial activities (except while travelling as a passenger but not as a crew member or whilst undertaking any trade or technical operation in or in the aircraft);
- (f) an **insured person** practising for or taking part in:
 - (i) mountaineering or rock or cliff climbing requiring use of ropes or guides, abseiling, free falling or coastering;
 - (ii) pot-holing, caving or VAE diving;
 - (iii) winter sports including ice hockey but not curling or ice skating;

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 13 – Personal Accident

- (iv) any kind of racing (except foot races);
 - (v) motor cycling involving racing, pace making, speed testing, rallies, reliability trails or competition motorcross, travel, enduro, trail or grass track, riding;
 - (vi) naval, military or air force service or operations;
 - (vii) boxing, wrestling or other forms of unarmed or armed combat;
 - (viii) rugby or any other type of football (other than amateur Association Football)
 - (ix) sailing or yachting outside British Coastal Waters, power boating, water ski jumping, jet skiing fly boarding, sea canoeing, white water sports of any kind or other water activities that require the use of underwater breathing equipment;
 - (x) hunting, hunter trails, show jumping or steeple chasing.
- (g) the **insured person** engaging, training or participating in any sport for financial gain or payment, other than for reimbursement of travel or out of pocket expenses;
 - (h) the effects of alcohol or drugs (other than drugs whether prescribed by a doctor or lawfully purchased without a prescription which are used as described);
 - (i) **Illness** or any naturally occurring condition, degenerative process or gradually operating cause.
 - (j) any other health problem which has been declared to **us** but which ought reasonably to have been within the knowledge of the **insured person** at the inception of the **period of insurance** during which the **accidental bodily injury** occurred.
 - (k) **We** will not pay any interest on any amount payable or paid.

Conditions

(a) Disappearance

If an **insured person** has been missing during the **period of insurance** and if they are entered onto the Register of Presumed Deaths and there is sufficient evidence to support the conclusion that death has been caused by **accidental bodily injury**, that person will be presumed to have died.

However, **you** will repay any compensation if the **insured person** is found to have been alive or is found alive after **we** have paid compensation.

(b) Gross Wages

Where the schedule states the cover basis as Flexible Benefits, the amount payable in respect to payment under contingency (e) Temporary Total Disablement and (f) Temporary Partial Disablement will be the average weekly gross wage:

- (i) in the 12 week period before the date of the **accidental bodily injury**; or
- (ii) any shorter period if the **insured person** has been employed by **you** for less than 12 weeks.

We will not include overtime, commission or bonus payments unless these are guaranteed.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 13 – Personal Accident

(c) **Medical Evidence**

- (i) **We** may, at **our** expense arrange for an **insured person** to undergo:
 - (1) a medical examination; or
 - (2) a post mortem examination.
 - (ii) **You** or **your** legal representative will supply to **us**, at **your** expense, any
 - (1) certificate;
 - (2) information;
 - (3) evidence.
- in the format **we** require.

(d) **Minors**

If the **insured person** is under the age of 16 at the time when the **accidental bodily injury** occurred

- (i) The maximum amount payable for death will be GBP20,000 or the benefits payable stated in the schedule whichever is the lower.
- (ii) Permanent Total Disablement will be disablement wholly preventing the **insured person** from engaging in or giving attention to occupational duties of any and every kind caused other than by **loss of sight or loss of hearing, loss of limbs or loss of speech** which lasts without interruption for more than 12 months from the date of the **accidental bodily injury** occurring, and in all probability shall continue for the remainder of the **insured person's** life.
- (iii) No benefit will be payable for Temporary Total Disablement or Temporary Partial Disablement.

(e) **Members or guests**

- i) In respect of any **insured person** who is not a **club official** or an **employee**, Permanent Total Disablement will be disablement wholly preventing the **insured person** from engaging in or giving attention to occupational duties of any and every kind caused other than by **loss of Sight, loss of hearing, loss of limbs or loss of speech** which lasts without interruption for more than 12 months from the date of **accidental bodily injury** occurring, and in all probability shall continue for the remainder of the **insured person's** life.
- ii) No benefit will be payable for Temporary Total Disablement or Temporary Partial Disablement.



www.victorinsurance.co.uk

Victor Insurance is a trading name of Marsh Ltd.
Registered in England and Wales Number: 1507274,
Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU.
Marsh Ltd is authorised and regulated by the Financial Conduct Authority for
General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

© 2020 Marsh Ltd. All rights reserved.

V4 01 10 2022