



MAKING MUSIC  
COMBINED INSURANCE  
POLICY WORDING

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## INTRODUCTION

Welcome to RSA. Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your Policy documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

## CUSTOMER CARE

### CLAIMS HELPLINE

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. We also realise that running a business means that it might not be convenient for you to report a claim to us during normal office hours. That's why you can now notify us of any claim when it suits you – any time of the day or night. All you have to do is call.

Further details are contained in the Policy Summary provided with your Policy

**24 hour Claims Helpline** **0345 300 4006**  
(Please quote your Policy Number which can be found on your Schedule).

### EMERGENCY REPAIRS

Should emergency repairs be needed to your property, we will put you in touch with a tradesman from our carefully selected panel. You will have to pay the cost of any work done, but where the damage is caused by an insured event, you can of course submit the cost as part of your claim. Whatever the nature of the emergency, you just need to make a single phone call.

### CATASTROPHE CLAIM

If you are faced with a major catastrophe, such as a serious fire or flood, we recognise that you will need expert assistance immediately. We will send a representative to help you in a major crisis, 24 hours a day, 365 days a year.

### ADVICE LINES

Where do you turn for answers to questions that affect your business? Our advice lines will put you in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal assistance
- Health and Safety issues
- Tax advice.

Please call the 24 hour Helpline **0345 078 7543** quoting code **70201**.

## YOUR POLICY

This Policy is a contract between you (also referred to as the Policyholder or your) and us (also referred to as the Company, we, our or RSA).

We would advise for clarity that although there may be more than one party detailed as Policyholder in the Schedule, in terms of the application of Sums Insured, Limits of indemnity or cover under the Policy, there is still only one Policyholder or one party or legal entity so there will only be two parties to the contract of insurance.

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

Our acceptance of this risk is based on the information presented to us being a fair presentation of your business including any unusual or special circumstances which increase the risk and any particular concerns which have led you to seek insurance.

We would draw your attention to the Policy Conditions – Policy Voidable where in the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special circumstances which increase the risk, we may void the policy.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by us.

We also draw your attention to the Policy Conditions – Alterations where a change in risk shall allow us to avoid a claim or impose additional terms or conditions.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

In the United Kingdom the law allows both parties, both you and us, to choose the law applicable to this contract. This Policy will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands depending upon your address as shown in the Schedule. If there is any dispute as to which law applies it will be English Law.

You agree to submit to the exclusive jurisdiction of the English courts.

This Policy may be cancelled:

A) by us giving 30 days notice, in writing to you at your last known address.

B) by you giving 30 days notice in writing to us at the address shown in the Schedule.

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance.

For and on behalf of Royal and Sun Alliance Insurance plc.

Steve Lewis



Chief Executive, UK & Western Europe

## CLAIM NOTIFICATION

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Policy Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your email and contact numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Initially a notification of any claim, or any circumstances which might reasonably be expected to produce a claim should be sent to

Making Music Insurance Services  
Partnership House  
Priory Park East  
Hull HU4 7DY  
Telephone: 01482 388611  
Email: [insurance@makingmusic.org.uk](mailto:insurance@makingmusic.org.uk)

## POLICY CONDITIONS

It is a requirement of the Company that the following Policy Conditions apply as stated except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees.

**Applicable to the whole Policy unless otherwise stated except for Not for Protection Aggregate Policy where the Condition are contained within the Section.**

### **I Action by the Policyholder**

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Policyholder shall:

- A) notify the Company as soon as reasonably possible,
- B) give notice within 24 hours to the Police Authority in respect of Damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy,
- C) carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss,
- D) within 30 days after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow, and at his own expense, deliver to the Company:
  - i) full information in writing of the claim,
  - ii) details of any other insurance relating to the claim,
  - iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the Policyholder's professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details,
  - iv) if demanded a statutory declaration of the truth of the claim and of any matter connected with it.
- E) in respect of Liability Insurance:
  - i) Every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt,
  - ii) Written notice shall also be given without undue delay by the Policyholder to the Company immediately the Policyholder shall have knowledge of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the Company is liable under this Policy has increased, then no payment shall be made by the Company in respect of the amount of such increase.

### **2 Alterations**

This Policy shall be terminated if:

- A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- B) the Policyholder's Interest ceases otherwise than by death or
- C) any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased unless otherwise stated.

at any time after the commencement of this Policy unless its continuance be admitted by the Company and in respect of 2C) the Company agree not to avoid the Policy provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would not have entered into this Policy on any terms,
- ii) the Policyholder shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration,
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

### **3 Arbitration**

#### **Not applicable to Liability Insurances**

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

Where any difference is, by this condition, to be referred to arbitration, the making of an award shall be a requirement to any right of action against the Company.

#### 4 Contribution

##### A) Applicable to Property Damage Insurances only:

If at the time of any claim, there is any other insurance covering the Policyholder's interest in the Property Damaged, the Company's liability under this Policy shall be limited to its rateable proportion of such claim, and will be subject to any Underinsurance Provision.

- i) If any such other insurance is subject to any Underinsurance Provision, this Policy, if not already subject to any Underinsurance Provision shall be subject to the Provision in like manner.
- ii) If any other insurance effected by or on behalf of the Policyholder is expressed to cover any of the Property insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to Damage, the Company's liability shall be limited to such proportion of the Damage as the Sum Insured bears to the value of the Property.

##### B) Applicable to Liability Insurance

Other than in respect of Extension 3 to Public/Products Liability, if at the time of any claim there is or, but for the existence there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the Company will not pay any costs or expenses where cover is provided by any other insurance or where but for the existence of this Policy it would have been provided by such insurance.

#### 5 Financial or Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Policy period the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the Policy is cancelled the Company shall return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

#### 6 Fraud

If a claim is in any respect fraudulent or if any fraudulent means or devices be used by the Policyholder or anyone appointed to act on their behalf to obtain any benefit under this Policy or if any Damage, claim or loss is caused by the wilful act or with the connivance of the Policyholder, the Company will:

- A) have no liability to pay any part of or the whole of the fraudulent claim,
- B) be entitled to refuse all claims arising after the fraudulent action,
- C) remain liable for legitimate claims before the fraudulent action,
- D) terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud.

#### 7 Legal Representation

##### Applicable to Liability Insurance

Where the Company provides its consent to indemnify the Policyholder in respect of any legal costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy, the Company will choose an appropriate representative (be it a solicitor or otherwise) to act on the Policyholder's behalf.

The Company will provide the Policyholder with details of the nominated appropriate representative prior to the representative's instruction.

In the event that the Policyholder wishes to appoint its own representative, the Policyholder shall provide prior notification of its intention to do so and seek the Company's written consent.

The Policyholder agrees that in respect of its proposed representative:

- i) the hourly rate (or such other fee basis as the case may be to apply and
  - ii) the terms and conditions of such appointment
- shall be subject to the Company's prior approval.



In the event of a dispute regarding the amount of legal costs incurred by the Policyholder's representative the Policyholder agrees that the Company will have the option to audit any files for the purpose of assessing the costs claimed.

## **8 Policy Voidable**

This Policy shall be voidable in the event of misrepresentation, mis-description or non-disclosure in any material particular:

However, the Company agrees not to void the Policy provided that:

- A) such misrepresentation or non-disclosure has not been deliberate or reckless,
- B) such misrepresentation or non-disclosure has not been of such nature that, if the material particular had been fairly presented or had been disclosed, the Company would not have entered into this Policy on any terms,
- C) the Company shall be entitled to impose appropriate additional terms (other than Premium) with effect from inception or if applicable the date of the alteration.

If at the time of Damage, claim or loss the Premium charged to the Policyholder would have been higher but for the misrepresentation or non-disclosure in any material particular the liability of the Company for any loss amount payable shall be limited to the proportion that the Premium charged bears to the higher Premium.

## **9 Reasonable Precautions (applicable to the whole Policy other than Liability Insurance)**

The Policyholder at their own expense shall:

take all reasonable precautions to prevent or diminish Damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all Property insured in sound condition.

## **10 Reasonable Precautions**

### **(applicable to Liability Insurance)**

It is a condition precedent to liability of the Company that the Policyholder at his own expense shall:

- A) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in a sound condition,
- B) as soon as reasonably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require.

## **11 Rights of the Company**

### **(Applicable only to Liability Insurance)**

No admission, offer, promise, payment or indemnity shall be made, or given, by or on behalf of the Policyholder without the written consent of the Company; which shall be entitled to take over the absolute control of and conduct in the name of the Policyholder the negotiation, proceeding, defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit, and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

## **12 Rights of Recovery**

Any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Policyholder before or after any payment is made by the Company.

The Company shall not enforce any rights against any company being parent of or subsidiary to the Policyholder or any company which is a subsidiary of a parent company of which the Policyholder is itself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986.

## **13 The Company's Liability**

For all purposes, including but not limited to the application of the Sums Insured, Limits, Limits of Liability or Limits of Indemnity and consideration of when and how the Policy will respond, all parties included in the definition of the Policyholder in the Schedule, shall constitute one Policyholder; or one party or legal entity, so that there will be only two parties to the contract of insurance between the Policyholder and the Company.

## **14 Third Party Contract Rights**

No person other than the Policyholder or the Company may enforce the terms of this Policy and the provisions of the Contract (Right of Third Parties) Act 1999 do not apply.

## POLICY EXCLUSIONS

(Exclusions not applicable to the whole Policy are shown in the individual Insurance section.)

The Company shall not be liable for:

### **1 Radioactive Contamination**

Damage and any loss or expense or liability resulting or arising directly or indirectly caused by or contributed to by or arising from:

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

### **2 War and Allied Risks**

**(except Liability Insurance Employers' Liability)**

Damage and any loss, expense or liability caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

### **3 Electronic Risk**

**(only applicable to Property Damage All Risks Insurance and Property Damage Insurance - Buildings)**

A) Damage to Data which shall include but shall not be limited to:

- i) Damage to or corruption of Data whether in whole or in part,
- ii) unauthorised appropriation of, use of, access to or modification of Data,
- iii) unauthorised transmission of Data to any third parties,
- iv) Damage arising out of any misinterpretation, use or misuse of Data,
- v) Damage arising out of any operator error in respect of Data.

B) Damage to the Property Insured arising directly or indirectly from:

- i) the transmission or impact of any Virus,
- ii) unauthorised access to a System,
- iii) interruption of or interference with electronic means of communication, used in the conduct of the Policyholder's Business, including but not limited to, any diminution in the performance of any website or electronic means of communication,
- iv) Failure of a System,
- v) anything described in A) above

but in respect of B)i), B)ii), B)iii) and B)iv) this shall not exclude subsequent Damage which itself results from any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission.

## POLICY DEFINITIONS

The following words or expressions shall have the meanings set out below, unless a more specific Definition applies in the individual Insurance section.

### **BUSINESS**

The Business Description of the Policyholder as stated in the Schedule.

### **Company**

Royal and Sun Alliance Insurance plc.

### **COVERS**

The active efficient causes of Damage including excluded causes.

### **DAMAGE**

Accidental loss, destruction or damage.

### **DAMAGED**

Accidentally lost, destroyed or damaged.

### **DATA**

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software, programs and firmware.

### **EVENT**

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

### **FAILURE OF A SYSTEM**

The complete failure or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired, as specified or as required in the circumstances of the Policyholder's business activities.

### **INTEREST**

Where loss, damage or injury would cause financial loss to the Policyholder.

### **LIMIT OF INDEMNITY**

The amount stated in the Policy and/or Schedule as being the total amount payable by the Company in respect of any one Event.

### **MICROCHIP**

A unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly includes integrated circuits and microcontrollers.

### **PERIOD OF INSURANCE**

The period of time that the Policy is in force as shown in the Schedule.

### **POLICY**

The terms and conditions of the contract including the Policy wording, Schedule, Endorsements, Clauses and Certificates.

### **POLICYHOLDER**

The legal entity insured by the Policy.

### **POLICYHOLDER'S CONTRIBUTION**

The first monetary amount of any claim borne by the Policyholder after the application of all other terms and conditions as described in the relevant Insurance section.

### **PREMISES**

The premises owned, occupied, leased or rented by the Policyholder as stated in the Schedule.

**PREMIUM**

The monetary amount paid or payable by the Policyholder for coverage under the Policy.

**PROPERTY**

The material assets owned by the Policyholder or those material assets for which they are legally responsible.

**SCHEDULE**

The statement of details specific to the Policyholder forming part of the Policy.

**SYSTEM**

Computers, other computing and electronic equipment linked to a computer; hardware, electronic data processing equipment, Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

**VIRUS**

Shall mean programming code or series of instructions designed to achieve an unexpected, unauthorised, undesirable effect or operation when loaded onto a System, transmitted from one System to another by transfer between computer systems via networks, extranets, internets or electronic mail or attachments thereto or via floppy diskettes or CDROMs or otherwise and whether involving self-replication or not.

**WORKING HOURS**

The period during which the Premises are actually occupied for the purposes of the Business.

## LIABILITY INSURANCE

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

### SECTION I – PUBLIC/PRODUCTS LIABILITY

THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

#### THE INSURANCE PROVIDED

The Company will provide indemnity to any Person Entitled to Indemnity:

- 1 up to the Limit of Indemnity against legal liability for damages in respect of:
  - A) accidental Injury of any person,
  - B) accidental loss of or damage to Property,
  - C) nuisance, trespass to land or trespass to goods or interference with any easement, right of air, light, water or way other than legal liability for damages which result from a deliberate act or omission of the Policyholder or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Policyholder, having regard to the nature and circumstances of such act or omission,
  - D) wrongful arrest or false imprisonment, happening during the Period of Insurance in connection with the Business.
  
- 2 in respect of:
  - A) claimant's costs and expenses which the Policyholder is legally liable to pay in connection with any claim,
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death,
  - C) i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder, director, partner or Employee of the Policyholder for an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978,
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success,
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section of Policy, incurred with the Company's prior written approval.

#### GENERAL PROVISIONS

Provided that in respect of:

- A) any one Event,
- B) all Events happening during any Period of Insurance in respect of products supplied,
- C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere,

the following shall apply:

- 1) the total amount payable by the Company in respect of I above and all Extensions, Clauses and Endorsements shall not exceed the Limit of Indemnity.
- 2) the Policyholder's Contribution will be payable before the Company shall be liable to make any payment.
- 3) the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any lesser amount for which, at the absolute discretion of the Company, the claims arising out of such Event can be settled.  
The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.
- 4) where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity.
- 5) in respect of claims happening or where a claim is brought in North America, all costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule.

## EXTENSIONS TO SECTION I

(each of which is subject otherwise to the terms of this Policy)

### 1 Cross Liabilities

If the Policyholder comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each:

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity.

### 2 Compensation for Court Attendance

In the event of any of the under-mentioned persons attending court as a witness, at the request of the Company, in connection with a claim, in respect of which the Policyholder is entitled to indemnity under this Section the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required:

- A) any director or partner of the Policyholder           £500
- B) any Employee   £250

### 3 Contingent Motor Liability

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Policyholder against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Policyholder.

The indemnity will not apply to legal liability:

- A) in respect of loss of or damage to such vehicle or to property conveyed therein,
- B) arising while such vehicle is being driven by the Policyholder,
- C) in respect of which the Policyholder or Employee is entitled to indemnity under any other insurance,
- D) arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### 4 Overseas Personal Liability

The Company will provide indemnity to the Policyholder and if the Policyholder so requests, any Employee or director or partner of the Policyholder against legal liability incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business.

The indemnity will not apply:

- A) to legal liability arising out of the ownership or occupation of land or buildings,
- B) where indemnity is provided by any other insurance.

### 5 Data Protection Act 1998

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities;

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement.

The Company will also provide an indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998.

Provided that the Policyholder is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998.

This Extension shall not apply in respect of:

- A) the payment of fines or penalties,
- B) the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data,
- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension, if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission,
- D) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Extension,
- E) legal liability where indemnity is provided by any other insurance.

## 6 Defective Premises Act

This Section of the Policy will include an indemnity to the Policyholder in respect of Injury or damage to Property incurred under the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

## 7 Clean Up Costs

Notwithstanding Exclusion 4 (Pollution or Contamination) in the event of a Sudden Pollution or Contamination Incident the Company will provide indemnity to any Person Entitled to Indemnity in respect of:

- A) Clean up costs arising solely under a statutory provision that operates in any part of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,
- B) costs of expenses in relation to any matter which may form the subject of indemnity under this extension incurred with the Company's prior written approval,
- C) costs and expenses incurred with the Company's prior written approval in any appeal against any statutory notice served or to be served upon the Policyholder by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension.

The indemnity provided by this Extension will not apply to costs (including Clean up Costs):

- A) incurred in achieving any improvement, betterment or alteration in any original property,
- B) for remedial action carried out or in relation to property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder,
- C) incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat,
- D) arising out of a genetically modified organism,
- E) comprising the first 10% of any one Sudden Pollution or Contamination Incident subject to a minimum contribution by the Policyholder of £2,500 and a maximum contribution of £25,000,
- F) arising solely from the Policyholder's liability under legislation operating in any part of Great Britain or Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009,
- G) for incidents happening in North America or where a claim is brought in a court of law in North America.

Provided that:

- 1) all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by the Company for the purposes of this Section of the Policy to have occurred at the time such incident takes place,
- 2) all costs covered under this Extension will form part of and not exceed the Limit of Indemnity shown in the Schedule for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere,
- 3) the total amount payable under this Extension shall not exceed £250,000 in respect of all damages and legal costs for all incidents.

## 8 Automatic Acquisitions

The indemnity provided by this Section of the Policy shall apply in respect of any new or acquired company within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands from the date of creation or acquisition.

Provided that:

- A) the activity of such company falls within the Business definition,
- B) the new acquisition does not have an annual turnover in excess of 10% of the Policyholder's annual turnover as declared to the Company at the beginning of the Period of Insurance or £10,000,000, whichever is the lesser,
- C) the Policyholder shall submit full claims and underwriting information to the Company within 60 days of the acquisition or commencement of the new company,
- D) the Company shall have the right to make any additional charges or changes in terms in respect of such new or acquired company.

## 9 Member to Member Liability

For the purposes of this Section the Policyholder shall be all members of the music society defined in the Schedule each of whom is separately the Policyholder

Special Condition

In the event of injury or loss of or damage to Property belonging to any of the Policyholder's members the Company agrees if so requested by the Policyholder not to raise the legal defence that the claimant is a member

## EXCLUSIONS TO SECTION I

The indemnity will not apply to legal liability:

### 1 Mechanical Vehicles

arising from or out of the ownership, possession or use by or on behalf of the Policyholder or any Person Entitled to Indemnity of any:

- A) mechanically propelled vehicle other than legal liability arising out of:
  - i) the use of plant as a tool of trade on site,
  - ii) the use of plant at the premises of the Policyholder,
  - iii) the loading or unloading of any vehicle, except where indemnity is provided by any motor insurance contract or where insurance or security is required by law.
- B) aircraft or other aerial device,
- C) aero-spatial device,
- D) hovercraft,
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

### 2 Employers' Liability

for bodily injury or mental injury to or death, disease or illness of any Person Employed arising out of and in the course of employment by the Policyholder in the Business.

### 3 Property in the Policyholder's Custody or Control

for or arising from damage to any Property, which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder other than:

- A) Employees', directors', partners' or visitors' personal effects including vehicles and their contents,
- B) premises and their contents not owned by or leased or rented to the Policyholder at which the Policyholder is undertaking work in connection with the Business,
- C) premises and their fixtures and fittings leased or rented to the Policyholder unless such legal liability:
  - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement,
  - ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings.

### 4 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere:

- A) happening in North America or where a claim is brought in a court of law in North America,
- B) happening anywhere in the world other than North America unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety in a specific moment in time and place during the Period of Insurance.

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Section of the Policy to have occurred at the time such incident takes place.

### 5 Product Defects and Recall

A) in respect of loss of or damage to any:

- i) product supplied
- ii) contract work executed

} by the  
Policyholder

caused by any defect therein or the unsuitability thereof for its intended purpose.

B) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any:

- i) product supplied
- ii) contract work executed

} by the  
Policyholder

necessitated by any defect therein or the unsuitability thereof for its intended purpose.

### 6 Professional Risks

arising from or in connection with:

- A) advice
- B) design
- C) specification

} by the  
Policyholder



**7 Contractual Liability**

arising from or in connection with any:

- A) product supplied
  - B) contract work executed
- } by the Policyholder

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement.

**8 Disposed Premises**

for the costs of remedying:

- A) any defect or alleged defect,
- B) the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials, in premises disposed of by the Policyholder.

**9 Fines or Penalties**

for:

- A) fines or penalties,
- B) the costs of appeal against any improvement or prohibition notices,
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012,
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction,
- E) aggravated exemplary or punitive damages awarded by any court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

**10 Fear of Asbestos**

for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.

**11 Asbestos Removal Costs**

for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.

**12 Asbestos in North America**

arising directly or indirectly caused or contributed to or occurring by the presence of Asbestos, Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust happening in North America or where a claim is brought in a court of law in North America.

**13 Aircraft Products**

arising from Aircraft Products.

**14 Abuse**

arising from Abuse

## SECTION 2 – EMPLOYERS' LIABILITY

### THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The insurance provided by Section 2 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule.

### THE INSURANCE PROVIDED

The Company will provide indemnity to any Person Entitled to Indemnity:

- I against legal liability for damages in respect of Injury of any Person Employed caused during the Period of Insurance:
  - A) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,  
or
  - B) while temporarily outside these territories, arising out of and in the course of employment by the Policyholder in the Business.
- 2 in respect of:
  - A) claimants' costs and expenses which the Policyholder is legally liable to pay in connection with any claim,
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death.
  - C) i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty, resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder; director or partner or Employee of the Policyholder for an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.  
ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success.
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section of the Policy,  
incurred with the Company's prior written approval.

### GENERAL PROVISIONS

Provided that in respect of any one Event:

- I the total amount payable under this section of the Policy (including all Extensions, Clauses and Endorsements) shall not exceed the Limit of Indemnity,
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which, at the absolute discretion of the Company, the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof,
- 3 Where the Company is liable to indemnify more than one person the total amount payable in respect of damages, costs and expenses shall not exceed the Limit of Indemnity.

### EXTENSIONS TO SECTION 2 (EACH OF WHICH IS SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY)

#### I Unsatisfied Court Judgments

In the event of a judgment for damages being obtained:

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Policyholder in the Business,
- B) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,  
in any court situate in the territories specified in B) above and
- C) remaining unsatisfied in whole or in part six months after the date of such judgment,  
at the request of the Policyholder the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- A) there is no appeal outstanding,
- B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company.

## 2 Compensation for Court Attendance

In the event of any of the under-mentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required:

- A) any director or partner of the Policyholder           £500
- B) any Employee   £250

## 3 Automatic Acquisitions

The indemnity provided by this Section of the Policy shall apply in respect of any new or acquired company within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands from the date of creation or acquisition.

Provided that:

- A) the activity of such company falls within the Business definition,
- B) the new acquisition does not have an annual turnover in excess of 10% of the Policyholder's annual turnover as declared to the Company at the beginning of the Period of Insurance or £10,000,000 whichever is the lesser,
- C) the Policyholder shall submit full claims and underwriting information to the Company within 60 days of the acquisition or commencement of the new company,
- D) the Company shall have the right to make any additional charges or changes in terms in respect of such new or acquired company.

## EXCLUSIONS TO SECTION 2

The indemnity will not apply to legal liability:

### 1 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

where such legal liability is:

- 1) that of any principal
- 2) accepted under agreement and would not have attached in the absence of such agreement.

### 2 Road Traffic Legislation

in respect of Injury for which the Policyholder is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union.

### 3 Fines or Penalties

for:

- A) fines or penalties;
- B) the costs of appeal against any improvement or prohibition notices,
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012,
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction.

## SECTION 3 – LEGAL DEFENCE COSTS

### THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Where Injury of any person or loss of or damage to Property has not occurred the Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder up to the Limit of Indemnity in respect of:

- 1 legal costs and other expenses incurred with the Company's prior written approval,
  - 2 costs awarded against the Policyholder or any director, partner or Person Employed,
- in connection with the defence of criminal proceedings brought or in appeal against a conviction, arising from such proceedings, relating to an offence alleged to have been committed during the Period of Insurance, in the course of the Business but only in respect of proceedings brought as stated in **Part A** and **B** below.

### THE INSURANCE PROVIDED

#### Part A

In respect of a breach of:

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health, safety and welfare of any Person Employed, director or partner of the Policyholder.
- 2 the Corporate Manslaughter and Corporate Homicide Act 2007.

#### Part B

In respect of a breach of:

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health, safety and welfare of any person other than a Person Employed, director or partner of the Policyholder;
- 2 Part II of the Consumer Protection Act 1987,
- 3 Part II of the Food Safety Act 1990.
- 4 the Corporate Manslaughter and Corporate Homicide Act 2007.

### GENERAL PROVISIONS

Provided that in respect of **Part A** and **B**:

- 1 the indemnity will not apply:
  - A) to fines or penalties of any kind,
  - B) to the costs of appeal against any improvement or prohibition notices,
  - C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012,
  - D) where indemnity is provided by any other insurance,
  - E) to proceedings consequent upon any deliberate act or omission by:
    - i) the Policyholder,
    - ii) any partner or director of the Policyholder,
    - iii) any Employee with any specific responsibility for compliance with the legislation specified in this Section, which could reasonably have been expected to constitute a breach of the legislation specified in this Section.
  - F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials.
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which, at the absolute discretion of the Company, the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment.

The Company will then relinquish control of such claims and be under no further liability in respect thereof.

- 3 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity.

### SPECIAL PROVISION

The Company shall pass notification to an independent third party service provider with whom the Company has an agreement which shall thereafter administer claims settlement on the Company's behalf.

## SECTION 4 – ABUSE

### THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

The insurance provided by Section 4 is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Schedule.

### THE INSURANCE PROVIDED

The Company will provide indemnity to any Person Entitled to Indemnity:

- 1 against legal liability for damages and claimant's costs and expenses for accidental Injury resulting from Loss where any claim is:
  - A) first made in writing to the Policyholder (or any other Person Entitled to Indemnity) during the Period of Insurance and
  - B) notified to the Company during or within thirty days after expiry of the same Period of Insurance.
- 2 in respect of
  - A) costs of legal representation at:
    - i) any coroner's inquest or inquiry in respect of any death,
    - ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any Injury specified in 1 above which may be the subject of indemnity under this Section.
  - B) all other costs and expenses in relation to any matter which may form the subject of indemnity under 1 above incurred with the Company's written consent.

Provided that in respect of any Loss the following shall apply:

- 1 the total amount payable under this Section (including all Memoranda) shall not exceed the Limit of Indemnity stated in the Schedule.
- 2 where the Company is liable to indemnify more than one Person the total amount payable in respect of all damages and claimant's costs and expenses arising out of all claims during any Period of Insurance shall not exceed the Limit of Indemnity.
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claim can be settled. The Company will then relinquish control of such claim and be under no further liability in respect thereof.
- 4 all Loss shall be deemed to be made in the Period of Insurance when
  - A) the first claim in respect of Loss was first made in writing to the Policyholder (or any other Person Entitled to Indemnity) and notified to the Company,
  - or
  - B) the first notification of any circumstance in respect of Loss was first made in writing to the Company.
- 5 where Loss involves one or more claimants:
  - A) the Company shall not provide indemnity against the consequences of any circumstances
    - i) where the first claim in respect of Loss was made against the Policyholder (or any other Person Entitled to Indemnity) and notified to the Company under any policy which was in force prior to the Period of Insurance.
    - or
    - ii) where the first notification of any circumstance in respect of Loss was first made to the Company under any policy which was in force prior to the Period of Insurance.
  - B) the total amount payable shall not exceed the Limit of Indemnity

### SPECIAL PROVISION APPLICABLE TO SECTION 4

- 1 If during the Period of Insurance the Policyholder becomes aware of any circumstance which may reasonably be expected to give rise to a claim under this Section and notifies the Company of such circumstance during the Period of Insurance or within 30 days after expiry of the Period of Insurance then such subsequent claim shall be deemed for the purpose of this Section to have been made during the Period of Insurance.

### EXCLUSIONS APPLICABLE TO SECTION 4

The indemnity will not apply to legal liability:

- 1 **Mechanical Vehicles**

arising from or out of the ownership possession or use by or on behalf of the Policyholder or any Person Entitled to Indemnity of any:

  - A) mechanically propelled vehicle other than legal liability arising out of:
    - i) the use of plant as a tool of trade on site,
    - ii) the use of plant at the premises of the Policyholder;

iii) the loading or unloading of any vehicle except where indemnity is provided by any motor insurance contract or where insurance or security is required by law.

- B) aircraft or other aerial device,
- C) aero-spatial device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

## 2 Person Employed

for Injury to any Person Employed arising out of and in the course of employment by the Policyholder.

## 3 Fines or Penalties

For:

- A) fines or penalties,
- B) compensation ordered or awarded by a Court of Criminal Jurisdiction,
- C) aggravated exemplary or punitive damages awarded by any court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## 4 Procedural Guidelines

in the event of any intentional wilful or deliberate non-compliance by

- A) any director of the Policyholder
- or
- B) any Person Employed with specific responsibility for the protection from Abuse of children or any other vulnerable person with any procedural guidelines established by the Policyholder concerning Abuse.

## 5 Retroactive Liability

in respect of claims arising from Loss caused prior to the Retroactive Date

## 6 Prior Claims and Notifications

in respect of claims arising out of circumstances:

- A) known to the Policyholder or any other Person Entitled to Indemnity prior to inception of this insurance
- or
- B) notified under any other policy which was in force prior to the inception of this insurance which might be reasonably expected to give rise to a claim.

## DEFINITIONS APPLICABLE TO SECTION 4

### I Loss

Loss shall mean:

any claim or all claims of a series that are causally connected and arise out of an isolated repeated or continuing incidence of Abuse committed by one or more natural persons

The Company will provide indemnity to any Person Entitled to Indemnity

- 1) against legal liability for damages and claimant's costs and expenses for accidental Injury resulting from Loss where any claim is
  - A) first made in writing to the Policyholder (or any other Person Entitled to Indemnity) during the Period of Insurance and
  - B) notified to the Company during or within thirty days after expiry of the same Period of Insurance
- 2) in respect of
  - A) costs of legal representation at
    - 1) any coroner's inquest or inquiry in respect of any death
    - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any Injury specified in 1 above
  - which may be the subject of indemnity under this Section
  - C) all other costs and expenses in relation to any matter which may form the subject of indemnity under 1 above incurred with the Company's written consent Abuse

The indemnity provided by the Company will not apply to legal liability unless the Policyholder has complied with the following guidelines set out in the Making Music 'Safeguarding Children' document

- I. Two written references to be obtained detailing any previous work carried out by persons involved with children or vulnerable adults

2. A formal interview to be conducted to assess the commitment of such persons mentioned in 1 above to maintaining the safety and well-being of children and vulnerable adults
3. undertaking a disclosure check of such persons mentioned in 1 above with the Disclosure and Barring Service (England and Wales) or Access NI (Northern Ireland) or if in Scotland ensure that they are a member of the Protecting Vulnerable Groups scheme
4. Having and adhering to a written abuse policy incorporating roles responsibilities and procedures which includes appropriate risk assessments being undertaken and guidelines to be followed

## 2 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean:

- A) the Policyholder;
  - B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder;
  - C) at the request of the Policyholder:
    - i) any principal
    - ii) any manager or governor of the Policyholder.against legal liability in respect of which the Policyholder would have been entitled to indemnity under this Section if the claim had been made against the Policyholder and each of whom shall as though the Policyholder be subject to the terms of this Policy so far as they can apply
- other than:
- a) any natural person committing or alleged to have committed Abuse against any other natural person,
  - b) any Person who has or has been alleged to have:
    - i) authorised or permitted Abuse,
    - ii) disregarded knowledge of Abuse,
    - iii) had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse,
    - iv) aided or contributed to or supported Abuse or
    - v) intentionally or wilfully failed to comply with any procedure regulation or licence designed to protect children or vulnerable adults from Abuse.

## 3 Person

Person shall mean:

- A) an individual (a natural person) whether operating in the individual's own name or under a trade name,
- B) an individual's personal agent or representative or
- C) any legal or commercial entity including but not limited to:
  - i) a body corporate
  - ii) a corporation sole
  - iii) a body politic
  - iv) a partnership
  - v) any association or body of persons whether incorporated or not
  - vi) a charity or
  - vii) a trust

## DEFINITIONS

### Applicable to Liability Insurance (Sections 1–4).

#### 1 Abuse

- A) acts of hurting or injuring mentally or physically by maltreatment or ill-use or
- B) acts of forcing sexual activity rape or molestation or
- C) repeated or contemptuous coarse or insulting words or behaviours

#### 2 Aircraft Products

Aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured, sold, handled or distributed or services provided or recommended by the Policyholder or by others trading under their name for use in the manufacture, repair, operation, maintenance or use of any aircraft or aerial device.

#### 3 Asbestos

Crocidolite, amosite chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals.

#### 4 Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust.

#### 5 Asbestos Dust

Fibres or particles of Asbestos.

#### 6 Business

That which is specified in the Schedule and conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and shall include:

- A) ownership, repair and maintenance of the Policyholder's own property,
- B) provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any Person Employed,
- C) fire and security services maintained solely for the protection of premises owned or occupied by the Policyholder,
- D) private work undertaken by any Person Employed for any director or partner of the Policyholder or Employee with the prior consent of the Policyholder,
- E) attendance at or participation in trade fairs, shows and exhibitions by any Employee or director in connection with their employment,
- F) the sponsorship of events and sponsorship of individuals, but in respect of Section 1 shall not include any work undertaken Offshore.

#### 7 Clean Up Costs

The costs reasonably incurred by:

- A) a government agency or regulatory body,
- B) the Policyholder with the written consent of the Company where a government agency or regulatory body would have required remediation, in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which the Policyholder is legally responsible.

#### 8 Employee

any individual under a contract of service or apprenticeship with the Policyholder.

#### 9 Employment-Related Practices

Any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by the Policyholder in connection with any actual or alleged:

- A) unlawful or unfair dismissal, discharge or termination of employment,
- B) breach of any written or oral employment contract or quasi-employment contract,
- C) employment-related misrepresentation,
- D) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin, sex, sexual orientation, religion, maternity, pregnancy, age and disability),
- E) violation of or non-compliance with legislation regulating working hours,
- F) failure to employ or promote,
- G) demotion,



- H) discipline,
- I) deprivation of a career opportunity,
- J) failure to grant tenure,
- K) failure to adopt adequate workplace or employment policies and procedures,
- L) retaliatory treatment of whistleblowers and others,
- M) negligent evaluation,
- N) employment-related invasion of privacy,
- O) employment-related breach of data protection legislation,
- P) employment-related libel, slander, humiliation and defamation,
- Q) failure to furnish job references or accurate job references,
- R) employment-related infliction of mental anguish or emotional distress.

## 10 Injury

### Sections 2 and 3 (Part A)

bodily injury, death, disease or illness

### Sections 1 and 3 (Part B) and 4

bodily injury, mental injury, death, disease or illness

## 11 Intellectual Property Rights

Any patent, trade mark, copyright registered, design, technical, or commercial information or other intellectual property.

## 12 North America

The United States of America or Canada or any other territory within the jurisdiction of either such country.

## 13 Offshore

Embarkation onto a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance onto land upon return from such offshore rig or platform.

## 14 Person Employed

Any:

- A) Employee
  - B) labour master and individuals supplied by him
  - C) individual employed by labour only sub-contractors
  - D) self-employed individual (not being in partnership with the Policyholder)
  - E) individual hired to or borrowed by the Policyholder
  - F) individual undertaking study or work experience.
  - G) volunteers including non-member musicians playing for the club or society
- } while under the supervision of the Policyholder

## 15 Person Entitled to Indemnity

A) the Policyholder,

B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder;

C) at the request of the Policyholder:

- i) any principal,
- ii) any director or partner of the Policyholder;
- iii) any Person Employed,

against legal liability in respect of which the Policyholder would have been entitled to indemnity under this Section of the Policy if the claim had been made against the Policyholder;

iv) the officers, committees and members of the Policyholder's canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided,

v) any director or partner of the Policyholder or Employee in respect of private work undertaken by any Person Employed for such director, partner or Employee with the prior consent of the Policyholder; each of whom shall as though the Policyholder be subject to the terms of this Section of the Policy so far as they can apply.

## 16 Policyholder's Contribution

The amount or amounts specified in the Schedule which the Policyholder agrees to pay in respect of:

- A) the claimant's damages,
- B) the claimant's costs and expenses.

**17 Property**

Material property but shall not include Data.

**18 Sudden Pollution or Contamination Incident**

Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in Great Britain, Northern Ireland and the Channel Islands or the Isle of Man during the Period of Insurance.

**19 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.

## PERSONAL INJURY (ROBBERY)

In the event of the Policyholder or any director partner or employee of the Policyholder (hereinafter called the Insured Person) sustaining accidental Bodily Injury during the Period of Insurance which

- A) is sustained solely and directly as a result of robbery or attempt thereof while such Insured Person is engaged in the Business and
- B) within two years is the sole cause of Death Disablement or incurring of Medical Expenses for which the Benefit is claimed the Company will pay the appropriate Benefit to the Policyholder in accordance with the number of units of cover as shown the Schedule Bodily Injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

### INTERPRETATIONS

1. Benefits shall mean
  - 1) Death Disablement
  - 2) Loss of one or more Limbs or Eyes
  - 3) Permanent Total Disablement other than by Loss of Limb or Eye from gainful employment of any and every kind
  - 4) temporary total Disablement from usual occupation
  - 5) Medical Expenses necessarily incurred in the treatment of the Insured Person
2. the amount payable for each unit of cover shall be:  
Benefit
  - 1) £5,000
  - 2) £5,000
  - 3) £5,000
  - 4) £50 per week for a maximum of 104 weeks in all and not necessarily consecutive
  - 5) Reimbursement up to 15% of the amount payable under Benefit 4
3. Loss of Limb shall mean
  - A) in the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg
  - B) in the case of an arm loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent total loss of use of a complete arm or hand
4. Loss of Eye shall mean 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)
5. Medical Expenses shall mean 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 and ambulance charges

### EXCLUSIONS

the Company will not pay the Benefit if

1. Bodily Injury is sustained by any person before such person attains the age of sixteen years or after the expiry of the Period of Insurance during which such person attains the age of seventy years
2. Bodily Injury Death Disablement or Medical Expenses is the result of or is contributed to by the Insured Person having a physical or mental defect of any sort which was known either to the Policyholder or the Insured Person when the Policy was issued or at renewal

However the exclusion shall not apply if the defect has been notified to the Company and accepted in writing

**SPECIAL CONDITION**

Benefits

- A) Benefit shall not be payable for any one Insured Person under more than one of Benefits 1 to 3 in connection with same occurrence of Bodily Injury
- B) On the happening of any occurrence giving rise to a claim under any of Benefits 1 to 3 this Section shall thereafter cease to apply to that Insured Person
- C) Total Disablement shall have lasted for 104 weeks and have been proved to the Company's satisfaction to be permanent and without expectation of recovery before Benefit 3 becomes payable
- D) The amount payable per week under Benefit 4 shall not exceed the Insured Person's pre-injury weekly earnings from the Business
- E) No sum payable shall carry interest
- F) No Benefit shall be payable due solely to inability to take part in sports or pastimes

## NOT FOR PROFIT PROTECTION AGGREGATE INSURANCE

### THIS INSURANCE IS ONLY OPERATIVE IF SHOWN IN THE SCHEDULE

#### INTERPRETATION

In this Policy the singular includes the plural and vice versa. the male gender includes the female and neutral genders. Person includes bodies corporate.

References to any Act or law include any rule, order, regulation or other similar instrument made thereunder and shall include any amendment, replacement, consolidation or re-enactment of such Act or law.

Any Legal references within this Policy shall include any equivalent legal provision in the jurisdiction of ordinary residence of the Insured or location of the risk provided that such jurisdiction falls within the territorial scope of this Policy.

the use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation. Any sentence commencing with the term "including" or "includes" or any similar expression is intended to be construed as illustrative and not as exhaustive.

#### I. TRUSTEE LIABILITY

THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE INSURED AND NOTIFIED TO THE COMPANY DURING THE POLICY PERIOD OR APPLICABLE DISCOVERY PERIOD

##### TRUSTEE LIABILITY INSURING CLAUSES

###### 1. Trustee Liability Cover

the Company shall pay, on behalf of any Insured Person, Loss arising from Claims first made during the Policy Period or any applicable Discovery Period for which the Not For Profit Organisation has not provided an indemnity to that Trustee for such Loss.

###### 2. Not For Profit Organisation Reimbursement Cover

the Company shall pay, on behalf of the Not For Profit Organisation, Loss arising from Claims first made during the Policy Period if, and to the extent that, the Not For Profit Organisation is legally required and permitted to indemnify and has provided an indemnity to a Trustee for such Loss.

###### 3. Loss of or damage to Documents

the Company shall pay on behalf of the Not For Profit Organisation or the Trustee all costs and expenses reasonably incurred by the Not For Profit Organisation the Trustee in replacing or restoring Documents.

the maximum liability of the Company during the Policy Period under this Extension shall be a maximum aggregate Sub-Limit of £10,000 provided that:

- A) such loss of or damage to Documents is first Discovered during the Policy Period or any applicable Discovery Period;
- B) where the Documents are in electronic format, the Insured can demonstrate to the reasonable satisfaction of the Company that sufficient and proper procedures were in place for the security and daily back-up of the Documents; and
- C) the Company shall not be liable for any costs or expenses in respect of loss of or damage to Documents directly based on, arising out of or in any way involving:
  - i) the transmission or impact of any Virus; or
  - ii) unauthorised access to a System.

##### TRUSTEE LIMIT OF LIABILITY

the Limit of Liability purchased as provided in the Policy Schedule shall be the maximum aggregate liability of the Company for Loss arising from all Claims and all Related Claims first made during the Policy Period or any applicable Discovery Period. For the avoidance of doubt a separate aggregate Limit of Liability shall apply to this Policy section.

The Limit of Liability shall not apply separately for each Insured.

The Company's liability for Loss sustained or Loss arising out of any one Claim and all Related Claims sustained by any or all Insureds shall not exceed the amount for which the Company would have been liable had all such Loss been suffered by any one Insured.

## TRUSTEE LIABILITY EXTENSIONS

the maximum liability of the Company during the Policy Period under each Extension shall be subject to the maximum aggregate limit of £100,000 unless specified otherwise below or stated in the schedule.

### 1. Civil Fines and Penalties

this Policy will pay any civil fine or penalty imposed upon an Insured Person by any United Kingdom regulator; disciplinary body, criminal authority, government body, government agency, official trade body or any other body that is empowered by United Kingdom statute to investigate the affairs of an Insured, as a direct result of such person acting in their capacity as an Insured Person unless that civil fine or penalty is deemed uninsurable under United Kingdom law.

### 2. Compensation for Court Attendance

In the event of the legal advisers acting on behalf of the Insured, with the consent of the Company, requiring any Trustee of the Insured to attend any court tribunal, arbitration, adjudication, mediation or other hearing as a witness in connection with a Claim made against the Insured and notified under this Policy the Company will provide compensation to the Insured at the rate of £250 per person for each day on which attendance is required.

the maximum liability of the Company during the Policy Period under this Extension shall be a maximum aggregate Sub-Limit of £10,000.

### 3. Corporate Manslaughter/Homicide Act 2007

the Company shall pay that part of Loss on behalf of any Insured which relates to Defence Costs only incurred by any Insured in respect of any criminal proceedings relating to corporate manslaughter (or other similar or equivalent criminal offence in any jurisdiction in which the Not For Profit Organisation operates) resulting from a Wrongful Act or Investigation. For the purposes of this Extension Defence Costs shall not include costs relating to any publicity or remedial orders imposed by any court (or similar or equivalent judicial remedial or punitive measure imposed in any jurisdiction in which the Not For Profit Organisation operates).

### 4. Crisis & Regulatory Event

the Company shall pay reasonable costs (including but not limited to lawyers' and agents' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of the Insured Persons or Employees of the Not For Profit Organisation) incurred with its prior written consent in respect of fees necessarily incurred by the Insured to employ the services of an external public relations consultant, crisis management firm or law firm solely to provide guidance to minimise or limit adverse publicity which is anticipated which may otherwise develop into a Claim or Investigation.

the Company shall not unreasonably withhold its consent to the incurring of costs and expenses under this Extension.

the maximum liability of the Company during the Policy Period under this Extension shall be the lesser of 10% of the Limit of Liability or the maximum aggregate Sub-Limit of £100,000.

### 5. Emergency Costs and Expenses

In the event that the Insured are unable to reasonably obtain the Company's prior written consent to incur Defence Costs the Company shall retrospectively approve such costs, less any applicable Retention, provided such costs are notified to the Company as soon as possible after they are incurred.

the maximum liability of the Company during the Policy Period under this Extension shall be the lesser of 10% of the Limit of Liability or the maximum aggregate Sub-Limit of £50,000.

This Extension shall not apply in addition to any other Extension for any Loss, Claim or Related Claim.

### 6. Investigation Defence Costs

the Company shall pay that part of Loss which relates to Defence Costs only on behalf of any Insured Person incurred by any Insured Person in defending themselves due to any notice of an Investigation commenced by the filing of a notice of charge, formal investigative order, questionnaire or similar document.

the Company shall not pay under this Extension any remuneration of any Insured Person, for the cost of their time, or any costs or overheads incurred by any Not For Profit Organisation except for those provided for under this Extension.

### 7. Outside Trusteeship Liability

the Company shall pay Loss on behalf of any Insured Person and any Employee of the Not For Profit Organisation who at the specific request of the Not For Profit Organisation was, is, or becomes during the Policy Period a member, officer, trustee or occupies a position of equivalent status, of any Outside Not For Profit body, for Claims against them in respect of a Wrongful Act committed or attempted by such Insured Persons or Employees in their respective capacities as directors, officers, trustees or positions of equivalent status, of such Outside Not For Profit body.

This Extension shall be excess of any indemnification provided by the Outside Not For Profit body and any valid and collectible Not For Profit liability insurance in respect of the Outside Not For Profit body.  
This Extension shall not apply to USA Claims.

#### **8. Personal Liability for Unpaid Taxes following Insolvency**

the Company shall pay on behalf of the Insured Persons that part of Loss arising from their personal liability for unpaid taxes where the Not For Profit Organisation has become insolvent except to the extent such liability arises from improper personal financial gain, fraud and dishonesty or wilful intent of the Insured Person to breach any statutory duty governing the payment of taxes.

the maximum liability of the Company during the Policy Period under this Extension shall be the lesser of 10% of the Limit of Liability or the maximum aggregate Sub-Limit of £100,000.

#### **9. Pollution**

the Company shall pay that part of Loss which relates to Defence Costs only on behalf of any Insured incurred by any Insured in defending themselves against criminal or regulatory proceedings in respect of Pollution of any kind which results from a Wrongful Act.

This Extension shall not apply to any USA Claim.

#### **10. Retired and Former Trustees**

In the event that any Insured Person Retires as a Trustee from the Not For Profit Organisation prior to the expiry of the Policy Period such Insured Person shall be entitled to a free Discovery Period for a period of 72 months after the expiry of the Policy Period, provided always that this Discovery Period shall not apply where the Policyholder renews or replaces this Policy (whether with the Company or otherwise) or where a Discovery Period has been activated in accordance with Policy Condition G. Discovery Period, of this Section of the Policy.

#### **11. Spouses**

If a Claim against an Insured Person includes a Claim against the Insured Person's Spouse solely by reason of:

- such Spouse's legal status as a Spouse of the Insured Person; or
- such Spouse's ownership interest in property which the claimant seeks as recovery for Claims made against the Insured Person
- all Loss which such Spouse becomes legally obliged to pay by reason of such Claim shall be treated for the purposes of this Policy as Loss which the Insured Person becomes legally obliged to pay on account of the Claims made against the Insured Person.

All terms and conditions of this Section of the Policy, including without limitation the Retention, applicable to Loss incurred by such Insured Person in the Claim shall also apply to such spousal Loss. this coverage does not apply to the extent the Claim alleges any Wrongful Act or omission by the Insured Person's Spouse.

### **TRUSTEE LIABILITY EXCLUSIONS (NONE APPLICABLE TO THIS SECTION OF THE POLICY)**

#### **2. NOT FOR PROFIT ORGANISATION LIABILITY**

THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE INSURED AND NOTIFIED TO THE COMPANY DURING THE POLICY PERIOD OR APPLICABLE DISCOVERY PERIOD

##### **A. Not For Profit Organisation Liability Insuring Clauses**

the Company shall pay, on behalf of the Not For Profit Organisation, Loss arising from Claims first made during the Policy Period provided that the Company shall not be liable for and the Not For Profit Organisation shall be liable to pay any applicable Retention.

##### **B. Not For Profit Organisation Limit of Liability**

the Limit of Liability purchased as provided in the Policy Schedule shall be the maximum aggregate liability of the Company for Loss arising from all Claims and all Related Claims first made during the Policy Period or any applicable Discovery Period. For the avoidance of doubt a separate aggregate Limit of Liability shall apply to this Policy Section.

The Limit of Liability shall not apply separately for each Insured.

Company's liability for Loss sustained or Loss arising out of any one Claim and all Related Claims sustained by any or all Insureds shall not exceed the amount for which the Company would have been liable had all such Loss been suffered by any one Insured.

### **C. Not For Profit Organisation Liability Extensions**

the maximum liability of the Company during the Policy Period under each Extension shall be subject to the maximum aggregate limit as detailed in B. Not For Profit Organisation Limit of Liability unless specified otherwise below.  
the Company shall pay on behalf of the Not For Profit Organisation:

#### **12. Corporate Manslaughter/Homicide Act 2007**

the Company shall pay that part of Loss on behalf of any Insured which relates to Defence Costs only subject to the aggregate Sub-Limit specified in the Policy Schedule incurred by any Insured in respect of any criminal proceedings relating to corporate manslaughter (or other similar or equivalent criminal offence in any jurisdiction in which the Not For Profit Organisation operates) resulting from a Wrongful Act or Investigation.

For the purposes of this Extension, Defence Costs shall not include costs relating to any publicity or remedial orders imposed by any court (or similar or equivalent judicial remedial or punitive measure imposed in any jurisdiction in which the Not For Profit Organisation operates).

#### **13. Emergency Costs and Expenses**

In the event that the Insured are unable to reasonably obtain the Company's prior written consent to incur Defence Costs the Company shall retrospectively approve such costs, less any applicable Retention, provided such costs are notified to the Company as soon as possible after they are incurred.

The maximum liability of the Company during the Policy Period under this Extension shall be the lesser of 5% of the Limit of Liability or the maximum aggregate Sub-Limit of £10,000.

#### **14. Pollution**

the Company shall pay that part of the Loss which relates to Defence Costs only on behalf of any Insured, incurred by any Insured in defending themselves against criminal or regulatory proceedings in respect of Pollution of any kind which results from a Wrongful Act. This Extension shall not apply to any USA Claim.

### **D. Not For Profit Organisation Liability Exclusions**

the Company shall not be liable for Loss:

#### **A) Employment Wrongful Act**

for any actual or alleged liability relating to or arising out of in any way an Employment Wrongful Act.

#### **B) Professional Services**

arising out of Professional Services undertaken by or on behalf of the Not For Profit Organisation

#### **C) Workers Compensation**

for any actual or alleged liability relating to workers compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits, pension benefits or any similar law or obligation whatsoever.

#### **D) Contractual Liability**

for any actual or alleged contractual liability of the Not For Profit Organisation under any express, oral, written, or implied contracts or agreements provided, however this exclusion shall not apply to any Defence Cost relating to such matters.

The maximum liability of the Company during the Policy Period for such Defence Costs shall be the maximum aggregate Sub-Limit of £10,000.

## **3. SECTION EXCLUSIONS**

### **A. Exclusions applicable to all Sections**

The Company shall not be liable for Loss:

#### **1. Bodily Injury/Property Damage**

2. for bodily injury, mental anguish or emotional distress, illness, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof.

Dishonesty or Illegal Profits directly or indirectly based on, arising out of, or in any way involving:

#### **A) Fraud or Dishonesty**

any dishonesty or fraud found by way of any judgment or other final adjudication to have been committed by any Insured;



**B) Illegal Profit or Advantage**

any Insured found by way of judgment or other final adjudication to have gained any profit or advantage or to have received any remuneration to which he was not legally entitled.

The provisions of Claims Condition B. allocation shall apply to this Exclusion to the extent that the application of this Exclusion shall establish that Defence Costs are not covered under this Policy.

**3. Pension Trusteeship or Administration**

directly or indirectly based on, arising out of, or in any way involving the trusteeship or administration by any Insured of any pension plan, programme or scheme or other employee benefit programme or any Insured acting in a fiduciary capacity in respect thereof, including any obligation incurred under the Pensions act 1995, Pensions act 2004, or for any actual or alleged violation of the Employee retirement Income Security act of 1974 (USA) or any regulations promulgated there or within any similar or equivalent law or regulation, provided that this Exclusion shall not apply to Loss arising from a Claim for Retaliation, under the following policy sections; Trustee Liability, Not For Profit Organisation Liability and Employment Practices Liability.

**Pollution**

directly or indirectly based on, arising out of, or in any way involving:

**A) Pollution;**

**B)** any direction or request that any Insureds test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, or any voluntary decision to do so, including without limitation any claim for financial loss to the Not For Profit Organisation, its shareholders, bondholders or its creditors based on, arising out of, or in any way involving the matters described in this Exclusion

**Prior Knowledge of Fact, Circumstance or Situation**

directly or indirectly based on, arising out of, or in any way involving any fact, Circumstance or situation:

- A) which has been or should have been the subject of any written notice given under any Policy of which this Policy is a direct or indirect renewal or replacement; or
- B) alleged in, relating to or underlying any written demand for monetary damages or other relief or any civil, criminal or administrative or regulatory proceeding (including arbitration) pending on or prior to the Original Inception Date.

**B. Severability of Exclusions**

No fact pertaining to or knowledge possessed by any Insured shall be imputed to any other Insured for the purposes of applying any Exclusions.

**4. SECTION CONDITIONS**

**A) Acquisition or Creation of Not For Profit Organisation**

A) Subject to Policy Condition A. (b), if any Not For Profit Organisation creates or acquires, during the Policy Period, a new Subsidiary (either directly or indirectly), the new Subsidiary shall be automatically covered under this Policy in relation to Wrongful Acts committed or alleged to have been committed after the date the new Subsidiary was created or acquired by the Not For Profit Organisation subject to the provisions of Policy Condition A. (c).

The Not For Profit Organisation shall not have to provide the Company with any particulars of the new Subsidiary until the next renewal date following creation or acquisition of the Subsidiary, provided always that if such new Subsidiary employs any person in the USA, then the provisions of Policy Condition A. (b) shall apply.

B) Automatic coverage in accordance with Policy Condition A. (a) above shall not apply where a new Subsidiary created or acquired by any Not For Profit Organisation:

- i) has gross consolidated assets that increase the gross consolidated assets of the Not For Profit Organisation by more than fifty per cent (50%) (by reference to the Not For Profit Organisation's most recent consolidated annual accounts); or
- ii) is a Financial Institution; or
- iii) has any of its Securities listed on any exchange; or
- iv) is situated outside of the UK and in a country in which the Not For Profit Organisation does not already hold a Subsidiary; or
- v) has increased the number of Employees or Crime Employees by more than fifty per cent (50%) in the Policy Period.

C) If any Not For Profit Organisation acquires or creates a Subsidiary that falls within the parameters specified in Policy Condition A. (b), then cover shall be extended to such new Subsidiary in relation to Wrongful Acts committed or alleged to have been committed after the date the new Subsidiary was created or acquired by the Not For Profit Organisation, provided that, and as a condition precedent to such cover being provided, the Policyholder:

- i) gives the Company written notice of any such creation or acquisition as soon as possible, together with such additional information as the Company may require;

- ii) accepts any notified alteration in the terms of this Policy; and
- iii) pays any additional premium required by the Company.

Subject to these conditions precedent having been met, the Company shall include the new Subsidiary within the scope of this Section of the **Policy** by way of endorsement.

D) The Company shall have no liability under Section Condition A. (c). in respect of any matter which the Insured does not notify to the Company in accordance with the requirements of this Extension. The Company may consider the provision of retroactive cover for any new Subsidiary in respect of Wrongful Acts committed, or alleged to have been committed, prior to the date of any such acquisition or creation, upon specific request.

If the Company, at its absolute discretion, agrees to provide such cover, it shall be recorded by way of endorsement.

## **B. Alteration and Assignment**

No change in, modification of, or assignment of interest under this section of the Policy shall be effective except when made by written endorsement to this Policy and issued by the Company.

## **C. Acquisitions Prior to the Policy Period**

If a new Subsidiary has been acquired by the Not For Profit Organisation prior to the Policy Period, such Subsidiary shall be covered under this Policy only for Loss in relation to Wrongful Acts committed or alleged to have been committed after the date on which such Subsidiary was acquired by the Not For Profit Organisation, and committed during the Policy Period.

## **D. Arbitration**

Any dispute arising out of or in connection with this Policy shall be referred to a sole arbitrator, who shall be a Queen's Counsel specialising in insurance law. The sole arbitrator shall be appointed by agreement between the parties or, failing such agreement within 30 days of one party receiving written notice of a nomination being made by the other party, by the Chairman for the time being of the Bar Council. The arbitration shall be held in London and in the English language.

## **E. Authorisation Clause**

It is a condition of this section of the Policy that the Policyholder shall act on behalf of all Insureds with respect to the giving and receiving of notice of any Claim or Circumstance, the payment of premiums and the receiving of any return premiums that may become due under this Policy, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this Policy (except the giving of notice to apply for the Discovery Period), and the Insureds agree that the Policyholder shall so act on their behalf.

## **F. Defence Costs**

Defence Costs incurred by the Company, or by the Insured with the written consent of the Company, are part of and not in addition to the applicable Limit of Liability and the payment by the Company of Defence Costs reduces such Limit of Liability.

## **G. Discovery Period**

the purchase of any Discovery Period shall not increase or reinstate the applicable Limit of Liability, which shall be the Company's maximum liability for the Policy Period and Discovery Period, combined.

The Insured Persons or the Policyholder shall be entitled to elect a Discovery Period on the terms set out below if:

- The Company declines to offer any terms for renewal of this Policy; or
- the Policyholder makes a specific written request to the Company for such Discovery Period, which is accepted by the Company.

The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute the Company declining to renew.

The standard terms of the Discovery Period shall be 12 months for one hundred per cent (100%) of that part of the Full Annual Premium payable in respect of this section of the Policy.

Options to purchase up to 72 months may be available but shall be at the Company's sole discretion.

The application to elect any Discovery Period must be received by the Company within 30 days of the expiry of the Policy Period, and payment of the premium, if applicable, must be made within 30 days of the expiry of the Policy Period (such premium being non-refundable). For the avoidance of doubt, any time delay between the expiry of the Policy Period and the election of any Discovery Period shall be part of and not in addition to the Discovery Period elected.

If a Merger takes place, the Policyholder shall not be entitled to purchase a Discovery Period on the terms set out in this Extension, however the Policyholder within 30 days of the expiry of the Policy Period may request a quotation from the Company for a Discovery Period. The Company shall consider such request and may, at its absolute discretion, offer a Discovery Period on such terms as the Company may reasonably consider appropriate.

During the 30 day application period referred to above and during any Discovery Period and without prejudice to VI. Claims Condition A. 2., the Insured Persons and the Policyholder may continue to notify Claims to the Company but only in respect of Wrongful Acts committed prior to the expiry of the Policy Period.

#### **H. Financial or Trade Sanctions**

the Company shall not provide coverage, or indemnity or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would violate or breach any prohibition or restriction imposed by law, sanction or regulation.

If any such prohibition or restriction takes effect during the Policy Period the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the Policyholder.

Subject to any applicable minimum premium payment requirements the Company shall after such cancellation refund a proportionate amount of the premium for the unexpired Policy Period provided that:

- A) no Circumstances that could reasonably be considered as being likely to give rise to a Claim under the Policy have been notified to the Company by the Insured; and
- B) no claims have been paid by the Company or have accrued and are outstanding awaiting payment in respect of such claims prior to the date on which such prohibition or restriction took effect.

#### **I. Interpretation of Legal References**

Any legal references within this section of the Policy shall include any equivalent legal provision in the jurisdiction of ordinary residence of the Policyholder or location of the risk insured, provided that such jurisdiction falls within the territorial scope of this section of the Policy.

#### **J. Partial Invalidity**

Should any provision of this section of Policy be, or become, invalid or unenforceable in accordance with the law to which this Policy is subject, such provision shall be deemed to be deleted and all other terms and conditions of this Policy shall remain in full force and effect.

#### **K. Proposal, Severability and Waiver of Rights**

##### **1. Proposal**

The Insureds shall not conceal or misrepresent any material fact or circumstance when completing the Proposal.

##### **2. Severability**

A) Other than with respect to sub-section 2. (b) below, the Proposal shall be construed as a separate application for cover by each of the Insureds with respect to the statements, representations and declarations contained therein. No fact relating to, or statement of, or knowledge possessed by, any Insured shall be imputed to any other Insured for the purpose of determining the availability of cover.

B) the Insureds agree that in the event that any statements or representations made in the Proposal are inaccurate or incomplete, the Company shall be entitled to avoid the relevant Insuring Clause with respect to any of the following Insureds:

- i) any natural person Insured or any Trustee of the Insured who knew the facts that were not fully and accurately disclosed in the Proposal; or
- ii) any Insured that is a corporation, partnership or sole trader; where any partner, Member or principal respectively who knew the facts that were not fully and accurately disclosed in the Proposal.

##### **3. Waiver of Rights**

the Company confirms that this Policy will not be rescinded for any misrepresentation or non-disclosure however; in the event of any such misrepresentation or non-disclosure then any Insured Persons who knew of such misrepresentation or non-disclosure shall have no cover under this Policy. Furthermore no cover will be provided for the Not For Profit Organisation where the Not For Profit Organisation has a requirement, legally or otherwise, to indemnify such Insured Persons whom had such knowledge of misrepresentation or non-disclosure.

#### **L. Retentions**

A) The Company's liability under this Policy for Loss arising from any single Claim and all Related Claims shall apply only to that part of such Loss which is excess of the applicable Retention stated in this Policy Schedule. The Insured shall bear at their own risk the amount of any applicable Retention in respect of each and every Claim and Related Claim.

- B) Any USA Retention (if applicable) shall apply to each and every USA Claim.
- C) If the Not For Profit Organisation is permitted or required to indemnify the Insured Persons in respect of any Loss suffered by them but fails to do so, the Company shall pay such Loss directly to the Insured Persons on behalf of the Not For Profit Organisation, provided that the Not For Profit Organisation shall be liable to pay any applicable Retention.
- D) Any Retention borne by an Insured in respect of any Claim shall be reimbursed by the Company if final judgment or adjudication is given in favour of an Insured by a court or tribunal of competent jurisdiction. For the purposes of this condition, final judgment or adjudication shall only be adjudged to have been given when all rights of appeal to higher courts or tribunals have been foregone or exhausted.
- E) Any Retention does not form part of the Limit of Liability and it shall be payable by the Insured before the application of the Limit of Liability.

#### **M. Retention Reimbursement**

Any Retention borne by the Insured in respect of any Claim shall be reimbursed by the Company if final judgment or adjudication is given in favour of the Insured by a court or tribunal of competent jurisdiction. For the purposes of this subsection, final judgment or adjudication shall only be deemed to have been given when all rights of appeal to higher tribunals have been foregone or exhausted.

#### **N. Takeovers & Mergers**

If during the Policy Period a Merger takes place, cover shall continue in full force and effect until the expiry of the Policy Period but only with respect to:

- A) Wrongful Acts committed or alleged to have been committed;
- B) Fidelity Loss committed; and
- C) Loss of or damage to Documents first occurring prior to the date of such Merger.

#### **O. Territory**

unless otherwise stated in the Policy wording, cover under this Policy shall extend worldwide.

#### **P. Third Party Rights**

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

#### **Q. Transactions Changing Coverage**

##### **I. Acquisition, Merger or Winding Up of the Policyholder**

unless otherwise agreed in writing by the Company, this Policy shall terminate for all Insureds upon:

- A) the acquisition of the entire issued share capital of the Policyholder or of all or substantially all of its assets, by another entity, or the Merger or consolidation of the Policyholder into or with another entity such that the Policyholder is not the surviving entity; or
- B) the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of the directors of the Policyholder; or
- C) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, trustee or other similar insolvency appointee or fiduciary in respect of the Policyholder; or
- D) winding-up of the Policyholder (but not, for this purpose, any Subsidiary).

Following termination, the Policyholder may continue to notify Circumstances during the Policy Period or Discovery Period or Circumstances or Claims first made against the Insured during the Policy Period provided that: cover shall only apply to Loss or that part of any Loss occurring prior to the event described in (a) or (b) above; and this Policy has not been replaced by a similar policy of insurance issued by the Company or by another Company.

irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

##### **2. Disposal or Winding Up of Subsidiary Companies**

unless otherwise agreed in writing by the Company, this Policy shall terminate for a Subsidiary upon;

- A) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, Trustee, or other similar insolvency appointee or fiduciary in respect of such Subsidiary; or
- B) falling outside of the definition of Subsidiary.

Following termination, the Policyholder may continue to notify Circumstances or Claims first made or Loss Discovered against the Insured during the Policy Period provided that cover shall only apply to Loss or that part of Loss occurring prior to the event described in (a) or (b) above.

## 5. CLAIMS CONDITIONS

### A) Claims Notification

1. the Policyholder shall give to the Company written notice as soon as possible after receipt of notice of any Claim or after the Policyholder becomes aware of any Circumstances and in any event notice shall be given to the Company:
  - A) during the Policy Period or any applicable Discovery Period; or
  - B) (in respect of any Claim) within 60 days after the end of the Policy Period or any applicable Discovery Period except in respect of any Trustee, who may in the event that the Policyholder fails or refuses to give notice under Claims Condition A. 1. gives written notice of a Claim direct to the Company, however all other terms and conditions of Claims Condition A. 1 shall otherwise apply.
2. Notification of any Claim or Circumstance must be sent to the Company at the Claims Department, Professional & Financial risks, St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL for the attention of the Professional & Financial risks Claims Manager.  
Each notification shall so far as possible provide full details of the Claim or Circumstance including, but not limited to:
  - A) the identity of the claimant or potential claimant;
  - B) the nature of the Claim;
  - C) the likely quantum of the Claim; and
  - D) the Policyholder's preliminary views (if any) on the merits of such Claim and the Policyholder shall provide the Company with such further information and documentation (where appropriate documentation includes evidence of invoices, receipts, proof of payments and the like) as it may reasonably require.
3. Any Claim arising from any notification of Circumstances shall be deemed to have been made in the Policy Period (including any applicable Discovery Period) in which the Circumstances were first notified to the Company.

### B) Allocation

1. If an Insured incurs both Loss covered by this Policy and Loss not covered by this Policy (either because a Claim is made against both Insured Persons and the Not For Profit Organisation or because a Claim includes both Loss which is covered and that which is not) the Company shall negotiate in good faith with the Insured to determine a fair and reasonable allocation of the Loss taking into account the relative legal exposures of the parties with respect to covered and uncovered Loss.  
Whilst the Claim is ongoing the Company shall advance all Defence Costs whilst any Insured Persons are named in such action, such Defence Costs will not be included in any allocation of the Loss.
2. If the Insured and the Company cannot agree on an allocation in respect of Loss, the Insured and the Company agree to submit the issue of allocation to a Queen's Counsel, (whose identity shall be agreed between the parties and failing agreement within 30 days of one party receiving written notice of a nomination being made by the other party, shall be chosen by the Chairman for the time being of the Bar Council) whose decision shall be binding, the Queen's Counsel shall be directed to apportion all costs of the determination and shall act as an expert and not as an arbitrator.
3. All references to Queen's Counsel in this Policy include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status. reference to the Chairman for the time being of the Bar Council or his nominee include, where proceedings have been commenced in jurisdictions outside England and Wales, a similar or equivalent appointee.

### C) Defence and Cooperation

1. the Company shall have the right but is not obliged to conduct in the name of the Insured the defence and settlement of any Claim covered by this Policy, and to appoint lawyers or other representatives for this purpose even if any of the allegations against the Insured are groundless, false or fraudulent. the Company's right to defend shall cease upon exhaustion of the Limit of Liability applicable to this Policy.
2. With respect to any Claim or Circumstance notified:
  - A) the Insured shall execute all papers required and shall do everything necessary to defend such Claim and provide the Company with all information, documentation, assistance and co-operation as the Company reasonably requests; and
  - B) the Company shall advance Defence Costs excess of any applicable Retention, provided that if and to the extent it is finally established that any such Defence Costs are not covered under this Policy, the Insureds, severally according to their interests, hereby agree to repay the Company such non-covered Defence Costs.
  - C) the Insured shall not settle or offer to settle any Claim, incur any Defence Costs or otherwise assume any contractual obligation or admit any liability with respect to any Claim, without the Company's prior written consent. the Company shall not be liable for, and any applicable Retention shall not be depleted or exhausted by, any settlement, Loss or Defence Costs, assumed obligation or admission to which the Company has not consented.

The Company shall not unreasonably withhold any consent referred to in Claims Condition C. 3.

The Insured agrees that in the event of a Claim the Insured shall do nothing that shall prejudice the Company's position or its potential or actual rights of recovery. The Insured shall at all times use reasonable endeavours to do, and concur in doing all such things as are reasonably practicable to avoid or diminish any Loss and to assist with the defence or settlement of any Claim. The Company may make any investigation it deems necessary.

Reasonable endeavours in this context shall include self-reporting to any regulator an actual or suspected material breach of a Not For Profit Organisation's or an Insured Person's legal or regulatory duties where the Not For Profit Organisation or Insured Person is required to give notice of such an actual or potential breach. The cost of any such steps will constitute Defence Costs. For the avoidance of doubt, any self-reporting shall not constitute an admission of liability with regard to any Claim.

#### **D) Disputes as to Contesting Legal Proceedings**

1. Subject to the provisions of Claims Condition D. 2., in the event of a disagreement arising between the Company and the Insured as to whether or not to contest or settle legal proceedings or proceed with appeals, the issue shall be remitted to a Queen's Counsel whose decision on the probability of successfully defending the Claim or the acceptability of the proposed terms of settlement or the probability of succeeding on appeal shall be final. The identity of such Queen's Counsel shall be agreed by the parties or, failing such agreement within 30 days of one party receiving written notice of a nomination being made by the other party, by the Chairman for the time being of the Bar Council.
2. In the event that Queen's Counsel or Junior Counsel is instructed in connection with the defence of a Claim, the parties shall submit any issue between them to the said Counsel as to whether or not to contest or settle legal proceedings or proceed with appeals.
3. Any appointment under the provisions of Claims Condition D. shall be as expert and not as arbitrator.
4. The costs of the said expert determination shall be deemed to form part of the Defence Costs.
5. All references to Queen's Counsel and Chairman of the Bar Council include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status or equivalent appointee.

#### **E) Fidelity Loss**

1. It shall be a condition precedent to the obligations of the Company under this Policy that the Policyholder shall give the Company written notice as soon as possible after Discovery of a Fidelity Loss, and in any event no later than 60 days after such Discovery. Such notice shall be sent to the Company at the address set out in the Schedule.
2. Within 6 months after Discovery of any such Fidelity Loss, the Policyholder shall furnish to the Company above proof of Loss with full particulars including all relevant information in their possession in relation to the Fidelity Loss and such further information as may be required by the Company.
3. Legal proceedings for the recovery of any Fidelity Loss hereunder shall not be brought prior to the expiration of 60 days after proof of Loss is filed with the Company or after the expiry of 24 months from Discovery of such Fidelity Loss.

#### **F) Other Insurance**

This Policy shall be specifically excess of any other valid and collectible insurance (including but not limited to any insurance which is stated to be primary, contributory, excess, contingent or otherwise), unless such other insurance is specifically excess of this Policy.

If at the time of Loss there is any other insurance effected by or on behalf of any Insured covering the same Loss as covered by this Policy, the liability of the Company for Loss under this Policy will be limited to its rateable portion of such Loss, subject always to the Limit of Liability and appropriate Extensions.

For the avoidance of doubt, a Loss which is covered partly by this Policy and partly by another policy (including policies of which this is a renewal) issued by the Company to the Insured for which any previous applicable Discovery Period has not expired, shall be limited to the larger amount of cover under the previous policy or this Policy and shall on no account be cumulative.

#### **G) Related Claims**

All Related Claims shall be deemed one Claim, and such Claim shall be deemed to be first made on the date the earliest of such Claims is first made, regardless of whether such date is before or during the Policy Period or the Discovery Period.

#### H) Subrogation and Recoveries

1. In the event of any payment under this Policy, the Company shall be subrogated to the extent of such payment to all the Insured's rights of recovery. The Insured shall do everything necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable the Company effectively to bring proceedings in the name of the Insured.
2. Provided however that in no event shall the Company exercise its rights of subrogation against an Insured Person except where such Insured Person has been fraudulent, committed a criminal act or obtained any profit or advantage to which the Insured Person was not legally entitled. This exception shall not apply to Fidelity Loss.
3. All recoveries obtained by the Insured from other parties shall be allocated, after the settlement of any Claim under this Policy as follows:
  - A) firstly, to the benefit of the Insured to reduce or extinguish the amount of the Insured's Loss to the extent that it would have been paid under this Policy but for the fact that such Loss exceeds the Limit of Liability together with any Retention where applicable;
  - B) secondly, to the benefit of the Company for all sums paid in settlement of Loss arising under this Policy;
  - C) thirdly, to the benefit of the Insured for the amount of the Retention under this Policy.

All recoveries shall be applied as herein only after deduction of the reasonable cost of obtaining such recovery. All recoveries made prior to settlement of any Claim under this Policy shall be held for the benefit of the Company and applied as stated herein after settlement if any is made.

#### 6. SECTION DEFINITIONS

When used in this Section of the Policy:

- A. Benefits means perquisites, fringe benefits, amounts due or payments made in connection with an employee benefit plan or pension scheme, share or stock options or any other right to purchase, acquire or sell shares or stock, and any other obligation or payment, made to or for the benefit of an Employee other than salary (including bonus) or wages.
- B. Circumstance means an incident, occurrence, fact, matter, act or omission which is likely to give rise to a Claim under this Policy.
- C. Not For Profit Organisation means the Policyholder and its Subsidiaries.
- D. Claim means:
  1. service of a Claim Form, counterclaim, Related Claim, Application notice, Notice of appeal, Witness summons or similar legal document including an application for any related injunction served upon any Insured in respect of a Wrongful Act;
  2. any arbitration proceeding or request to nominate an arbitrator served upon any Insured in respect of a Wrongful Act;
  3. any written communication (including electronic communications), whether or not containing a demand for compensation or damages, received by any Insured threatening commencement of proceedings in respect of a Wrongful Act, and any written demand against any Insured Person for monetary damages, reinstatement or other non-monetary relief;
  4. any criminal prosecution of an Insured Person resulting from a Wrongful Act;
  5. any notice of an Investigation commenced by the filing of a notice of charge, formal investigative order; questionnaire or similar document:
    - A) into the affairs of the Not For Profit Organisation as provided in Trustee Extension 6 of Section I A C and where an Insured Person is required to attend or give evidence; or
    - B) involving a Wrongful Act alleged to have been committed by an Insured Person or in respect of which an Insured Person is required to attend or give evidence by reason of his acting in the capacity of a Trustee;
  6. proceedings brought against any Insured Person during the Policy Period by any Official Body seeking:
    - A) extradition of an Insured Person where the allegations from which the extradition proceedings result or arise from a Wrongful Act by reason of his acting in the capacity of a Trustee;
    - B) confiscation, assumption or ownership and control, suspension or freezing of rights of ownership of real property or personal assets of any Insured Person;
    - C) a charge over real property or personal assets of such Insured Person;
    - D) a temporary or permanent prohibition on such Insured Person from holding the Insured Person from performing the function of a Trustee of the Not For Profit Organisation;
    - E) restriction of such Insured Person's liberty to a specified domestic residence or an Official Detention;
    - F) deportation of an Insured Person following revocation of otherwise proper, current and valid immigration status for any reason other than an Insured Person's conviction of a crime provided that such allegation is first made against, or received by, any Insured Person during the Policy Period.
- E. Corporate Trustee means a company incorporated for the purpose of administering the Charity or of acting as Trustee of the Charity.

- F.** Defence Costs means that part of Loss consisting of reasonable and necessary costs, charges, fees including but not limited to lawyers' and agents' fees and expenses (other than regular or overtime wages, salaries, fees or benefits of the Trustees or Employees of the Not For Profit Organisation) incurred by the Company or (with the Company's prior written consent) the Insured:
1. in defending, investigating or settling Claims or assisting the Company in investigating, defending or settling Claims (including the premiums paid for any insurance instruments or bonds which may be required in certain jurisdictions to institute an appeal or enter an appearance but without any obligation to apply for or furnish any such insurance instruments or bonds);
  2. in respect of the attendance or giving of evidence by any Insured Person at an Investigation into the affairs of the Not For Profit Organisation;
  3. in respect of any Investigation involving a Wrongful Act alleged to have been committed by an Insured Person or relating to which an Insured Person is required to attend or give evidence by reason of his acting in the capacity of a Trustee.
- G.** Discovery means when a Trustee (not in collusion with a dishonest Trustee or Employee or any other person) first becomes aware of facts which would cause a reasonable person to believe that a Fidelity Loss covered by the Policy has been or is likely to be incurred, regardless of when the act or acts causing or contributing to such Fidelity Loss occurred, even though the exact amount or details of such Fidelity Loss may not then be known, and Discovered shall be construed accordingly.
- H.** Discovery Period means the period immediately following the expiry of the Policy Period during which the Policyholder may continue to notify Claims or Circumstances but only in relation to Wrongful Acts committed prior to the expiry of the Policy Period. Any Claim made during the Discovery Period shall be deemed to have been made during the immediately preceding Policy Period.
- I.** Documents means:
1. documents (excluding bearer bonds, coupons, bank or currency notes or other negotiable instruments); or
  2. computer systems records the property of the Insured or for which the Insured is legally responsible.
- J.** Employee means any natural person who was, or is, or becomes during the Policy Period:
1. an employee of the Not For Profit Organisation, (which shall include trainees, casual, part-time, seasonal, temporary, voluntary and work experience personnel) acting in such capacity; or
  2. seconded to the Not For Profit Organisation and acting in such capacity.
- K.** Employment Wrongful Act means any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by any one or more Insureds in their capacities as such against any past, present or prospective Employee or Trustee of the Policyholder; in connection with any actual or alleged:
1. wrongful, unlawful or unfair dismissal, discharge or termination of employment;
  2. breach of any written or oral employment contract or quasi-employment contract;
  3. employment-related misrepresentation;
  4. violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin, sex, sexual orientation, religion, maternity, pregnancy, age and disability);
  5. violation or non-compliance with legislation regulating working hours;
  6. wrongful failure to employ or promote;
  7. wrongful demotion;
  8. wrongful discipline;
  9. wrongful deprivation of a career opportunity;
  10. failure to grant tenure;
  11. failure to adopt adequate workplace or employment policies and procedures;
  12. Retaliatory treatment of whistle-blowers and others;
  13. negligent evaluation;
  14. employment-related invasion of privacy;
  15. employment-related breach of data protection legislation;
  16. employment-related libel, slander; humiliation and defamation;
  17. failure to furnish accurate job references;
  18. employment-related wrongful infliction of mental anguish or emotional distress; or
  19. breach of any obligation which has been transferred to the Not For Profit Organisation by virtue of the transfer of undertakings (Protection of Employment) regulations 1981 or the EC acquired rights Directive, save for any obligation which existed at or prior to the date of transfer.
- L.** Full Annual Premium means the annual premium payable by the Policyholder; including any additional premium which becomes payable immediately prior to the expiry of the Policy Period in question.



**M. Insured means:**

1. the Insured Persons;
2. the Not For Profit Organisation or any Subsidiaries;
3. the Policyholder

declared to the Company prior to the commencement of the Policy Period or as acquired and created during the Policy Period under the terms of Policy Condition A. Acquisition or Creation of a Subsidiary.

**N. Insured Persons means any natural person who was, is, or becomes during the Policy Period, a Trustee, a Volunteer who has been officially appointed by the Not For Profit Organisation, a manager or Employee.**

**O. Investigation means any formal or official investigation (other than the Not For Profit Organisation's own internal investigation), examination, dawn raids, site raids, regulatory interviews or other proceedings made or commenced during the Policy Period by a governmental body, professional body or other institution duly authorised to carry out such investigations.**

**P. Limit of Liability means the limit specified in the Policy Schedule. Any reference to Limit of Liability shall mean an aggregate limit for all Claims or Loss under each Policy section, as applicable.**

**Q. Loss means**

1. A) damages, compensation, contributions, judgments or (if concluded with the Company's prior written consent) settlements;
- B) claimant's legal costs and expenses;
- C) punitive, exemplary and aggravated damages, except for:
  - i) such damages awarded in respect of an Employment Wrongful Act;
  - ii) such damages awarded in respect of any USA Claim;
  - iii) that which is defined under Definition U. 2 below.
- D) all other costs and expenses ordered by a court or other legally authorised tribunal, or incurred with the Company's prior written consent; and Defence Costs, in respect of a Claim made against, or received by, any Insured, jointly or severally;
- E) in respect of an Employment Wrongful Act only, the cost to the Insured of paying wages (but not Benefits) to an Employee for the period from the date of the purported dismissal or termination to the date on which the court or Tribunal of first instance delivered its judgment to the parties.

The Company shall advance Defence Costs in accordance with Claims Condition C, Defence and Cooperation

2. Loss and any Defence Costs associated therefrom, shall not include:

- A) taxes;
- B) fines, except for as provided in Trustee Liability Section Extension I;
- C) penalties, except for as provided in Trustee Liability Section Extension I;
- D) any other form of Loss which is uninsurable under the law of the state or country to which the Claim is subject;
- E) the multiple portion of any multiplied damage award;
- F) any amount which the Insured is not legally liable to pay; and
- G) in respect of an Employment Wrongful Act only:
  - i) any amount not indemnified by the Not For Profit Organisation for which the Insureds are absolved from payment by reason of any covenant, agreement or court order;
  - ii) the value of any share or stock options or any other right to purchase, acquire or sell shares or stock;
  - iii) taxes, fines or penalties imposed by law or the multiple portion of any multiplied damage award;
  - iv) the cost of complying with any injunctive or other non-monetary relief or any agreement to provide any such relief; or
  - v) matters uninsurable under the law in accordance with which this Clause is construed or such Claim is adjudicated provided however that Loss shall include aggravated, punitive or exemplary damages to the extent such damages are insurable under the laws of the United Kingdom, Channel Islands or Isle of Man.

**R. Member means a member of a Limited Liability Partnership as defined under the Limited Liability Partnership Act 2000.**

**S. Merger means the occurrence of either of the following events:**

- A) the Policyholder consolidating with or merging into or selling all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
- B) any person or entity, whether individually or together with any other person or entity, acquiring an amount of share capital representing more than fifty per cent (50%) of the voting power for the election of Trustees of the Policyholder; or acquiring the voting rights for such an amount of the shares.

**T. Not For Profit Organisation means the Policyholder and its Subsidiaries.**

**U. Original Inception Date means the date from which the Not For Profit Organisation has maintained uninterrupted Trustees liability cover with an Company, whether under this Policy or any preceding Policy.**

**V. Policy means, collectively the Policy Schedule, the Proposal, each Policy section and the terms and Conditions of the Policy (including any endorsements thereto).**

- W.** Policyholder means the Organisation designated in the Policy Schedule.
- X.** Policy Period means the period of time specified in the Policy Schedule.
- Y.** Policy Schedule means the Not For Profit Policy Schedule attaching to this Policy.
- Z.** Pollutants means any air emission, odour, waste water, oil or oil products, infectious or medical waste, biological contaminants, asbestos or asbestos products, electric or magnetic or electromagnetic fields and noise, and any ionising radiations or contamination by radioactivity. Pollutants shall also mean any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or a country, state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials.
- AA.** Pollution means the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of Pollutants into or on real or personal property, water or the atmosphere.
- BB.** Professional Services means services when performed within or in furtherance of the activities and purposes of the Not For Profit Organisation, other than by a trust corporation or by a Trustee in the course of carrying on his profession.
- CC.** Proposal means, the signed proposal form, Statement of Fact and declaration completed in respect of this / I, including any renewal declaration, and any information supplied by or on behalf of any Insured in addition to or in connection with or in substitution therefor.
- DD.** Public Relations Consultancy Fees means fees necessarily incurred by the Insured to employ the services of an external public relations consultant solely to provide advice to minimise adverse publicity following Loss covered by this Policy.
- EE.** Related Claims means all Claims based on, arising out of, or in any way involving the same or related facts, Circumstances, situations, transactions or events or the same or related series of facts, Circumstances, situations, transactions or events.
- FF.** Retaliation/Retaliatory means a Wrongful Act of an Insured relating to, or alleged to be in response to, the treatment of any Employee less favourably than others, or the victimisation of that person, because that person threatens to bring proceedings, give evidence or information, take any action or make any allegation concerning the Insured with reference to legislation relating to sex, race, or disability discrimination, whistle blowing and, subject to the provisions of this Policy, any employment protection law generally or where the Insured has already done any of the foregoing.
- GG.** Retention means that part of each and every Claim or Loss, as applicable, which is payable by the Insured, the amount of which is specified in the Policy.
- HH.** Retires/Retirement means the act of any Insured Person voluntarily relinquishing their position from the Not For Profit Organisation with a resulting state of Retirement whereby such Insured Persons do not subsequently resume or assume the position of Trustee or Employee in any Not For Profit Organisation thereafter.
- II.** Spouse means a lawful spouse, civil partner or any person deriving similar status by reason of the common law.
- JJ.** Sub-Limit means the maximum aggregate liability of the Company from all Claims or Related Claims first made during the Policy Period or any applicable Discovery Period, arising from an Extension to an Insuring Clause under this Policy. Sub-Limits shall be part of and not in addition to the Limit of Liability attaching to the applicable Insuring Clause.
- KK.** Subsidiary means any entity in which the Policyholder:
- i) holds directly or indirectly more than fifty per cent (50%) of the voting rights; or
  - ii) has the right to appoint or remove a majority of the board of Trustees; or
  - iii) holds more than half of the issued share capital
- and where the Policyholder is a partnership, an entity shall be a Subsidiary of the partnership where such holding or right is held for the benefit of the partnership.
- LL.** System means computers, other computing and electronic equipment linked to computer hardware, electronic data, processing equipment, microchips and anything which relies on a microchip for any part of its operation and includes for the avoidance of doubt any computer installation.
- MM.** Tribunal means a tribunal constituted in accordance with the Employment Tribunals (Constitution and rules of Procedures) Regulations 2004, and any statutory amendment or successor thereto.
- NN.** Trustee means any natural person who was, who is or who will become:
- i) a trustee of the Not For Profit Organisation or the Employee thereof to whom any duty of such trustee is delegated;
  - ii) a trustee of any trust other than a trust corporation or a pension fund trust which was, is, or may hereafter be or be deemed to be the Not For Profit Organisation or wholly or mainly engaged within or in furtherance of the purposes of the Not For Profit Organisation;
  - iii) a director including any de facto director (as defined under section 251 of the Companies Act 2006 or any equivalent provision in the jurisdiction) of the Not For Profit Organisation, or company incorporated for the purpose of administering the Not For Profit Organisation, or the Corporate Trustee other than its external auditor, liquidator, administrator, receiver or solicitor; and
  - iv) an officer or member of the committee of management of any unincorporated association which was, is or may hereafter be or be deemed to be the Not For Profit Organisation or wholly or mainly engaged within or in furtherance of the purposes of the Not For Profit Organisation.

v) a Manager of the Not For Profit Organisation

vi) A volunteer who has been officially appointed by the Not For Profit Organisation

For the avoidance of doubt, the Policy covers a Trustee solely in relation to his activities for and on behalf of the Not For Profit Organisation and not in relation to any other activities.

**OO.** United Kingdom shall mean the united Kingdom of Great Britain and Northern Ireland

**PP.** USA means the united States of America and in each case its territories and possessions and any state or political subdivision thereof.

**QQ.** Virus means programming code or series of instructions designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a System, transmitted between Systems by transfer between computer systems via networks, extranets, internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not.

**RR.** Wrongful Act means in respect of:

1. an Insured Person

any actual or alleged error; misstatement, misleading statement, act, omission, neglect, breach of duty, breach of trust, libel, slander; breach of contract, breach of warranty of authority, wrongful trading as set out in section 214 of the Insolvency Act 1986 (or any equivalent situation in any jurisdiction in which the Not For Profit Organisation is incorporated), Employment Wrongful Act or other act actually or allegedly committed or attempted by any Insured Person in their duties or capacity as a Trustee or manager or an appointed volunteer or an Employee.

2. the Not For Profit Organisation

any actual or alleged error; misstatement, misleading statement, act, omission, neglect, or breach of duty, breach of trust, breach of warranty of authority, or other act actually or allegedly committed or attempted by the Not For Profit Organisation.

## LEGAL ASSISTANCE

A 24 hour service that gives you access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

## HEALTH & SAFETY

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work

## TAX ADVICE

a confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm

## STRESS COUNSELLING

Stress affects most people at some point in their working lives. Our stress counselling service will help you deal with stress at work by addressing minor problems before they become major crises Confidentiality is of the utmost importance, and our counsellors are qualified and experienced in assessing problems quickly so they can provide immediate therapy

The advice-line number is **0800 107 3499**

Please quote reference: **33789**

Advice lines are intended for business use and are a service provided to the Insured only in their capacity as a policyholder.

This page should be read in conjunction with the rest of your policy documents.

## MONEY INSURANCE

### THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

#### SECTION I – MONEY

The Company will indemnify the Policyholder up to the Limit of Liability shown in the Schedule or as stated below for any Damage to Money and property described in items 1A), 1B), 1C) and 2 below occurring during the Period of Insurance.

The Insurance Provided Item	Limit of Liability any one loss
1 A) Money in the Policyholder's Premises during Working Hours or in transit or in a bank night safe until at the bank's risk or at any of the Policyholder's contract sites during Working Hours.	as shown in the Schedule
B) Money in the Policyholder's Premises out of Working Hours: 1) in locked safes or strong-rooms 2) not in a locked safe or strong-room	as shown in the Schedule £300
C) Money in the Policyholder's residence or that of any of the Policyholder's directors, employees, authorised volunteers or authorised society members, the Limits of Liability being: 1) while in a locked safe or while an adult is in the residence 2) otherwise	as shown in the Schedule £300
D) Money and travellers cheques anywhere in Europe	£1250
2 Non-negotiable Money	£250,000
3 Clothing and personal effects (not exceeding £25 per person in personal money) belonging to the Policyholder or any of the Policyholder's directors partners or employees while engaged in the Business	£500 per person
4 Stamped or impressed National Insurance Cards	Unlimited
5 Any Postal franking machine safe strongroom or any container or waistcoat used for the carriage of Money belonging to the Policyholder or for which the Policyholder is responsible	Unlimited
6 Money in collection tins and envelopes anywhere in the UK And Europe	£50
7 Loss of Money due to dishonesty or fraud committed During the Period of Insurance by any Director Employee Trustee or Authorised Volunteer	£5,000 in total any One period of insurance limited to a maximum of £2,000 per person

#### EXTENSIONS

##### Fund raising

The Limit of Liability is increased by 100% for the period, from two days before until seven days after, a fund raising event in respect of 1A) 1B) and 1C) as defined above.

During this period transits of Money in excess of £3,000 shall be carried by at least two able bodied persons.

## EXCLUSIONS

The Company shall not be liable for:

### 1 **Discovery Period**

Loss by theft by any director, partner or employee of the Policyholder not discovered within twenty working days of the occurrence,

### 2 **Error or Omission**

Shortage due to error or omission,

### 3 **Unattended Vehicle**

Loss from an Unattended Vehicle,

### 4 **Counterfeit Money**

Loss due to the use of counterfeit Money,

### 5 **Northern Ireland**

Loss or damage arising from riot or civil commotion in Northern Ireland,

### 6 **Outside the United Kingdom**

Loss or damage not within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,

### 7 **Terrorism**

Damage occasioned by or happening through or in consequence directly or indirectly of:

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and
- B) in Northern Ireland civil commotion.

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

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

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder.

## DEFINITIONS

### **Money**

Cash, bank notes, currency notes, uncrossed cheques, travellers cheques (but excluding pre-signed blank cheques), uncrossed bankers' drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, bills of exchange, consumer redemption vouchers, gift tokens and trading stamps.

### **Non-negotiable Money**

Crossed cheques (but excluding pre-signed blank cheques), crossed bankers' drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings Certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices belonging to the Policyholder or for which the Policyholder is responsible and pertaining to the Business.

### **Working Hours**

The period during which the Premises are actually occupied for Business purposes and during which the Policyholder or those of the Policyholder's employees who are entrusted with Money are in the Premises or on the Policyholder's contract sites.

## PROPERTY DAMAGE ALL RISKS INSURANCE

### THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE.

If during the Period of Insurance the Property insured described in the Schedule or any part of such Property is Damaged whilst at the Premises or anywhere in the UK or Europe and not subject to any of the Exclusions below, the Company will pay to the Policyholder the amount of loss or at its option reinstate or replace such property or any part of such property.

Provided that:

1. the liability of the Company shall in no case exceed in respect of any one item the sum insured specified in the Schedule to be insured or the maximum sum insured.
2. The Company may at its own option reinstate or replace any Damaged Property without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

### EXCLUSIONS

The Company shall not be liable for Damage caused by

- I A) wear and tear moth vermin, corrosion, rust, wet or dry rot, shrinkage, evaporation or climatic conditions or any gradually operating cause  
B) alterations maintenance repairs or any process of cleaning or restoring  
C) delay confiscation or detention by order of any government or public authority  
D) counterfeit substitute or foreign coins  
E) mechanical or electrical breakdown or derangement  
F) explosion caused by the bursting of
  - i) any boiler not used solely for domestic purposes
  - ii) any economiser or other vessel machine or apparatusbut not excluding
  - A) Damage which itself results from other Damage and is not otherwise excluded
  - B) Subsequent Damage which itself results from a cause not otherwise excluded
- 2 Theft (including attempted theft)
  - A) of any Property insured whilst the Policyholder is busking or performing on the street unless it involves
    - 1 forcible and violent means or
    - 2 threatened violence or assault
  - B) of any Property insured left in an unattended vehicle unless the Property is out of sight and concealed in the glove or luggage compartment and the vehicle is locked and secured
- 3 riot or civil commotion elsewhere than within Great Britain the Channel Islands the Isle of Man or the Republic of Ireland
- 4 pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by
  - A) pollution or contamination which itself results from a Defined Peril
  - B) a Defined Peril which itself results from pollution or contamination
- 5) A) subsidence ground heave or landslip unless it results from a Defined Peril (other than storm or flood) and is not otherwise excluded  
B) normal settlement or bedding down of new structures  
C) acts of fraud or dishonesty other than theft  
D) disappearance unexplained or inventory shortage misfiling or misplacing of information

### The Company shall not be liable for Damage in respect of

- 1 breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as the result of damage to such property
- 2 depreciation contamination consequential loss or consequential damage of any kind or description
- 3 the amount of the Policyholder's Contribution
- 4 Damage to electrical plant or apparatus caused by self-ignition but this exclusion shall only apply to that part of the electrical plant or apparatus in which self-ignition occurs

- 5 Damage to Property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
- 6 Damage occasioned by or happening through or in consequence directly or indirectly of
  - A) terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
  - B) in Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the united Kingdom or any other government de jure or de facto.

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- 1) influence any government or any international governmental organisation or
- 2) put the public or any section of the public in fear.

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder

#### **PROPERTY DAMAGE ALL RISKS – THE INSURANCE PROVIDED**

The Company may at its option replace, repair or pay for any Damaged item as described below, up to the amount shown in the Schedule.

The Company Will Pay

- 1 For current insured Property, the cost or repair or replacement as new,
- 2 For discontinued insured Property, the cost of replacement with an equivalent model or specification,
- 3 For musical scores the costs reasonably incurred with the reproduction, repair or replacement.

#### **UNDERINSURANCE**

If at the time of damage, the Sum Insured in respect of any one specified item is less than the value at the time of damage, the amount payable shall be proportionately reduced.

#### **POLICYHOLDER'S CONTRIBUTION**

this insurance does not cover the Policyholder's Contribution as specified in the Schedule being the first part of each and every loss to be borne by the Policyholder as ascertained after the application of all other terms and conditions of the insurance including the underinsurance Provision

**In respect of documents, manuscripts and business books the Company will pay:**

- 1 the value of the materials as stationery,
- 2 the clerical labour expended in reproducing or writing up such documents,
- 3 the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded, but excluding the value to the Policyholder of the information and subject to the Company's liability not exceeding the limit stated in the definition of General Contents.

## PROPERTY DAMAGE DEFINITIONS

### Designation of Property

Where necessary the item heading under which any property is insured shall be determined by the designation under which such Property appears in the Policyholder's books.

### Property Insured

General Contents, instruments, items on loan, musical scores including temporarily hired or borrowed, tenants improvements, alterations and decorations and if not insured elsewhere directors' trustees' and employees' personal effects for an amount not exceeding £250 per person, money and securities of any description for an amount not exceeding £1000 and wines, spirits and tobacco held for entertainment purposes for an amount not exceeding £500



## ABANDONMENT INSURANCE

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE INSURANCE

### THE INSURANCE PROVIDED

The Company will indemnify the Policyholder after deduction of the excess against Loss that the Policyholder shall sustain by reason of the interruption or postponement or cancellation or abandonment of the Event during the Period of Insurance from any cause outside the control of the Policyholder provided that the Liability of the Company shall not exceed the Limit of Indemnity.

### ADVERSE WEATHER EXTENSION

The Policy is extended to indemnify the Policyholder in respect of Adverse Weather for outdoor venues

Adverse Weather is defined as extreme weather conditions which

- A) occur on the day(s) of the Event and which are deemed by the event organiser(s) on the date of the Event to present a danger to those attending and/or performing if the Event were to proceed and/or
- B) occur during the Period of Insurance and which are deemed by the Local Authority to present a danger to those attending and/or performing if the Event were to proceed and/or
- C) occur during the Period of Insurance and which
  - i) are deemed by the Local Authority to present a danger to those responsible for the necessary set up or
  - ii) prevent the Policyholder or event organiser(s) from undertaking the necessary set up to enable the Event to proceed due to reasons of physical impossibility

In any claim and/or action suit or proceeding to enforce a claim for a loss hereunder the burden of proving that the loss results from Adverse Weather shall fall upon the Policyholder

Subject otherwise to the terms exceptions and conditions of the Policy

### EXCLUSIONS

- I. the Company shall not be liable in respect of Loss occasioned by or happening through
  - A) any consequence of riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
  - B) i) withdrawal insufficiency or lack of finance howsoever caused
  - ii) failure to pay financial failure or default insolvency bankruptcy liquidation winding up administration or arrangement with creditors
  - iii) lack of or inadequate response or support or withdrawal of support by any person business or organisation whether or not the person business or organisation is a party to this Policy.
  - C) breach of contract unless demonstrably caused by an event beyond the control of the party breaching the contract
  - D) the interruption and/or postponement and/or cancellation and/or abandonment of the Event for any reason directly or indirectly connected with the holding of a general Election in the UK unless such general Election is held within 10 days the Event.
  - E) directly or indirectly arising out of contributed to by or resulting from any communicable disease which leads to
    - i) the imposition of quarantine or restriction in movement of people or animals by any local or national or international body or agency or
    - ii) Any travel advisory or warning being issued by a national or international body or agencyand in respect of i) and ii) above any fear or threat thereof (whether actual or perceived)
  - F) actual threatened feared or perceived use of any biological chemical radioactive or nuclear agent material device or weapon
  - G) directly or indirectly caused by arising from or contributed to by National, Court or Local Mourning in respect of any person aged 75 years or over.
  - H) loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of or threat of or fear of terrorism (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion an act of terrorism means an unlawful act including but not limited to the use of force or violence or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear:

This also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of or threat of or fear of terrorism (whether actual or perceived).

If the Company alleges that by reason of this Exclusion any loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Policyholder.

In the event that any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

2. the Company shall not be liable in respect of loss of or damage to property

#### **CONDITIONS**

It is a condition precedent to the liability of the Company in respect of this Policy that to the best of the Policyholders' knowledge and belief

1. all necessary and appropriate arrangements have been made for the fulfilment of the Event
2. the Named Persons upon whom the staging of the Event depends are fit to fulfil their commitment at the Event and free from any pre-existing physical or mental defect.

#### **DEFINITIONS**

For the purposes of this section of Policy

Loss shall mean:

- i) any expenditure necessarily incurred in completing the Events over and above the expenditure which would have been incurred but for the occurrence giving rise to the loss
- ii) any expenditure incurred in connection with the Events which shall be rendered entirely abortive and valueless as a direct result of the occurrence giving rise to the loss.

## PROPERTY DAMAGE INSURANCE – BUILDINGS

### THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE.

If any of the Property Insured described in the Schedule suffers Damage by any of the Covers insured, the Company will in accordance with the provisions of the Policy pay to the Policyholder:

In respect of Property Damage Insurance, the amount of loss or at its option reinstate, repair or replace such Property, provided that:

The Company's liability in any one Period of Insurance shall not exceed in the whole the total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability.

### COVERS

The following are the Covers insured unless stated as Covers not insured in the Schedule.

- I **A) Fire** (including smoke) excluding Damage:
  - i) by explosion resulting from fire,
  - ii) to Property caused by its undergoing any process involving the application of heat.
- B) Explosion** excluding Damage caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only, but this shall not exclude: Damage caused by explosion of any boiler or gas used for domestic purposes only.
- C) Lightning.**
- D) Aircraft or other aerial devices or articles dropped therefrom.**
- 2 **Earthquake** excluding Damage caused by fire.
- 3 **Riot and malicious persons**, civil commotion, strikers, locked out workers or persons taking part in labour disturbances excluding Damage:
  - A) arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority,
  - B) arising from cessation of work,
  - C) i) in the course of theft or attempted theft,  
ii) in respect of any Building which is empty or not in use, directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- 4 **Storm or flood** excluding Damage:
  - A) attributable solely to change in the water table level,
  - B) caused by frost, subsidence, ground heave or landslip,
  - C) to fences, gates and moveable property in the open.
- 5 **Escape of water** or oil from any tank, apparatus or pipe excluding Damage:
  - A) by water discharged or leaking from an automatic sprinkler installation,
  - B) in respect of any Building which is empty or not in use.
- 6 **Impact** by any road vehicle (including any fork lift truck or other industrial vehicle) or animal.
- 7 **Sprinkler Leakage**  
The accidental escape of water from any automatic sprinkler installation excluding Damage:
  - A) by freezing in any Building which is empty or not in use,
  - B) by heat caused by fire.
- 8 **Theft** (which shall be deemed to include attempted theft) excluding Damage:
  - A) which does not involve
    - i) entry to or exit from that part of the Building occupied by the Policyholder for the purpose of the Business by forcible and violent means  
or
    - ii) actual or threatened assault or violence.
  - B) to any part of the Building not occupied by the Policyholder for the purpose of the Business,
  - C) to property in the open or from any outbuilding,

- D) to property in transit,
- E) to Money and securities of any description.

**9 Subsidence, ground heave or landslip excluding Damage:**

- A) arising from the settlement or movement of made-up ground or by coastal or river erosion,
- B) occurring as a result of the construction, demolition, structural alteration or structural repair of any Property at the Premises,
- C) arising from normal settlement or bedding down of new structures,
- D) to yards, car parks, roads, pavements, forecourts, paved areas, walls, gates or fences unless a Building insured under this Policy is also affected,
- E) commencing prior to the granting of cover under this Policy.

**10 Any other accident excluding Damage:**

A) by any of:

- i) the Covers,
- ii) the causes expressly excluded from the Covers specified in Covers 1–9 (whether or not insured).

B) to any Property caused by:

- i) its own faulty or defective design or materials,
- ii) inherent vice, latent defect, gradual deterioration, wear and tear,
- iii) faulty or defective workmanship, operational error or omission on the part of the Policyholder or any of their Employees, but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.

C) caused by:

- i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects,
- ii) change in temperature, colour, favour, texture or finish,
- iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any connected range of steam and feed piping,
- iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates,
- v) caused by or consisting of the freezing, solidification or inadvertent escape of molten metal, but this shall not exclude:
  - i) such Damage which itself results from other Damage and is not otherwise excluded,
  - ii) subsequent Damage which itself results from a cause not otherwise excluded.

D) caused by:

- i) acts of fraud or dishonesty,
- ii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

E) to:

- i) a Building caused by its own collapse or cracking,
- ii) moveable Property in the open, fences and gates by wind, rain, hail, sleet, snow, food or dust,
- iii) Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.

F) to:

- i) Property in transit,
- ii) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft,
- iii) land, piers, jetties, bridges, culverts and excavations,
- iv) livestock, growing crops and trees,
- v) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection,
- vi) overhead transmission lines.

**II Glass**

Damage resulting from Accidental Breakage of Glass, if Buildings not insured by the Policyholder:

**POLICYHOLDERS CONTRIBUTION**

this insurance does not cover the Policyholder's Contribution as specified in the Schedule being the first part of each and every loss to be borne by the Policyholder at each separate premises as ascertained after the application of all other terms and conditions of the insurance including the underinsurance Provision

## PROPERTY DAMAGE – THE INSURANCE PROVIDED

### IN RESPECT OF BUILDINGS

The Company will pay:

- A 1)** the cost of reinstatement being where the Property is:
- i) destroyed the cost of rebuilding
  - ii) Damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new.
- or
- A 2)** the Alternative Basis of Settlement being the value of the Property, at the time of its destruction.
- The Alternative Basis of Settlement will apply:
- i) until the cost of reinstatement has actually been incurred,
  - ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable,
  - iii) if at the time of its Damage the Property is covered by any other insurance effected by or on behalf of the Policyholder and such other insurance is not on the identical basis of reinstatement defined in cost A1,
  - iv) if in the Schedule it is stated that the Alternative Basis of Settlement applies.

**in addition in respect of A1 or A2 the cost of:**

- B complying with Public Authorities' requirements**, being such additional cost of reinstatement of the Property as may be incurred with the Company's consent in complying with European Union legislation or Building Regulations or local authority or other statutory requirements first imposed upon the Policyholder following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow and may be carried out upon another site (should the stipulations require).

The Company shall not be liable for requirements relating to: any rate; tax; duty; development or other charge or assessment, which may arise out of capital appreciation as a result of complying with any of the legislation, regulations or requirements referred to.

Cover is extended to include the additional cost of reinstatement in respect of undamaged portions, other than foundations, subject to a Limit of Liability of 15% of the total amount the Company would have been liable for had the building been totally destroyed. Provided that the Company will not be liable for such additional cost in respect of other Buildings which have not sustained Damage,

- C removing debris** being the cost incurred with the Company's consent in removing debris, dismantling, demolishing, shoring up and propping portions of the Property but excluding any costs or expenses:
- i) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site,
  - ii) arising from pollution or contamination of property not insured by this Policy.
- D professional fees** being those necessarily incurred in the reinstatement of the Property but not for preparing any claims.

### UNDERINSURANCE IN RESPECT OF BUILDINGS

If at the time of the Damage the Declared Value by the relative item on Buildings or the Sum Insured by the relative item on other property or interests, is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced.

#### IN RESPECT OF A1

Declared Value shall mean the base value shown in brackets below the Sum Insured excluding any provision for inflation.

Insurable Amount shall be Day One Reinstatement Value.

Day One reinstatement shall mean the total of the insured costs A1, B, C and D in reinstating the Property insured to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance.

#### IN RESPECT OF A2

Declared Value shall be 115% of the base value or if no base value is shown it shall be deemed to be the Sum Insured.

Insurable Amount shall mean the total of the value at the time of the Damage of the Property insured by the item and the additional costs B, C and D.

## IN RESPECT OF RENT OF BUILDINGS WHICH SUFFER DAMAGE

the Company will pay:

- 1 if the loss relates to rent receivable by the Policyholder:
    - A) the amount by which the rent receivable by the Policyholder during the period stated in the Schedule shall in consequence of the Damage fall short of the rent which would have been received during the period had the Damage not occurred,
    - B) the additional expenditure necessarily and reasonably incurred, for the sole purpose of avoiding or diminishing the shortfall in rent, which but for that expenditure would have taken place during the period stated in the Schedule in consequence of the Damage but not exceeding the total of:
      - the amount of the loss of rent thereby avoided
- plus
- 5% of the Sum Insured by the item (but not more than £250,000),

less any savings in respect of expenditure payable out of rent receivable which reduces or ceases in consequence of the Damage.

In arriving at the amount of rent receivable such adjustments shall be made, if necessary, to provide for any trends, variations or other relevant circumstances occurring either before or after the Damage; so that the figures thus adjusted shall represent as nearly as reasonably practicable the rent which but for the Damage would have been obtained during the relative period after the Damage.

If following Damage the amount of rent receivable is maintained by the provision of alternative accommodation by the Policyholder such rent shall be taken into account in calculating the amount payable.

- 2 if the loss relates to rent payable by the Policyholder:

the amount of rent which continues to be payable by the Policyholder in respect of the Building or portions of the Building whilst unfit for occupation in consequence of the Damage for a period not exceeding the number of months stated in the item description in the Schedule.

## UNDERINSURANCE IN RESPECT OF RENT

If at the time of Damage the Sum Insured is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced.

Insurable Amount shall mean the annual rent receivable (or in the case of 2 the annual rent payable) at the commencement of the Period of Insurance, such amount to be proportionately increased to correspond with the period of rent insured where that period exceeds twelve months.

## GENERAL MEMORANDA

### Buildings – Alterations and Additions

If during the Period of Insurance

- alterations or additions are made to any Buildings insured or
- Buildings are acquired or constructed

at any Premises covered by this insurance or elsewhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man and such additional property is not otherwise insured it will be held covered under the relative items of this insurance from the time from which the Policyholder became responsible for it until the next renewal of the insurance at which date specific insurance shall be effected

The sum insured (and declared value) by each item shall be deemed to be increased for that period only by the value of the additional property insured under the item but by not more than 10% and subject to the Company's liability not exceeding £500,000 in respect of additional property at any one Premises

All the provisions and conditions of this insurance (including the Alterations Condition) apply to this extension except as expressly varied

### Automatic Reinstatement After A Loss

In the absence of written notice by the Policyholder or the Company to the contrary within 30 days of the occurrence of any Damage the Company's liability shall not be reduced by the amount of any loss and the Policyholder shall pay the appropriate additional premium for such automatic reinstatement of cover

### **Transfer Of Interest**

If at the time of any insured Damage to any building insured the Policyholder shall have contracted to sell their interest in the building and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this insurance in respect of such Damage if and so far as the property is not otherwise insured by the purchaser or on the purchaser's behalf against such Damage without prejudice to the rights and liabilities of the Policyholder or the Company under this insurance up to the date of completion

### **EXTENSIONS**

#### **Additional Metered Utility Charges**

Any additional metered utility charges that are incurred by the Policyholder, solely as a result of Damage insured by this Policy, except for those in respect of any loss which has not been discovered and remedial action has been taken within 30 days of the Damage occurring.

The amount payable by the Company shall be determined by comparing charges made by the suppliers on the Policyholder's account during the period in which the loss occurred, with the normal charge (as may be adjusted to take into account any relevant factors affecting the Policyholder's liability for metered charges during such period). The Limit of Liability being £25,000

#### **Clearance of Drains**

The costs necessarily incurred in cleaning and repairing drains, gutters and sewers for which the Policyholder is responsible in consequence of Damage to the Property. The Limit of Liability being £25,000.

#### **Fire Extinguishment, Accidental Gas Discharge and Alarm Resetting Expenses**

Any reasonable costs incurred by the Policyholder:

- A) in refilling fire extinguishing appliances and replacing used sprinkler heads,
- B) in recharging gas flooding systems installed for the protection of the Property insured,
- C) in resetting fire and intruder alarms,
- D) of fire brigade charges,

all solely in consequence of insured Damage to the Property insured or in respect of B) arising out of the accidental discharge thereof. The Limit of Liability being £25,000.

#### **Glass Cover Extension**

Any cover granted under this insurance in respect of Damage to fixed glass includes the reasonable cost of

- A) any necessary boarding up or temporary glazing pending replacement of broken glass
- B) removing and refixing window fittings and other obstacles to replacement

#### **Landscaped Grounds**

The reasonable costs incurred by the Policyholder in consequence of Damage to Property insured at the Premises in restoring landscaped grounds (including trees, plants and turf forming part thereof) to their original appearance when first laid out and planted, but excluding any cost arising from the failure of trees, plants and turf to germinate or become established.

The Limit of Liability being £25,000.

#### **Mortgagees and Lessors**

Any increase in the risk of Damage resulting from any act or neglect of any mortgagor, lessee or freeholder of any Buildings insured by this Policy will not prejudice the interest of any mortgagee, lessor or freeholder provided such increase in risk is without knowledge or authority and the Company is notified immediately they become aware of such increase in risk and pay an additional premium if required.

#### **Non-invalidating**

The insurance in respect of Buildings or parts of Buildings not occupied by the Policyholder shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased, unknown to or beyond the control of the Policyholder, provided that immediately they become aware thereof they shall give notice to the Company and pay an additional premium if required.

#### **Theft cover Extension**

Any cover granted under this insurance in respect of Theft includes:

- A) the cost of repairing Damage to the Buildings (whether or not the Buildings are insured by this Policy) if the Policyholder is responsible for the repairs and the Damage is not otherwise insured,

- B) the reasonable expenses (not exceeding £5,000) incurred in necessarily replacing locks to the Buildings or safes or strong-rooms therein consequent upon the Theft (as insured) of keys from such building or from the residence of any of the authorised key-holding directors partners or employees of the Policyholder.

#### **Trace and Access**

The costs necessarily and reasonably incurred by the Policyholder, in the event of Damage, resulting from escape of water or oil as covered by the Policy in locating the cause of such Damage and subsequently making good. The Limit of Liability being £25,000.

#### **Unauthorised Use of Water, Gas, Electricity and Oil**

The costs of metered water, gas, electricity and oil for which the Policyholder is legally responsible arising from its unauthorised use by persons taking possession of or occupying the Premises without the consent of the Policyholder. The Limit of Liability being £25,000.

#### **Workmen**

Workmen are allowed in and about the Premises for the purpose of carrying out minor alterations, repairs, decoration and general maintenance and the like without prejudice to the terms of the Policy.

#### **EXCLUSIONS**

Exclusions applicable to Property Damage Insurances

This Policy does not cover:

##### **1 Marine**

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

##### **2 Policyholder's Contribution**

The Policyholder's Contribution, as specified in the Schedule, being the first part of each and every loss to be borne by the Policyholder, at each separate Premises, as ascertained after the application of all other terms and conditions of this Policy including the Underinsurance provision.

Damage caused by Covers 2 (Earthquake) and 4 (Storm or Flood) occurring continuously or intermittently within any period of 72 consecutive hours shall be deemed to constitute one loss, provided that, in the event of expiry or cancellation of this Policy any such period may not end later than the termination of the Period of Insurance, such period shall be deemed to have commenced on the first happening of such Damage.

##### **3 Pollution and Contamination**

Damage to any property and any loss or expense or liability resulting or arising there from caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by:

- A) pollution or contamination which itself results from any Cover insured (other than Cover 10),
- B) any Cover insured (other than Cover 10) which itself results from pollution or contamination.

##### **4 Terrorism**

Damage occasioned by or happening through or in consequence directly or indirectly of:

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and
- B) in Northern Ireland civil commotion.

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means:

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



In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means:

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

- 1) influence any government or any international governmental organisation or
- 2) put the public or any section of the public in fear.

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder.

## DEFINITIONS

### Property Damage Definitions

#### Designation of Property

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the Policyholder's books.

#### Glass

Normal flat annealed glass including toughened and laminated glass unless otherwise shown in the Schedule

#### Property Insured

Buildings as defined below at the Premises as described in the Schedule and all being the property of the Policyholder or for which they are responsible.

#### Buildings

Landlord's fixtures and fittings in and on the buildings, small outside buildings, extensions, annexes, gangways, walls, gates, fences, yards, car parks, roads, pavements, forecourts, paved areas, solar panels, wind turbines attached to the buildings, fixed signage, canopies, street furniture, building management security systems, landscaping, recreational features, foundations, glass, telephone, gas and water mains, electrical instruments, meters, piping, cabling and the accessories thereon extending from the buildings to the perimeter of the Premises or to the public mains (including those underground).

## PROPERTY OWNERS LIABILITY

The Company will provide indemnity to any Person Entitled to Indemnity

1. up to the Limit of Indemnity against legal liability for damages in respect of
  - A) accidental Injury of any person
  - B) accidental loss of or damage to Property
  - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Policyholder or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Policyholder having regard to the nature and circumstances of such act or omissionhappening during any Period of Insurance in connection with the Business
2. against legal liability for claimant's costs and expenses in connection with 1) above
3. in respect of
  - A) costs of legal representation at
    - i) any coroner's inquest or inquiry in respect of any death
    - ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1) above which may be the subject of indemnity by this Section
  - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1) above incurred with the Company's written consent

Provided that in respect of

- A) any one Event
- B) all Events occurring during any Period of Insurance in respect of products supplied
- C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply:

- 1) the total amount payable by this Section in respect of 1) above and all clauses shall not exceed the Limit of Indemnity
- 2) the Policyholder's Contribution (if applicable) will be payable before the Company shall be liable to make any payment
- 3) the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.

## COMPLAINTS PROCEDURE

### OUR COMMITMENT TO CUSTOMER SERVICE

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

#### Step 1

If your complaint relates to your Policy then please contact the sales and service team in the office which issued the Policy. If your complaint relates to a claim then please call the claims helpline number shown in your Policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

#### Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

**Post:** RSA  
Customer Relations Team  
PO Box 255  
Wymondham NR18 8DP

**Email:** [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

### OUR PROMISE TO YOU

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

### IF YOU ARE STILL NOT HAPPY

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

**Telephone:** 0800 0234567 (for landline users)  
0300 1239123 (for mobile users)

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

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

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action; however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

### THANK YOU FOR YOUR FEEDBACK

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

## FAIR PROCESSING NOTICE

### HOW WE USE YOUR INFORMATION

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

### WHO WE ARE

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement 'we', 'us' and 'our' refers to the Group unless otherwise stated.

### HOW YOUR INFORMATION WILL BE USED AND WHO WE SHARE IT WITH

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your information identifier; e. g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider:

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission;
- Where we are required or permitted to do so by law;
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

### SENSITIVE INFORMATION

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

### HOW TO CONTACT US

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

Data Protection Liaison Officer;  
Customer Relations Office,  
RSA,  
Bowling Mill,  
Dean Clough Industrial Estate,  
Halifax, HX3 5WA.

### EMPLOYERS LIABILITY TRACING OFFICE

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

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 (the 'Claimants'):

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

The Database will be managed by the ELTO.

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

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



Royal & Sun Alliance Insurance plc (No. 93792).  
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