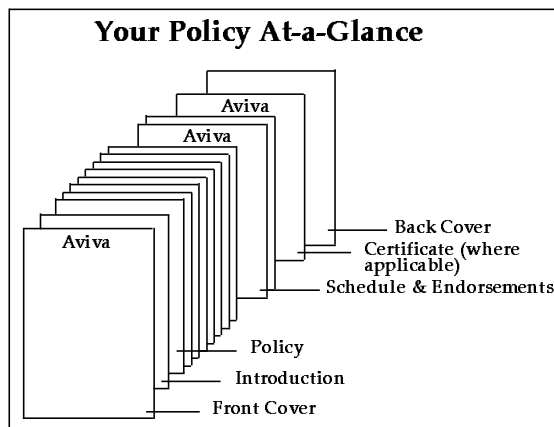


*Your Policy*

**BusinessCover Residential Care Homes**



## Introduction

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(The text below is for specimen purposes only and will vary according to the type of policy. The wording is individual to each policyholder.)

*This is your Policy, explaining your insurance protection in detail.*

*Your premium has been based upon the information shown in the Policy Schedule.*  
Please check your Policy Schedule at the back of this Policy to ensure that the details we hold are correct.

*If after reading your policy you have any questions, please contact your local Aviva branch.*

# Contents - a guide to your policy

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*This booklet is made up of individual sections. The booklet should be read in conjunction with your current Schedule both of which indicate the Sections you are insured against and precise details regarding the extent of your insurance protection.*

## Part 1

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<b>The Contract of Insurance</b>	<i>Page</i>
Our promise to you.	<b>3</b>
<b>Customer Care</b>	
What to do if you have a complaint.	<b>4 to 6</b>
<b>General Conditions</b>	<b>8 to 11</b>
<b>General Exceptions</b>	<b>12 to 14</b>
<b>Definitions</b>	<b>15 to 17</b>

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## Part 2

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**Sections which comprise your Policy**

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## Part 3

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**Your Policy Schedule**

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# The Contract of Insurance

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*The insured having made to the Corporation a proposal and declaration which shall be the basis of this contract and having paid or agreed to pay the premium, the Corporation will by payment or at its option by reinstatement or repair, indemnify the insured to the extent hereafter described in respect of accident, injury, loss, destruction or damage occurring during the Period of Insurance subject to the terms, exceptions and conditions contained herein or endorsed hereon.*

*For and on behalf of the Corporation*



*Igal Mayer  
Chief Executive, UK Insurance*

## IMPORTANT

This policy is a legal contract and it is important that you examine it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let us know right away. You are reminded of the need to tell us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate the Policy, or may result in the Policy not operating fully.

### Definitions

It is important to understand that certain words in the policy have been defined in a particular way.

Where these words appear in the policy they are shown with capital initials.



Aviva Insurance Limited

Registered in Scotland No. 2116

Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

Authorised and regulated by the Financial Services Authority.

# Customer Care

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We care about the service that we provide for our customers, and our staff make every effort to maintain as high a standard as possible. Indeed, the Customer Service Charter featured below sets out the level of service we strive to sustain.

## Customer Service Charter

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We aim to:

- Provide a high quality, efficient and effective service.
- Respond to all claims within two working days after intimation, either by telephone, letter or visit whichever is most appropriate.
- Settle all valid claims in a professional and timely manner.
- Issue payments within five working days of our office agreeing settlement.

## Your Right to Cancel

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If you are an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover for you in both a private and business capacity, you have a statutory right (under Financial Services Authority rules) to cancel your policy during a period of 14 days from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later.

If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period for which you received cover.

Alternatively, if you are not an individual/sole trader (including a partnership in England and Wales) there are no statutory cancellation rights under this policy.

To exercise your right to cancel your policy, please contact either your regular Aviva point of contact or your insurance adviser, at the address shown on your policy schedule.

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

For your cancellation rights outside of the statutory cooling-off period, please refer to the General Conditions section of your policy booklet.

For motor insurance policies, you should also return your certificate of motor insurance immediately following cancellation.

## Customer Care *continued*

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### How To Complain

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Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

- We will acknowledge your complaint within 2 working days of receipt
- We aim to resolve complaint within 5 working days
- Once an assessment and full investigation of your concern has been made, we will respond with a decision.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquires are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint.

If you remain unhappy with the decision you receive from the local branch you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not affect your right to take legal action.

What should I do?

#### The steps you should take if dissatisfied:

##### **Step 1 Seek resolution by your insurance adviser or usual Aviva point of contact.**

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits you, and ask your contact to review the problem.

##### **Step 2 Refer your complaint to our Chief Executive**

If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number, to:

The Chief Executive, UK Insurance  
Aviva  
Surrey Street  
Norwich  
NR1 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

## Customer Care *continued*

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### **Step 3 Refer your complaint to the Financial Ombudsman Service**

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR.

### **Financial Services Compensation Scheme**

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We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

### **How To Claim**

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To make a claim phone the Claims Helpline (24 hours) on 0500 114477  
Please have your policy number to hand when calling.



# General Conditions

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## 1 Identification

The Policy, Schedule and Sections shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy, Schedule and Sections shall bear the same meaning wherever it may appear.

## 2 Policy Voidable

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

## 3 Alteration

This policy shall be avoided with respect to any part thereof in regard to which there be any alteration after the commencement of this insurance

- (a) by removal or
- (b) whereby the risk of loss or destruction or damage, accident or injury is increased or
- (c) whereby the interest of the Insured ceases except by will or operation of law

unless such alteration be admitted by memorandum signed by or on behalf of the Corporation.

## 4 Warranties

Every warranty shall from the time that the warranty attaches apply and continue to be in force during the whole currency of this Policy and non-compliance with any such warranty whether it increases the risk or not shall be a bar to any claim provided that whenever this Policy is renewed a claim occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

## 5 Claims Conditions

### Action by the Insured

- (a) on the happening of any loss or destruction or damage or any accident or injury which may give rise to a claim the Insured shall give immediate notice thereof in writing to the Corporation
- (b) in respect of loss or destruction or damage caused by malicious persons or by theft it is a condition precedent to any claim that

immediate notice of the loss or destruction or damage shall have been given by the Insured to the police authority

- (c) the Insured shall within 30 days after such loss destruction or damage accident or injury (7 days in the case of loss destruction or damage caused by riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Corporation may in writing allow at the expense of the Insured deliver to the Corporation a claim in writing containing as particular an account as may be reasonably practicable of the accident, injury or any articles or portions of property lost destroyed or damaged and of the amount of damage thereto together with details of any other insurances on any property hereby insured. The Insured shall also give to the Corporation all such proofs and information with respect to the claim as may be reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with

- (d) the Insured shall send to the Corporation immediately on receipt any writ summons or other legal process issued or commenced against the Insured

- (e) the Insured shall not negotiate, pay, settle, admit or repudiate any claim without the written consent of the Corporation.

## 6 Fraud

If any claim made by the Insured or anyone acting on behalf of the Insured to obtain any Policy benefit shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof all benefits under this Policy shall be forfeited.

## 7 Reinstatement

If the Corporation elects or becomes bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Corporation all such plans, documents, books and information as the Corporation may reasonably require. The Corporation shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably

*continued*

sufficient manner and shall not in any case be bound to expend in respect of any one item of the items insured more than the sum insured thereon.

**8 Average**

Wherever a sum insured is declared to be subject to Average, if the property covered by this Policy shall at the commencement of any loss, destruction or damage hereby insured against be collectively of greater value than such sum insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

**9 Contribution**

If at the time of the happening of any loss or destruction or damage or liability covered by this Policy there shall be in existence any other insurance of any nature providing indemnity to the Insured for such loss or destruction or damage or liability whether effected by the Insured or not then the liability of the Corporation shall be limited to its rateable proportion thereof.

If any such other insurance shall be subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner. If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby 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 the loss or destruction or damage the liability of the Corporation hereunder shall be limited to such proportion of the loss or destruction or damage as the sum hereby insured bears to the value of the property.

**10 Rights of the Corporation**

On the happening of any loss or destruction or damage in respect of which a claim is or may be made under this Policy the Corporation and every person authorised by the Corporation may without thereby incurring any liability and without diminishing the right of the Corporation to rely upon any conditions of this Policy, enter take or keep possession of the building or premises where the loss destruction or damage has happened and may take possession of or require to be delivered to them any of the

property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Corporation so to do. If the Insured or anyone acting on behalf of the Insured shall not comply with the requirements of the Corporation or shall hinder or obstruct the Corporation in doing any of the above mentioned acts then all benefit under this Policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Corporation whether taken possession of by the Corporation or not.

**11 Subrogation**

Any claimant under this Policy shall at the request and at the expense of the Corporation do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Corporation for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Corporation shall be or would become entitled or subrogated upon its paying for or making good any loss or destruction or damage, accident or injury under this Policy whether such acts and things shall be or become necessary or required before or after indemnification by the Corporation.

**12 Discharge of Liability**

The Corporation may at any time pay the Limit of Indemnity or the sum insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

**13 Arbitration**

If any difference should arise 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 statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Corporation.

**14 Statutory Requirements, Maintenance and Reasonable Precautions**

The Insured shall

- (a) maintain the Premises, machinery, plant and equipment in a satisfactory state of repair
- (b) take all reasonable precautions to prevent loss or destruction or damage, accident or injury
- (c) take all reasonable precautions for the safety and protection of the property insured including the selection and supervision of Employees and not do or permit anything whereby the risk of the Corporation shall be increased
- (d) comply with all statutory requirements and other safety regulations imposed by any authority
- (e) keep books with a complete record of purchases and sales.

**15 Protections**

It is a condition precedent to liability in respect of loss or damage by burglary or housebreaking or any attempt thereat that whenever the Premises are closed for business or left unattended all security devices provided to protect the Premises are properly fitted and put into full operation.

**16 Cancellation**

The Corporation may at any time by giving thirty days notice in writing to the Insured at his last known address terminate this Policy as from the expiration of such thirty days provided the Corporation shall in that event return to the Insured a proportionate part of the premium for the unexpired time of the Policy.

**17 Index Linking**

- (a) The sums insured under Sections A, (other than item 3 Contents) B, H, I and K will for claims settlement and renewal purposes be adjusted to take into account movements in the appropriate index shown below

**Section A - Buildings**

The General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors

**Section A - Contents (other than item 3) and Sections B, H, I and K**

The Producer Price Index for Home Sales of Manufactured Products issued by the Department of Trade and Industry

- (b) The adjustments outlined above will for claims settlement purposes under Sections A, H and I continue during the period of repair replacement or reinstatement provided that such work is carried out and completed without undue delay
- (c) The adjustments outlined in (a) above will be included in the relevant sum insured shown in the revised Schedule issued at each renewal.

**18 Long Term Undertaking**

Where stated in the Schedule that this Policy is subject to a Long Term Undertaking a discount of 5% under this Policy is allowed in consideration of the Insured having provided an Undertaking with effect from the date stated on the Schedule to offer annually for a period of 3 years the insurance under the Policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance it being understood that:

- (a) The Corporation shall be under no obligation to accept an offer made in accordance with the said Undertaking
- (b) The Sum Insured may be reduced at any time to correspond with any reduction in value or reduction in the Business

The above mentioned Undertaking applies to any Policy which may be issued by the Corporation in substitution for this Policy and the same discount shall be allowed.

**19 Subjectivity**

The Policy, the proposal form and/or declaration made by you, and the Policy Schedule, should be read together and form the contract of insurance between you (The Insured,) and us (Aviva)

- (a) We will clearly state in The Schedule if the Cover provided by the Policy is subject to you:
  - (i) providing us with any additional information requested by the required date(s),

- (ii) completing any actions agreed between you and us by the required date(s),
  - (iii) allowing us to complete any actions agreed between you and us.
- (b) If required by us, you must allow us access to The Premises and/or The Business, to carry out survey(s), within 60 days of the inception or renewal date, unless we agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), we may, at our option:

- (i) modify your premium,
- (ii) issue a mid-term amendment to your Policy or Section terms and conditions,
- (iii) require you to make alterations to The Premises insured by the required date(s),
- (iv) exercise our right to cancel your Policy,
- (v) leave the Policy or Section terms and conditions, and your premium, unaltered.

We will contact you with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by you and/or any decision by Aviva will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until we agree otherwise in writing. If you disagree with our requirements and/or decisions, we will consider your comments and where we consider appropriate, will continue to negotiate with you to resolve the matter to your and our satisfaction. In the event that the matter cannot be resolved:

- (i) You have the right to cancel this Policy from a date agreed by you and Aviva and, providing no claims have been made, we will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may, at our option, exercise our right under Policy Condition 16 **Cancellation**.

Except where stated all other Policy and Section terms and conditions will continue to apply.

The above conditions do not affect our right to void the policy if we discover information material to our acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of your Policy booklet.

# General Exceptions

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- 1 This Policy does not cover death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
- (a) directly or indirectly caused by or contributed to by or arising from
- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties, of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
- (i) dispersing radioactive material and/or ionising radiation
- or
- (ii) using atomic or nuclear fission and/or fusion or other like reaction.
- (c) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- (d) nationalisation confiscation requisition seizure or destruction by the Government or any public authority
- (e) any action taken in controlling preventing suppressing or in any way relating to (c) and/or (d) above

## Provided that

- (1) In relation to Section F - Employers Liability and Injuries to Working Partners or Proprietors,
- (a) exception 1 (a) only applies when The Insured under a contract or agreement have undertaken to
- (i) indemnify another party
- (ii) assume the liability of another party
- (b) exceptions 1 (b) (c) (d) and (e) shall not apply

- (2) In relation to Section G Public and Products Liability, exceptions 1 (b) and (d) shall not apply
- 2 This Policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) Terrorism
- (b) civil commotion in Northern Ireland but this shall only apply to Sections A B I and K
- (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above
- except as stated in the Special Provision - Terrorism below
- and
- provided that for the purposes of Sections C D E H and J exceptions 2(a) and 2(c) shall not apply
- Terrorism is defined as any act or acts including but not limited to
- (i) the use or threat of force and/or violence
- and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and /or radiological means
- caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

In any action suit or other proceedings where The Corporation alleges that any consequence whatsoever resulting directly or indirectly from or in connection with 2(a) and/or 2(c) above regardless of any other contributory cause or event is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) shall be upon the Insured

- (d) directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

**Special Provision Terrorism**

When Sections F and G are insured by this Policy neither of exceptions 2(a) and 2(c) shall apply to

- (i) Section F Employers Liability and Injuries to Working Partners or Proprietors but the Limit / Amount of Indemnity for the purposes of this Special Provision - Terrorism is limited to £5,000,000 including costs and expenses
- (ii) Section G Public and Products Liability but the Limit / Amount of Indemnity for the purposes of this Special Provision - Terrorism is limited to £2,000,000 or any other amount specified in the Policy for Public and Products Liability whichever is the lower

**3 This Policy does not cover**

- (a) Money credit cards securities of any description jewellery precious stones precious metals bullion bonds furs curiosities rare books or works of art
- (b) goods held in trust or on commission documents manuscripts business books computer systems records explosives or video tapes or cassettes for sale or hire
- (c) property in transit

unless specifically mentioned.

**4 any claim which arises directly or indirectly from or consists of the failure or inability of any**

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- (b) media or systems used in connection with anything referred to in (a) above

whether the property of The Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) This will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

- (a) Section A - Property Damage
- (b) Section B - Business Interruption
- (c) Section D - Money
- (d) Section H - Frozen Foods
- (e) Section I - All Risks Specified Equipment
- (f) Section K - Outstanding Debit Balances

- (2) exceptions (4) (a) and (b) do not apply to the following Sections, when insured by this Policy

- (a) Section C - Glass
- (b) Section E - Assault
- (c) Section F - Employers Liability and Injuries to Working Partners or Proprietors
- (d) Section J - Loss of Registration Certificate

**Definition**

The following definition only applies to this exception

'Defined Contingency'

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

General Exceptions *continued*

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5 *any claim (other than in respect of Personal Injury as defined under Section G - Public and/or Products Liability) arising directly or indirectly from, or in connection with, or consisting of*

(a) *Loss of Data.*

*However, this will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the Policy and only to the same extent that such claim is insured under that Section.*

- (i) *Section A - Property Damage*
- (ii) *Section B - Business Interruption*
- (iii) *Section D - Money*
- (iv) *Section E - Assault*
- (v) *Section I - All Risks Specified Equipment*

*Exception 5 (a) does not apply to Section G - Public and Products Liability, when insured by this Policy.*

(b) *any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.*

*However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.*

- (i) *Section A - Property Damage*
- (ii) *Section B - Business Interruption*
- (iii) *Section D - Money*
- (iv) *Section E - Assault*
- (v) *Section I - All Risks Specified Equipment*

*Exceptions 5 (a) and (b) do not apply to the following Sections, when insured by this Policy*

- (1) *Section C - Glass*
- (2) *Section F - Employers Liability and Injuries to Working Partners or Proprietors*
- (3) *Section J - Loss of Registration Certificate*
- (4) *Section L - Legal Expenses.*

# Definitions

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applying to all Sections of this Policy

## **The Corporation /Aviva**

Aviva Insurance Limited

## **The Insured**

- (a) as stated in the Schedule
- (b) any proprietor or partner comprising the Insured as stated in the Schedule.

## **Employee**

Employee means any person who is

- (a) under a contract of service or apprenticeship with the Insured
  - (b) supplied under a youth training scheme or job training scheme or similar government scheme
- while working under the control of the Insured in connection with the Business and any person who is
- 1 a labour master or supplied by a labour master
  - 2 employed by labour only sub-contractors
  - 3 self-employed
  - 4 hired to or borrowed by the Insured
  - 5 supplied to the Insured for the purposes of work experience under the Education (Work Experience) Act 1973 or subsequent legislation of similar intent
  - 6 a prospective Employee who is being assessed by the Insured as to his or her suitability for employment
  - 7 a voluntary helper

while working for the Insured or under the supervision and control of the Insured in connection with the Business.

## **The Premises**

The Premises as stated in the Schedule

## **The Business**

The Business means

- 1 activities directly connected with the Business specified in the Schedule
- 2 Ancillary Activities as defined below

to the extent that they are conducted at or from premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## **Ancillary Activities**

Ancillary Activities means

- 1 ownership, use, repair, maintenance and decoration of premises occupied by the Insured
- 2 repair or maintenance of vehicles or plant owned and used by the Insured
- 3 the provision and management of canteen, sports and social facilities and educational and welfare services established primarily for the benefit of persons employed by the Insured
- 4 the provision of first aid, ambulance, fire and security services primarily in connection with premises occupied by the Insured
- 5 participation in exhibitions held in member countries of the European Community in connection with the business specified in the Schedule.

Ancillary Activities includes private work undertaken by any Employee for the Insured or for any director of the Insured with the prior consent of the Insured.

## **Money**

Coin, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, crossed warrants, bills of exchange, securities for money, postage, revenue, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps and VAT invoices.

# Definitions

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## Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

## Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

## Data

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

## Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

## Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

## Failure

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or
- (3) functionality, or
- (4) the ability to recognise or process any date or time,

of any

- (a) Computer and Electronic Equipment
- (b) electronic means of communication
- (c) web site.

## Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

## Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (2) malicious persons other than thieves and Cyber Vandals.

## Specified Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

earthquake

storm or flood

escape of water from any tank apparatus or pipe

# Definitions

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falling trees

impact

escape of fuel from any fixed oil heating  
installation

## **Virus or Similar Mechanism**

Program code, programming instruction or any  
set of instructions with the ability to damage,  
interfere with, or otherwise adversely affect  
Computer and Electronic Equipment or Data,  
whether involving self-replication or not,  
including, but not limited to trojan horses, worms  
and logic bombs.

## **Part 2 - Sections which comprise your policy**

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### **Operative unless otherwise stated in the Schedule**

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**Section A**  
Property Damage

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**Section B**  
Business Interruption

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**Section C**  
Glass

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**Section D**  
Money

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**Section E**  
Assault

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**Section F**  
Employers Liability

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**Section G**  
Public and Products Liability

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### **Operative only if shown in the Schedule**

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**Section H**  
Frozen Foods

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**Section I**  
All Risks - Specified Equipment

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**Section J**  
Loss of Registration Certificate

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**Section K**  
Outstanding Debit Balances

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**Section L**  
Legal Expenses

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**Special Conditions**

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# Section A

## Property Damage

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The Option applicable is shown in the Schedule

### Option 1 - Specified Risks

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Loss or destruction of or damage to the Property Insured by any of the Specified Contingencies subject to the exclusion of the Insured's Retained Liability

#### Insured's Retained Liability

The Insured shall be liable for the amount stated in the Schedule for each and every loss ascertained after the application of Average - See General Condition 8.

#### Note

(i) Each item excludes property which is more specifically described in any other item and each item excludes property more specifically insured.

(ii) The sum insured under each item is subject to Average

#### Specified Contingencies

1 Fire but excluding destruction of or damage to any dynamo motor or other portion of electrical installation or appliance caused by self-ignition.

2 Lightning or Earthquake.

3 Explosion but excluding destruction or damage (other than destruction or damage by fire resulting from explosion) occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) or other equipment in which the internal pressure is due to steam only and belonging to or under the control of the Insured.

4 Aircraft and other aerial devices or articles dropped therefrom.

5 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but excluding

(a) loss or damage resulting from cessation of work

(b) loss, destruction or damage by theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

6 Storm, tempest or flood but excluding destruction or damage

(a) by frost, subsidence or landslip

(b) to fences, gates and moveable property in the open.

7 Bursting or overflowing of water tanks, apparatus or pipes but excluding destruction or damage

(a) whilst the Premises are empty or disused

(b) by water discharged or leaking from an installation of automatic sprinklers in the premises.

8 Falling trees, radio or TV aerials but excluding destruction or damage

(a) by subsidence or landslip

(b) by felling, lopping or pruning of trees

(c) to fences, gates and moveable property in the open.

9 Impact by any road vehicle or animal.

10 Theft or any attempt thereat but excluding

(a) loss or damage

(i) from any building(s) or part of any building(s) incapable of being locked

(ii) of moveable property in the open other than garden furniture for a sum not exceeding £500

(iii) where the Insured or any Employee or any member of the Insured's family or household is concerned as principal or accessory

(iv) caused by any inmate of the Premises or persons lawfully in the Premises

(v) to any showcase or automatic machine or to the contents thereof fixed outside the Premises

(b) deficits discovered at stocktaking or the disappearance of any Property Insured unless there is furnished to the Corporation reasonable and proper evidence that a loss by theft has occurred.

11 Leakage of fuel from any fixed oil heating installation.

## Option 2 - All Risks

*Accidental loss or destruction of or damage (hereinafter termed Damage) to the Property Insured subject to the exclusion of the Insured's Retained Liability.*

### Insured's Retained Liability

*The Insured shall be liable for the amount stated in the Schedule for each and every loss as ascertained after the application of Average - see General Condition 8.*

### Note

*(i) Each item excludes property which is more specifically described in any other item and each item excludes property more specifically insured.*

*(ii) The sum insured under each item is Subject to Average.*

### Option 2 does not cover

#### 1 Damage caused by

- (a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials*
- (b) faulty or defective workmanship, operational error or omission on the part of the Insured or any Employee*
- (c) explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) or other equipment in which the internal pressure is due to steam only and belonging to or under the control of the Insured*

*but this shall not exclude Damage resulting from an ensuing cause and not otherwise excluded*

#### 2 Damage caused by

- (a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects*
- (b) change in temperature, colour, flavour, texture or finish*
- (c) nipple or joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith*
- (d) its own mechanical or electrical breakdown or derangement*

*but this shall not exclude*

*(i) such Damage which itself results from a Defined Contingency or from any other accidental loss, destruction or damage and is not otherwise excluded*

*(ii) subsequent Damage which itself results from a cause not otherwise excluded*

3 *loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by*

*(a) pollution or contamination which itself results from a Defined Contingency*

*(b) a Defined Contingency which itself results from pollution or contamination*

4 *Damage caused by*

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

*(b) normal settlement or bedding down of new structures*

*(c) acts of fraud or dishonesty*

*(d) disappearance, unexplained or inventory shortage, misfiling or misplacing of information or clerical error*

5 *Damage caused by*

*(a) theft or any attempt thereat*

*(i) from any building(s) or part of any building(s) incapable of being locked*

*(ii) of moveable property in the open other than garden furniture for a sum not exceeding £500*

*(iii) where the Insured or any Employee or any member of the Insured's family or household is concerned as principal or accessory*

*(iv) caused by any inmate of the Premises or persons lawfully in the Premises*

*(v) to any showcase or automatic machine or to the contents thereof fixed outside the Premises*

*(b) deficits discovered at stocktaking or disappearance of any Property Insured unless there is furnished to the Corporation reasonable and proper evidence that a loss by theft has occurred.*

---

6 *Damage in respect of a building or structure caused by its own collapse or cracking unless resulting from a Defined Contingency and not otherwise excluded*

7 *Damage in respect of moveable property in the open, fences and gates by wind, rain, hail, sleet, snow, flood, or dust*

8 **Damage**

(a) *by Fire resulting from its undergoing any process involving the application of heat*

(b) *(other than by fire) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or adjustment*

9 **Damage to the Property Insured**

(a) *caused by escape of water from any tank, apparatus or pipe*

(b) *caused (other than by fire or explosion) by malicious persons*

*in respect of any building which is empty or disused*

10 *Damage to glass (including fixed glass), china, earthenware, marble or other fragile or brittle objects other than where such objects comprise stock in trade*

*but this shall not exclude Damage caused by a Defined contingency and not otherwise excluded*

11 **Damage to**

(a) *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*

(b) *livestock, growing crops or trees*

*unless specifically mentioned as insured by this Section.*

## **Definition**

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### **Defined Contingency**

Defined Contingency shall mean Contingencies 1-11 in Option 1 of this Section.

## **Extensions to Section A**

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### **1 Temporary Removal**

The cover provided by this Section shall apply to the Property Insured by items 2 and 4 Contents whilst temporarily removed for cleaning, renovation, repair or other similar purpose up to 15% of the sum insured on said item

### **2 Stock in Transit**

The Property Insured by Contents item 1 is covered against loss, destruction or damage (hereafter termed **Damage**) whilst in transit in the custody or control of the Insured anywhere in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man up to a limit of £1,000 any one loss

provided that the Corporation shall not be liable for

#### **(a) Damage**

(i) *caused by deterioration or any inadequate packing or insulation*

(ii) *of whatsoever nature consequent upon delay in transit and/or indirect or consequential loss of any description*

(iii) *by theft or any attempt thereat from any unattended vehicle unless all the doors and windows have been secured and locked and if left unattended overnight is*

1 *garaged in a securely closed and locked building*

*or*

2 *parked in a yard which is fully enclosed and securely closed and locked*

(iv) *to property in any soft topped, open topped or open sided vehicle if caused by theft, attempted theft, malicious persons or storm*

(b) *the Insured's Retained Liability.*

**3 Seasonal Increase**

The sum insured under Contents item 1 is increased by 25% for the months of November, December and January in each year or for any other 3 month period selected by the Insured and which has been notified in writing to the Corporation.

**4 Reinstatement of the Sum Insured**

In the absence of written notice by the Insured or the Corporation to the contrary the Corporation's liability shall not stand reduced by the amount of any loss, the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

**5 Underground Services**

Where the Building is insured by this Section or the Insured is liable as a tenant, this Section extends to include accidental damage to the underground water, drain, sewage and gas pipes and underground electricity and telephone cables extending from the Building to the Public mains but excluding the Insured's Retained Liability.

**6 Changing Locks**

Where the contents are insured by this Section, cover is extended to include the cost of changing locks at the Premises following the loss of keys by

- (a) theft or any attempt thereat from the Premises or from the homes of the Insured or authorised Employees
- (b) robbery whilst such keys are in the personal custody of the Insured or authorised Employees

up to a limit of £1,000 any one loss.

Provided that if such keys relate to a safe they shall not be left on the Premises overnight unless the Premises are occupied by the Insured or an authorised Employee in which case they shall be deposited in a secure place not in the vicinity of the safe.

**7 Burglary Damage to Premises**

This Section covers **Damage** to the Premises for which the Insured is responsible by burglary, housebreaking or robbery or any attempt thereat provided that the liability of the Corporation shall not exceed in aggregate the sum insured under this Section.

**8 Loss of Metered Water**

Cover is extended to include charges for water accidentally discharged from any metered water system for which the Insured is responsible providing service to the Premises subject to a maximum limit any one occurrence of £1,000.

# Section A

## Property Damage

### Clauses

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#### 1 Architects' Fees, Local Authorities and Debris Removal

The sum insured on each item includes

- (a) architects' and surveyors' fees necessarily incurred in the reinstatement of the Buildings insured but not exceeding the scale of fees authorised by the relevant professional bodies and not including fees for preparing any claim
- (b) the additional cost of reinstatement of the Buildings insured necessarily incurred to comply with statutory building regulations or municipal or local authority bye-laws
- (c) expenses necessarily incurred in removing debris, dismantling or demolishing and shoring-up or propping of the Property Insured

consequent upon loss, destruction or damage covered under this Section.

The liability of the Corporation shall in no case under this clause and the Section exceed the sum insured by each item of the Schedule.

#### 2 All Other Contents

The term "All Other Contents" is understood to include

- (a) documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein
- (b) computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding £10,000
- (c) Patterns Models Moulds Plans and Designs but only for the value of the materials together with the cost of labour expended in reinstatement

and so far as the same are not otherwise insured

- (d) Employees pedal cycles and other personal effects for an amount not exceeding £500 any one Employee

- (e) Visitors personal effects for an amount not exceeding £500 any one visitor

- (f) Paintings curios or other works of art for an amount not exceeding £500 in total

- (g) Wines spirits cigarettes and tobacco held for entertainment purposes for an amount not exceeding £500 in total

- (h) Trade samples and goods in trust held at the Premises for an amount not exceeding £500 in total

#### 3 Construction and Occupation of the Buildings

Unless otherwise stated in the Schedule the Buildings (excluding outbuildings) are constructed of brick, stone or concrete and roofed with slates, tiles, concrete metal or asbestos cement sheeting and occupied for the sole purpose of the Business and otherwise only as a private dwelling.

#### 4 Basis of Settlement

In the event of the Property Insured other than stock in trade and Employees' pedal cycles or personal effects being lost, destroyed or damaged the basis upon which the amount payable is to be calculated shall be

- (a) where property is destroyed, the rebuilding of the property, if a building, or in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new
- (b) where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new

provided that

- (i) any work of rebuilding or restoration (which may be carried out on another site and in any manner suitable to the requirements of the Insured subject to the Corporation's liability not being increased) must be commenced and carried out with reasonable despatch
- (ii) where property is damaged or destroyed in part only the Corporation's liability shall not exceed the sum representing the cost which could have been paid if the property had been wholly destroyed

- 
- (iii) no payments shall be made until rebuilding or restoration costs have actually been incurred
  - (iv) if at the time of rebuilding, restoration or repair the sum representing eighty-five per cent of the cost which would have been incurred in reinstatement if the whole of the Property Insured by any item had been destroyed exceeds the sum insured by such item at the time of the damage or destruction then the amount payable shall be proportionately reduced
  - (v) a deduction for wear and tear will be made on owner's/manager's clothing and household linen.

Where for any reason a payment cannot be made in accordance with (a) and (b) above the liability of the Corporation will be arrived at as if this Basis of Settlement had not been incorporated and shall be subject to the terms and conditions of the Policy including Condition of Average (General Condition 8).

## 5 Transfer of Interest

If at the time of destruction of or damage to any building hereby insured the Insured shall have contracted to sell the interest of the Insured in such building and the purchase shall not have been but shall be thereafter completed the purchaser on the completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the purchaser against such destruction of or damage shall be entitled to the benefit of the Section so far as it relates to such destruction of or damage without prejudice to the rights and liabilities of the Insured or the Corporation under this Section up to the date of completion.

## 6 Subsidence

Operative only if shown in the Schedule.

This section extends to include **Damage** to the Premises due to Subsidence or Ground Heave of the site on which the Premises stand or Landslip excluding

- (a) **Damage** caused by
  - (i) coastal erosion
  - (ii) defective design or inadequate construction of foundations
  - (iii) demolition structural alteration or structural repair

- (iv) collapse cracking shrinkage or settlement of buildings or any part thereof
- (v) settlement or movement of made-up ground
- (b) **Damage** to swimming pools terraces patios driveways footpaths walls fences gates and hedges forecourts and car parks unless specifically insured and then only when there is **Damage** to the remaining portion of the Premises at the same time
- (c) **Damage** as a result of solid floor slabs unless there is **Damage** to the foundations beneath the exterior walls of the Premises at the same time
- (d) The first £1,000 of each and every loss as ascertained after the application of Average - see General Condition 8.

# Section B

## Business Interruption

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### Contingency

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Loss of income resulting from loss or destruction of or damage to the property used by the Insured at the Premises for the purposes of the Business by any cause included under Section A for which liability is admitted under the relative Property Damage insurance (hereafter termed **Damage**).

The amount payable shall be

- (i) the amount by which the Income during the Indemnity Period shall in consequence of such **Damage** fall short of the Income which would have been received during the Indemnity Period had no such **Damage** occurred
- (ii) additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Income during the Indemnity Period in consequence of such **Damage** but not exceeding the amount otherwise payable under (i) above
- (iii) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section

less any sum saved during the Indemnity Period in respect of such charges or business expenses payable out of Income which cease or are reduced in consequence of the **Damage**.

Provided that if the Sum Insured by this Section be less than the Income which would have been earned in the Maximum Indemnity Period following the date of the **Damage** the amount payable shall be proportionately reduced.

### Extensions to Section B

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The cover provided by this Section extends to include loss of income as insured resulting from

#### 1 Prevention of Access

**Damage** to property in the vicinity of the Premises by any cause included under Section A which hinders or prevents access to the Premises.

#### 2 Boilers

**Damage** to boilers or other equipment in which the internal pressure is due to steam only on the Premises.

### 3 Disease Infestation and Defective Sanitation

- (a) The occurrence of
  - (i) murder or suicide at The Premises
  - (ii) an illness sustained by any person caused by food or drink poisoning attributable to food or drink supplied from The Premises
  - (iii) Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow fever
    - sustained by any person
    - at The Premises
    - within the United Kingdom which directly results in the cancellation of bookings for accommodation at The Premises
  - (iv) vermin or pests at The Premises
  - (v) an accident which causes defects in the drains or other sanitary arrangements at The Premises

where use of The Premises is restricted on the order or advice of the competent authority.

### 4 Public Utilities

Accidental failure of public supplies of electricity gas or water at the terminal ends of the public supply undertaking's feed to the Premises not occasioned by the deliberate act of any supply authority or by exercise by any such authority of its power to withdraw or restrict supply, industrial action or drought. Provided that no liability shall attach unless the duration of such accidental failure shall exceed 30 minutes.

*continued*

## 5 Suppliers

**Damage** at any suppliers of the Insured's premises within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man by any cause included under Section A but excluding suppliers of electricity, gas, water or telecommunication services.

Provided that the liability of the Corporation under this extension shall not exceed £10,000 in respect of any one occurrence.

## 6 Telecommunications Extension

The accidental failure of the public supply of telecommunication services (other than satellite services) at the incoming line terminals or receivers at the Premises but excluding any failure which does not involve a cessation of supply for at least 24 consecutive hours

- 1 The amount(s) payable under this extension shall be
  - (a) in respect of any one failure £100 per day
  - (b) in respect of all failures in any one period of insurance £2,500
- 2 No payment shall be made in the event of loss resulting from failure caused by
  - (a) the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services
  - (b) strikes or any labour or trade disputes
  - (c) drought
  - (d) other atmospheric or weather conditions but this shall not exclude failure due to damage to equipment caused by such conditions.

## Definitions

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(NB To the extent that the Insured is accountable to the Tax Authorities for Value Added Tax all terms in this Section shall be exclusive of such Tax).

### The Sum Insured

As stated in the Schedule.

### Income

The money paid or payable to the Insured for accommodation provided for goods sold and services rendered less the purchase cost of food, drink and tobacco provided on or sold from the Premises.

### Indemnity Period

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

### Maximum Indemnity Period

The number of months stated in the Schedule.

# Section C

## Glass

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This Section applies to the Premises.

### Contingencies

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- 1 Breakage (including the cost of boarding up necessarily incurred) of
  - (a) all external glass
  - (b) all internal glass
- 2
  - (a) Damage to the contents of display windows
  - (b) The expense of removal and reinstatement of obstructions to the replacement of glass
  - (c) Damage to window and door frames

Provided that

  - (i) such damage or expense follows upon breakage of glass for which there is a valid claim under Contingency 1
  - (ii) the Corporation's liability under 2(a), (b) and (c) shall not in the aggregate exceed £1,000.
- 3 Breakage of fixed baths, washhand basins, pedestals, shower trays, splashbacks, bidets, sinks, lavatory bowls and cisterns.

### Exceptions

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- 1 *The Insured's Retained Liability stated in the Schedule.*
- 2 *Breakage*
  - (a) *in light fittings, signs, vehicles, vending machines or stock in trade*
  - (b) *in empty or disused Premises*
  - (c) *caused by workmen effecting alterations or repairs on the Premises*
  - (d) *in transit or while being fitted.*

## Section D Money

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### Contingencies

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- 1 Loss of current Money the property of or for which the Insured is responsible in the course of the Business but only up to the Limit Any One Loss set against each item in the Specification.
- 2 Loss of or damage to any case, bag or waistcoat used for the carriage of Money following theft or attempted theft therefrom.
- 3 Damage to clothing and personal effects belonging to the Insured or any Employee following robbery or any attempt thereat away from the Premises. Limit any one person £500.

### Specification

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#### Item 1 Limit Any One Loss

Stamped National Insurance cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed bankers' drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices £250,000

#### Item 2

Money other than described in Item 1 above

- (a) in transit or in bank night safe until removed by a bank official £2,000
- (b) on sites of contracts whilst the Insured or Employees are working thereat £2,000
- (c) at the private dwellinghouses of the Insured or authorised Employees £500

#### Item 3

Money other than described in Item 1 above on the Premises

- (a) during Business Hours £2,000
- (b) after Business Hours contained in locked safe £1,000
- (c) after Business Hours not contained in locked safe £500

#### Item 4

Money other than described in Item 1 above on the Premises in vending or gaming machines £500

### Exceptions

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- 1 Shortages due to clerical or accounting errors.
- 2 Loss due to the fraud or dishonesty of any Employee
  - (a) not discovered within seven working days of its occurrence
  - (b) more specifically insured by any other policy or policies except in respect of any excess beyond the amount payable under such other policy or policies.
- 3 Loss or damage arising elsewhere than in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.
- 4 Loss of money from unattended vehicles.

### Definition of Business Hours

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Business Hours shall mean any time when the Insured, Directors or Employees with responsibility for money are in the business portion of the Insured's premises for the purposes of the Insured's Business.

#### Warranted that

- (a) a complete record shall be kept of the Money in transit and on the Premises
- (b) such record shall be deposited in a secure place other than in the safes containing the Money
- (c) outside Business Hours the safes be kept locked and the keys of the safes shall not be left on the Premises unless the Premises are occupied by the Insured or an authorised Employee in which case such keys shall be deposited in a secure place not in the vicinity of the safes.

# Section E

## Assault

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### Contingencies

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Bodily Injury sustained by the Insured or any Employee as a result of robbery or any attempt thereat arising in the course of the Business and resulting in

- 1 Death  
occurring within twelve calendar months of Bodily Injury as aforesaid
- 2 Permanent loss of all sight in one or both eyes occurring within twelve calendar months of Bodily Injury as aforesaid
- 3 Loss of one or more limbs  
occurring within twelve calendar months of Bodily Injury as aforesaid
- 4 Total disablement from engaging in or giving attention to profession or occupation commencing within twelve calendar months of Bodily Injury as aforesaid
- 5 Partial disablement from engaging in or giving attention to a substantial part of a profession or occupation commencing within twelve calendar months of Bodily Injury as aforesaid
- 6 Permanent and total disablement (other than by loss of limbs or sight) which on the expiration of 104 weeks from the date of such Bodily Injury shall permanently and totally disable an insured person from following, engaging in or giving attention to any kind of profession or occupation.

### Definitions

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#### Loss of Limb

Loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

#### Bodily Injury

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

### Limits of Amounts Payable

- 1 The benefits under contingencies 4 or 5 or any combination thereof shall not be payable for more than 104 weeks in respect of any one injury calculated from the date of commencement of disablement.
- 2 If and when benefit becomes payable under any of contingencies 1-3 weekly benefit being paid in connection with the same injury will cease.
- 3 Payment of a claim under one of the contingencies 1-3 and 6 will end the cover granted in so far as it applies to the insured person concerned.

### Benefits

Contingency Number	
1	£10,000
2	£10,000
3	£10,000
4	*£100 per week
5	*£100 per week
6	£10,000

*\*Weekly benefits will be paid at four weekly intervals*

### Special Conditions

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- 1 This insurance applies only to
  - (a) persons between the ages of 16 and 60 years
  - (b) Contingencies occurring within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man
- 2 An insured person, as often as required, shall submit to medical examination on behalf of the Corporation at its own expense in respect of any alleged Bodily Injury. The Corporation shall in the event of the death of an insured person be entitled to have a post-mortem examination at its own expense.

# Section F

## Employer's Liability and Injuries to Working Partners or Proprietors

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### Contingencies

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#### 1 Employer's Liability

In the event of Bodily Injury sustained by any Employee arising out of and in the course of his or her employment by the Insured in the Business and caused within the Territorial Limits during the Period of Insurance

the Corporation will provide indemnity against

(a) legal liability to such Employee for Compensation

and

(b) Costs and Expenses.

#### 2 Injuries to Working Partners or Proprietors

In respect of Bodily Injury sustained by any working partner or proprietor named as the Insured in the Schedule the Corporation will for the purpose of this Section deem such person to be an Employee provided that the Corporation will only be liable where

(a) the Bodily Injury is sustained whilst such working partner or proprietor is working in connection with the Business

and

(b) the Bodily Injury is caused by the negligence of another working partner, proprietor or Employee whilst working in the Business

and

(c) the Injured working partner or proprietor has a valid right of action in negligence against the working partner, proprietor or Employee responsible for such Bodily Injury.

### Exception

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*This Section does not apply to liability in respect of any claim arising in connection with work undertaken in or on (including travel to and from and within) any offshore accommodation, exploration, drilling or production rig/installation or offshore support vessel.*

### Extension

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Applicable to Section F

#### Unsatisfied Court Judgements

In the event of a judgement for Compensation being obtained

(a) by any person under a contract of service or apprenticeship with the Insured or the personal representatives of any such person in respect of Bodily Injury to such person caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from premises within the Territorial Limits in any court situate within the Territorial Limits

and

(b) remaining unsatisfied in whole or in part six months after the date of such judgement

the Corporation will pay to such person or the personal representatives of such person at the request of the Insured the amount of any such Compensation and any awarded costs to the extent that they remain unsatisfied

provided that

(i) there is no appeal outstanding

(ii) if any payment is made in respect of such a judgement such judgement shall be assigned to the Corporation.

#### Compensation for Court Attendance

In the event of any director partner or Employee of the Insured attending court as a witness at the request of the Corporation in connection with a claim in respect of which the Insured is entitled to indemnity under this Policy the Corporation will provide compensation to the Insured at the following rates for each day on which attendance is required

(a) any partner or director - up to £250 per day maximum

(b) any other Employee - up to £150 per day maximum

# Section G

## Public and Products Liability

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### Contingencies

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The Corporation will provide indemnity to the Insured up to the Limit of Indemnity (or as otherwise specified herein) against legal liability for Compensation and Costs and Expenses in respect of accidental

- (a) Personal Injury
- (b) loss of or damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement

occurring anywhere within the Territorial Limits during the Period of Insurance in connection with the Business

### Additional Clauses

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In respect of the circumstances specified in the following Additional Clauses the Corporation will provide indemnity up to the Limit of Indemnity subject otherwise to the terms of this Section and of the Policy

provided that the circumstances arise in connection with the Business and that the event giving rise to legal liability occurs during the Period of Insurance and within the Territorial Limits.

#### A Defective Premises Act

Where the Insured is legally liable for accidental Bodily Injury or loss of or damage to Property by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by the Insured and which prior to disposal were owned by the Insured the Corporation will provide indemnity against such legal liability.

#### B Cross Liabilities

Where there is more than one party named as the Insured in the Schedule this Section shall apply separately to each such Insured in the same manner and to the same extent as if a separate policy had been issued to each Insured and the Corporation agrees to waive all rights of subrogation against any of these parties provided that the total amount payable in respect of Compensation shall not exceed the Limit of Indemnity.

#### C Hired or Rented Buildings

Where the Insured is legally liable for the loss of or damage to buildings (or fixtures or fittings thereof) hired or rented to the Insured for the purpose of occupancy by the Insured, Exception 3(a) shall be inoperative in respect of such buildings provided that the indemnity shall not apply in respect of liability for

- (i) loss of damage if the liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement
- (ii) the first £100 of such loss or damage caused other than by fire or explosion.

#### D Consumer Protection Act

- 1 Where costs of prosecution are awarded against the Insured or any Employee or partner of the Insured
- 2 where legal fees and expenses are incurred with the Corporation's consent in the defence of and

arising from criminal proceedings brought or in an appeal against conviction from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987

provided that

- (a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- (b) the Indemnity will not apply
  - (i) in respect of fines or penalties of any kind
  - (ii) where indemnity is provided by any other insurance
  - (iii) to proceedings consequent upon any deliberate act or omission.

#### E Motor Contingent Liability

Where the Insured is legally liable for accidental Bodily Injury or loss of or damage to Property arising out of the use of any motor vehicle in connection with the Business the Corporation will indemnify the Insured against such legal liability.

*continued*

Section G Public and Products Liability *continued*

- This indemnity will not apply
- 1 in respect of any vehicle owned or provided by the Insured or any Principal for whom the Insured is working or any sub-contractor acting for or on behalf of the Insured
  - 2 in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon
  - 3 while such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or of the Insured's representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
  - 4 to legal liability in respect of which the Insured is entitled to indemnity under any other insurance
  - 5 outside Great Britain, Northern Ireland the Channel Islands or the Isle of Man.

For the purpose of this additional clause the term Insured shall mean only the Insured named in the Schedule and no other party.

### *Exceptions to Section G*

*The Corporation shall not be liable in respect of*

- 1 *Personal Injury to any proprietor or partner comprising the Insured or any employee arising out of and in the course of employment by the Insured in the Business*
- 2 *liability arising out of the possession, ownership or use by or on behalf of the Insured or any person entitled to indemnity under this section of any*
  - (a) *mechanically propelled vehicle or trailer attached thereto used in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation*

*this exception shall not apply to the loading or unloading of vehicles or trailers provided that there is no indemnity afforded by any other policy*
  - (b) *aircraft, aerial device, hovercraft or watercraft (other than watercraft not exceeding 8 metres in length, hand-propelled watercraft, sailing craft or pontoons)*

- 3 *loss of or damage to*
  - (a) *Property belonging, hired or rented to the Insured*
  - (b) *Property held in trust by or in the custody or control of the Insured or any Employee other than*
    - (i) *guests' and residents' effects*
    - (ii) *Employees' personal effects including vehicles or their contents*
    - (iii) *visitors' property including vehicles or their contents whilst temporarily on or about the Premises other than for repair, testing, servicing, maintenance, alteration, cleaning or inspection*
- 4 (a) *loss of or damage to*

*or*

- (b) *the cost incurred by anyone repairing, removing, replacing, re-applying, rectifying or reinstating*

*any Product Supplied other than Products Supplied under a previously completed contract*

- 5 *advice, design, formula or specification given separately for a fee*
- 6 *liability in respect of Bodily Injury loss or damage arising from*
  - (a) *any breach of professional duty*
  - (b) *the sale or supply or prescription of drugs, chemicals or medicines*
  - (c) *the action of any preparation used applied or administered*

*by the Insured or any Employee of the Insured or on behalf of the Insured other than in respect of the administration of*

    - (i) *drugs or medical treatment prescribed by a physician*
    - (ii) *first aid*
    - (iii) *drugs or medical treatment available without prescription*

*by professionally qualified nursing staff who are Employees of the Insured*

*continued*

- 7 *liability arising out of Products Supplied with the knowledge of the Insured or on behalf of the Insured which could affect*
- (a) *the navigation, propulsion or safety of any aircraft or other aerial device*
- (b) *the safety or operation of nuclear installations*
- 8 *any Products Supplied by or on behalf of the Insured where legal liability has been accepted by agreement (other than liabilities arising out of condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement*
- 9 *liquidated damages or penalty clauses or fines or punitive or exemplary damages or any damages resulting from multiplication of compensatory damages*
- 10 (a) *pollution or contamination of buildings or other structures or of water or land or the atmosphere*
- and*
- (b) *Personal Injury or loss or damage to Property directly or indirectly caused by such pollution or contamination*
- other than caused by a sudden identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance*
- All pollution or contamination which arises out of one incident shall be deemed to have occurred on the date the Insured first became aware of such incident*
- 11 *any claim arising in connection with*
- Work Undertaken*
- or*
- Contract work Executed*
- or*
- Products Supplied for use*
- in or on any offshore accommodation, exploration, drilling or production rig/installation or offshore support vessel.*
- 12 (a) *exposure to*
- (b) *inhalation of*
- (c) *fears of the consequences of exposure to or inhalation of*
- (d) *the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of*
- Asbestos including any product containing Asbestos.*

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## Extensions

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Applicable to Sections F and G

### A Indemnity to Other Persons

The Corporation will subject to the terms of these Sections indemnify

- 1 the personal representatives of the Insured in respect of legal liability incurred by the Insured
- 2 at the request of the Insured

(a) any proprietor or partner of the Insured

(b) any Employee

against legal liability in respect of which the Insured would have been entitled to Indemnity under these Sections if the claim had been made against the Insured

- 3 at the request of the Insured

(a) the officers committees and members of the Insured's canteen, social, sports, educational and welfare organisations and first aid, fire, security and ambulance services in their respective capacities as such

(b) any proprietor or partner of the Insured or any person under a contract of service or apprenticeship with the Insured in respect of private work undertaken by any Employee for such proprietor, partner or any person under a contract of service or apprenticeship with the Insured with the prior consent of the Insured

against legal liability arising from the provision of such facilities or services of work.

Provided that each of the parties indemnified under these Sections will as if they were the Insured be subject to the terms of these Sections and the Policy insofar as they can apply and the total amount payable in respect of Compensation as a result of indemnifying such parties will not exceed the Limit of Indemnity.

### B Personal Liability

*(Operative only if Contents item 4 Section A is Insured)*

- 1 The indemnity extends to include legal liability incurred in a personal capacity (by the Insured or any resident manager or any member of their families permanently residing in the Premises) for accidental Bodily Injury or loss of or damage to Property occurring anywhere in the Territorial Limits.

The indemnity will not apply to legal liability

(a) arising from any agreement or contract unless liability would have existed otherwise

(b) arising from the carrying on of any trade or profession

(c) where indemnity is provided by any other insurance

(d) arising from the ownership possession or use of wild animals firearms (other than sporting guns) mechanically-propelled vehicles aircraft or watercraft.

### C Care and Treatment Liability

*(Applicable to Section G only)*

**Exception 6 of Section G Public and Products Liability is deleted and the following Extension is added.**

The Corporation will indemnify the Insured against legal liability for Compensation and Costs and Expenses in respect of accidental Bodily Injury occurring anywhere within the Territorial Limits during the Period of Insurance in connection with the Business caused by professional errors, omissions or neglects in the provision of professional medical and care services.

Provided that

- 1 the maximum Limit of Liability The Corporation will pay is £5,000,000
- 2 this indemnity will not apply in respect of any legal liability arising from the activities of any medical or dental practitioners.

Special Condition

It is a condition precedent to the Corporation's liability that

- 1 all treatment is only undertaken by Employees who are suitably trained and where appropriate qualified
- 2 the relevant National Minimum Standards are complied with in respect of the administration of controlled drugs.

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## Interpretation and Definitions

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Applicable to Sections F and G

### Interpretation

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#### Bodily Injury

Bodily Injury includes death, illness, disease or nervous shock.

### Definitions

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#### Period of Insurance

Period of Insurance means from the Effective Date shown in the Schedule until Midnight on the Expiry Date shown in the Schedule.

The Period of Insurance includes any subsequent period for which the Corporation may accept payment for renewal of this Policy.

#### Territorial Limits

The Territorial Limits are

- (a) anywhere within Great Britain, Northern Ireland, the Channel islands or the Isle of Man including designated areas of the continental shelf surrounding Great Britain and foreign sections of cross boundary petroleum fields as defined in the Employment (Continental Shelf) Act 1978

or

- (b) elsewhere in the world in connection with the activities of persons employed provided such persons are normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and are not outside such countries for more than six months in any one year

or

- (c) anywhere in the world in connection with Products Supplied at or from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

#### Costs and Expenses

The following, if incurred in respect of any event which may be the subject of indemnity under either Section

(a) any claimant's legal costs for which the Insured is legally liable

(b) all costs and expenses incurred with the Corporation's written consent

(c) all solicitors' fees for legal representation at

(i) any coroner's inquest or fatal accident inquiry

or

(ii) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty

and shall include legal costs and other expenses incurred in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or the Health and Safety Injuries (Procedure) Regulations 1975 in the event of an incident which results in an Inquiry order under the Health and Safety Injuries (Procedure) Regulations 1975 or in an appeal against conviction arising from such proceedings

provided that the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Insured's Business.

The indemnity will not apply to

- (a) fines or penalties of any kind
- (b) proceedings relating to the health and safety of
  - (i) any Employee if Section F is not applicable
  - (ii) any person other than an Employee if Section G is not applicable
- (c) proceedings consequent upon any deliberate act or omission by the Insured
- (d) persons other than the Insured or any person under a contract of service or apprenticeship with the Insured
- (e) where there is an indemnity provided by a legal expenses insurance policy.

#### Compensation

The amount awarded by a court of law in respect of damages including interest thereon.

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## **Definitions**

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Applicable only to Section G

### **Limit of Indemnity**

The liability of the Corporation for all Compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or events of a series consequent on or attributable to one source or original cause shall not exceed £1,000,000 but in respect of Products Supplied this limit shall apply to all insured events occurring in any one Period of Insurance.

### **Personal Injury**

Bodily Injury and wrongful arrest, detention, imprisonment or eviction of any person or wrongful accusation of shoplifting.

### **Products Supplied**

Goods including labels and containers and packaging

(a) on which work has been completed by or on behalf of the Insured at the Insured's normal place of business or that of the party who carried out the work on behalf of the Insured

or

(b) which have been handled, stored, sold, supplied, transported or financed by the Insured

and which at the time of the event giving rise to a claim under this Section are not under the custody or control of the Insured or any Employee.

### **Property**

Material property

#### **Asbestos**

Asbestos, asbestos fibres or any derivative of asbestos.

# Section H

## Frozen Foods

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Operative only if shown in the Schedule

### Contingency

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Loss of or damage to foodstuffs the property of the Insured or held by them in trust or on commission for which they are responsible whilst contained in the Refrigeration Units detailed in the Schedule by deterioration, contamination or putrefaction caused by or arising from

- (a) rise or fall in temperature as a result of
  - (i) the breaking, distortion or burning out of any part of the Unit (including its own wiring terminating at and including the plug and fuse) arising from mechanical or electrical defects in the Unit occurring whilst the Unit is being used under normal working conditions
  - (ii) non-operation of the thermostatic or automatic controlling devices forming part of the Unit
  - (iii) accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority
- (b) accidental leakage of refrigerant or refrigerant fumes from the Unit.

### Exceptions

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- 1 *Loss of or damage resulting from wear and tear, deterioration, gradually developing flaws or defects in the Unit or incorrect setting of thermostats or automatic controls.*
- 2 *The Insured's Retained Liability stated in the Schedule*

### Note

The sum insured under each item is Subject to Average. See General Condition 8.

### Warranty

Warranted that on the expiry of any guarantee period the Insured shall effect a maintenance contract on any of the Refrigeration Units which do not have hermetically sealed motors and compressors.

# Section I

## All Risks - Specified Equipment

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Operative only if shown in the Schedule

### Contingency

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Loss or destruction of or damage (hereinafter termed **Damage**) to the Property Insured in the Premises.

#### Note

The sum insured under each item is Subject to Average. See General Condition 8.

### Exceptions

---

#### 1 Damage to the Property Insured by

- (a) *faulty or defective design, materials or workmanship*
- (b) *depreciation, gradual deterioration or wear and tear*
- (c) *change in temperature, wet or dry rot, vermin, insects or scratching*
- (d) *acts of fraud, trick or false pretence*
- (e) *unexplained or inventory shortage, misfiling or misplacing of information or clerical errors*
- (f) *mechanical or electrical breakdown and/or derangement*
- (g) *bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes when the Premises are empty or disused*
- (h) *theft where any Employee or member of the Insured's family is involved as principal or accessory*

2 *Damage to any Property Insured as a result of its undergoing any process including testing, repairing, adjusting, servicing or maintenance operation*

3 *the Insured's Retained Liability stated in the Schedule.*

### Basis of Settlement

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In the event of the Property Insured being lost, destroyed or damaged the liability of the Corporation will be arrived at in accordance with the Basis of Settlement Clause of Section A.

# Section J

## Loss of Registration Certificate

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Operative only if shown in the Schedule

### Contingency

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Loss sustained by the Insured as a result of the certificate being

- (a) forfeited under the provisions of the regulations relating to such certificates
- (b) refused renewal by the appropriate authority

provided that such forfeiture or refused renewal results from causes beyond the control of the Insured.

The amount payable shall be the depreciation in value of the interest of the Insured in the Premises or the Business caused by such forfeiture or refused renewal but not exceeding the Limit of Liability stated in the Schedule and costs and expenses incurred by the Insured with the written consent of the Corporation in connection with any appeal against such forfeiture or refused renewal.

### Exceptions

---

*No payment shall be made if*

- 1 *the Insured is entitled to obtain compensation under the provisions of any act of parliament in respect of any refusal to renew the certificate*
- 2 *the forfeiture or refusal to renew arises directly or indirectly from any town or country planning, improvement, redevelopment or compulsory purchase or the surrender, reduction or re-distribution of certificates in connection therewith*
- 3 *the forfeiture or refusal to renew results from any alteration in the law.*

### Special Conditions

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- 1 The Insured shall give immediate notice in writing to the Corporation on becoming aware of
  - (a) change in tenancy or management of the Premises
  - (b) transfer or proposed transfer of the certificate
  - (c) complaint against the Premises or the control thereof
  - (d) proceedings against or conviction of the certificate holder, manager, tenant or other occupier of the Premises for any breach of the law or any other matter whereby the character or reputation of the person concerned is affected with respect to his honesty, moral standing or sobriety
  - (e) objection to renewal or other circumstances which might endanger the certificate or the renewal thereof.
- 2 In the event of a forfeiture or refused renewal of the certificate the Insured must notify the Corporation in writing within 24 hours after such forfeiture or refused renewal and shall supply such information and provide such assistance as the Corporation may reasonably require.

# Section K

## Outstanding Debit Balances

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Operative only if shown in the Schedule

### Contingency

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Loss of Outstanding Debit Balances as a result of the Insured's books of account or other business books or records at the Premises being lost or damaged by any cause insured under Section A (any such loss or damage being hereinafter termed **Damage**)

The amount payable in respect of such loss shall be

1 the difference between

(a) the Outstanding Debit Balances

and

(b) the total of the amounts received or traced in respect thereof

2 the additional expenditure incurred with the previous consent of the Corporation in tracing and establishing customers' debit balances after the **Damage**

3 auditors' or professional accountants' charges reasonably incurred for producing and certifying details of a claim under (1) and (2) above

provided that if the Sum Insured hereby be less than the Outstanding Debit Balances the amount payable as indemnity hereunder shall be proportionately reduced.

### Definitions

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#### Sum Insured

As stated in the Schedule

#### Outstanding Debit Balances

Either

1 where declarations have been submitted monthly under the provisions of Memo 1 the total declared in the statement last given adjusted for

(a) bad debts

(b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to Customers' Accounts in the period between the date to which said last statement relates and the date of the **Damage**

and

(c) any abnormal condition of trade which had or could have had a material effect on the premises

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred,

or

2 otherwise

a reasonable estimate of the total outstanding debits at the date of the **Damage** to be agreed thereafter between the the Insured and the Corporation, due adjustment having been made for bad debts provided that the said estimate shall not exceed 75% of the Sum Insured stated in the Schedule.

#### Customers' Accounts

The Insured's accounts of all customers who are trading with the Insured on a credit or hire purchase basis.

#### Warranty

It is warranted that the Insured's books of account or other business books or records in which customers' accounts are shown be kept in fire resisting safes or fire resisting cabinets when not in use.

#### Memo 1

The Insured should within thirty days of the end of each month deposit with the Corporation a signed statement showing the total amount outstanding in Customers' Accounts as set out in the Insured's accounts as at the end of the said month.

# Section L

## Legal Expenses

---

Operative only if shown in the Schedule

The Corporation will provide indemnity to the Insured Person in respect of the contingencies under this Section arising in connection with the Business up to the Limit of Indemnity.

**Provided that**

- (a) The contingency occurs within the Territorial Limit
- (b) Any legal proceedings will be conducted under the jurisdiction of a court or tribunal or as authorised by the Service Provider within the Territorial Limit
- (c) The Time of Occurrence is within the Period of Insurance
- (d) Reasonable prospects exist throughout for the recovery of damages or for a successful defence in the event of a civil claim

### Definitions

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- 1 The Service Provider**  
DAS Legal Expenses Insurance Company Ltd  
DAS House, Quay Side, Temple Back,  
Bristol BS1 6NH
- 2 Insured Person**  
The Insured and the proprietors directors partners managers and all other employees of the Insured
- 3 Appointed Solicitor**  
The Lawyer or other person who has such qualifications as may be necessary appointed under Condition 4 to act for the Insured Person
- 4 Legal Costs and Expenses**  
A reasonable amount in respect of all costs reasonably incurred by the Appointed Solicitor on a standard basis
- 5 Attendance Expenses**
  - (1) The salary and wages of an Insured Person for the period absent from work to attend any court or tribunal hearing at the request of the Appointed Solicitor or as a defendant in so far as they are not recoverable from the court tribunal or third party calculated to the nearest half day taking an eight hour day to be a whole day and the maximum period for which a claim can be made in respect of any one day

- (2) The pay for one day at the time of attendance shall equal 1/250th of annual pay for full time employees and a proportionate amount of weekly pay for part-time employees

**6 Opponents Civil Costs**

After acceptance of a claim by the Service Provider on behalf of the Corporation the costs incurred by Opponents in civil cases in so far as the Insured Person is held liable in court or tribunal proceedings to pay such costs or otherwise becomes liable to pay them as a result of filing notice of discontinuance of the proceedings or under an agreed settlement which has received the prior approval of the Service Provider

**7 Limit of Indemnity**

£50,000 which is the maximum sum payable by the Corporation for all Contingencies related in time or by cause in respect of all Legal Costs and Expenses and Attendance Expenses of the Insured Person and where covered under this Section Opponents Civil Costs compensation awards and accountants' fees and expenses

**8 Territorial Limit**

United Kingdom of Great Britain and Northern Ireland the Isle of Man and the Channel Islands

**9 Time of Occurrence**

- (1) In civil cases the date at which the cause of action accrued
- (2) In criminal cases the time at which the Insured Person commenced or is alleged to have commenced to violate the criminal law in question

# Section L

## Contingencies

---

### 1 Employment Disputes - Legal Expenses

Legal Costs and Expenses, Attendance Expenses and where applicable Opponents Civil Costs incurred by the Insured in

- (1) Defending civil or criminal proceedings
- (2) Appealing or defending against an appeal against judgement, sentence or conviction by the relevant court or tribunal

in respect of any dispute with

- (1) An employee or ex-employee which arises out of or relates to a Contract of Employment with the Insured or
- (2) An employee or prospective employee leading to civil or criminal proceedings under the Race Relations Act 1976 or the Sex Discrimination Act 1975 or the Fair Employment (Northern Ireland) Act 1989 and subsequent amending legislation

### *Exceptions*

---

*The Corporation shall not provide indemnity in respect of or arising from or relating to*

- (1) *A dispute with an employee who is subject to a written or verbal warning within 180 days immediately preceding the commencement of indemnity under this Section if the Time of Occurrence was within the first 180 days of the indemnity provided by this Section*
- (2) *A claim in respect of damages for personal injury or loss of or damage to property*
- (3) *A redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this Section*
- (4) *A dispute with an employee who has resigned following a fundamental breach of his contract of employment by the Insured*

### 2 Employment Compensation Awards

Compensation Awards made following a dispute under Contingency 1.

Compensation Awards shall mean any basic and compensatory award payable by the Insured in respect of a claim accepted by the Service Provider under Contingency 1.

#### **Provided that**

- (1) such compensation is awarded by a tribunal under a judgement made after full argument and otherwise than by consent or default or is payable under a settlement approved in writing in advance by the Service Provider
- (2) the total of the Compensation Awards payable by the Corporation shall not exceed £500,000 in any one Period of Insurance

### *Exceptions*

---

*The Corporation shall not provide indemnity in respect of or arising from or relating to*

- (1) *Non payment of money due under the relevant contract of employment or statutory provision relating thereto*
- (2) *A redundancy or alleged redundancy or unfair selection for redundancy unless the written approval of the Service Provider has been obtained by the Insured in advance of dismissal*
- (3) *The breach of a fixed term contract by the Insured*
- (4) *Non compliance with a reinstatement order or re-engagement order*
- (5) *An alleged act of discrimination under the Sex Discrimination Act 1975 or the Race Relations Act 1976 or the Fair Employment (Northern Ireland) Act 1989 or any subsequent amending legislation*
- (6) *Trade Union activities, membership or non-membership or pregnancy*
- (7) *A dismissal which was not handled throughout in accordance with the procedures laid down in the Industrial Relations code of practice prepared by the Advisory Conciliation and Arbitration Services*

# Section L

## Contingencies

---

### 3 Insured's Legal Defence

- 1 Legal Costs and Expenses, Attendance Expenses and where applicable Opponents Civil Costs incurred by the Insured in
  - (a) defending civil or criminal proceedings and/or
  - (b) appealing or defending an appeal against
    - (i) conviction sentence or judgement resulting from such proceedings or
    - (ii) the imposition or terms of Notices specified in 1(2)

in respect of any act or omission or alleged act or omission which leads to

  - (1) the prosecution of the Insured in a court of criminal jurisdiction
  - (2) the serving of an Improvement or Prohibition Notice on the Insured under the Health and Safety at Work etc Act 1974 or the Food Safety Act 1990 or the serving of an Order of Enforcement under the Fair Employment (Northern Ireland) Act 1989 or the serving of an Enforcement Dereistration or Transfer Prohibition Notice under the Data Protection Act 1984
  - (3) Civil proceedings being taken against the Insured for compensation under Section 22 or 23 of the Data Protection Act 1984
- 2 Attendance Expenses in respect of the attendance of an Insured Person for jury service
- 3 An award of compensation made against the Insured under Section 22 or 23 of the Data Protection Act 1984

#### Provided that

- (1) in so far as proceedings under the Health & Safety at Work etc Act 1974 are concerned the Territorial Limit shall be any place where the Act applies
- (2) at the time of the Contingency the Insured has registered with the Data Protection Registrar in respect of Contingency 3.1(3) and 3

### 4 Employees Legal Defence

- The Corporation will indemnify at the Insured's request the Insured Person in respect of
- 1 Legal Costs and Expenses, Attendance Expenses and where applicable Opponents Civil Costs incurred by the Insured Person in
    - (a) defending civil or criminal proceedings and/or
    - (b) appealing or defending an appeal against
      - (i) conviction sentence or judgement resulting from such proceedings or
      - (ii) the imposition or terms of a Notice specified in 1(2)

in respect of any act or omission or alleged act or omission of an Insured Person other than the Insured in the course of his employment with the Insured or as a trustee of a pension fund set up for the benefit of the Insured's employees which leads to

    - (1) the prosecution of an Insured Person in a court of criminal jurisdiction
    - (2) the serving of an Improvement or Prohibition Notice on the Insured Person under the Health & Safety at Work etc Act 1974 or the Food Safety Act 1990 or the serving of an Enforcement Dereistration or Transfer Prohibition Notice under the Data Protection Act 1984
    - (3) civil proceedings being taken against such Insured Person under the Race Relations Act 1976 or the Sex Discrimination Act 1975 or the Fair Employment (Northern Ireland) Act 1989 or compensation under Section 22 or 23 of the Data Protection Act 1984
    - (4) civil proceedings being taken against the Insured Person as such trustee of a pension fund
  - 2 An award of compensation made against the Insured Person under Section 22 or 23 of the Data Protection Act 1984

#### Provided that

- (1) In so far as proceedings under the Health & Safety at Work etc Act 1974 are concerned the Territorial Limit shall be any place where the Act applies
- (2) At the time of the Contingency the Insured has registered with the Data Protection Registrar in respect of Contingency 4.1(3) and 2

# Section L

## Contingencies

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### 5 Property Protection

Legal Costs and Expenses, Attendance Expenses and, where applicable Opponents Civil Costs incurred by the Insured in

- (1) pursuing the Insured's legal rights in civil law
- (2) appealing or defending an appeal against the judgement of the relevant court or tribunal

in relation to material property owned by the Insured or for which the Insured is responsible and arising out of

- (1) a negligent act or omission of a third party or
- (2) any nuisance, trespass or criminal damage by a third party or
- (3) a tort committed by a third party under the rule in *Rylands v Fletcher*

which results in or could result in physical damage to such material property and/or pecuniary loss to the Insured

### *Exceptions*

*The Corporation shall not provide indemnity in respect of or arising from or relating to*

- (1) *a contract made between the Insured and third party*
- (2) *goods lent or hired to third parties or goods at premises other than those occupied by the Insured unless they are at such premises for the purpose of installations or use in work to be carried out by the Insured*
- (3) *mining subsidence*

### 6 Personal Injury

The Corporation will indemnify at the Insured's request the Insured Person for Legal Costs and Expenses, Attendance Expenses and where applicable Opponents Civil Costs incurred in pursuing the Insured Persons' legal rights in civil law arising out of any act or omission or alleged act or omission of a third party which results in the death of or bodily injury to the Insured Person

#### **Provided that**

The Corporation shall not provide indemnity in respect of or arising from or relating to any sickness or disease or any naturally occurring condition or degenerative process

### 7 Inland Revenue Investigations and VAT Tribunals

Legal Costs and Expenses and/or Accountant's fees and expenses reasonably incurred in

- (1) representing the Insured when an investigation into the Insured's business accounts is settled by negotiation by the Inland Revenue or
- (2) representing the Insured at Inland Revenue Commissioners Hearings or a VAT Tribunal

in respect of

- (1) an in-depth investigation into the Insured's business accounts
- (2)(a) an investigation by the Inland Revenue into the Insured's compliance with the PAYE Regulations
- (b) a dispute arising from the operation of the PAYE system following a PAYE audit
- (3) an appeal against an assessment issued by H M Customs & Excise in respect of Value Added Tax due

#### **Provided that**

- (1) the Insured has taken reasonable care to ensure that the business accounts have been properly maintained and independently prepared annually
- (2) the Insured's accounts are submitted to the Inland Revenue within 12 months of the end of the Insured's year of account
- (3) an in-depth investigation is deemed to have commenced when the Inspector dealing with the case first requests in writing that the business accounts and records are sent for examination
- (4) the maximum amount payable in respect of accountants' fees shall be £25,000 for any one claim

### *Exceptions*

*The Corporation shall not provide indemnity in respect of or arising from or relating to*

- (1) *any investigation deliberately or intentionally solicited by the Insured*
- (2) *any investigation caused by the failure of the Insured to register for VAT*
- (3) *any investigation by the Inland Revenue Enquiry Branch Board's investigation office or any investigation into alleged criminal activities by H M Customs & Excise*

## Section L Special Contingency

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### 8 Debt Recovery

Legal Costs and Expenses Attendance Expenses and where applicable Opponents Civil Costs incurred in pursuing the Insured's legal rights including enforcement of judgement in respect of money and interest due from another party where such debt exceeds £1,000 arising out of the sale or provision of goods or of services

#### **Provided that**

- (1) The Insured has exhausted all credit control and accounting procedures as declared to the Corporation
- (2) The Insured supplies the correct and current name and address of the debtor
- (3) The Corporation has the absolute right to select the method of enforcement or to forego enforcing judgement if it cannot be established to the satisfaction of the Service Provider that there are or will be sufficient assets available to satisfy judgement
- (4) The debt arises out of an agreement entered into after indemnity under this Section commenced

#### ***Exceptions***

*The Corporation shall not provide indemnity in respect of or arising from or relating to*

- (1) *A Contract of Insurance in so far as the dispute is in respect of the sum of money or other compensation payable under such contract*
- (2) *The lease licence or tenancy of land or buildings*
- (3) *A dispute with an employee or ex-employee which arises out of or relates to a Contract of Employment with the Insured*
- (4) *Arbitration arising out of an arbitration clause in the agreement*
- (5) *A dispute which arises out of the purchase hire sale or provision of computer goods systems or services*
- (6) *The recovery of money and interest due from another party where the other party intimates that a defence exists*
- (7) *Debts reported more than 90 days after the money became due and payable*

# Section L

## Conditions

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### 1 Reasonable Care

The Insured Person shall take all reasonable steps to prevent any Contingency which may give rise to a claim under this Section

### 2 Notification

Every notice or communication required to be made under this Section by an Insured Person to the Service Provider shall be sent in writing to the Head Office of the Service Provider

Every written notice or communication made under this Section by the Service Provider shall be sent to the Insured Person at their last known address

### 3 Presentation of Claim

The Insured Person when presenting a claim under this Section must inform the Service Provider as soon as possible giving full details in writing of the Contingency and provide such proofs, supporting evidence and other information as the Service Provider may require

### 4 Representation

(1) The Corporation reserves the right through its Service Provider to take over and conduct in the name of the Insured Person the prosecution, pursuit or defence or settlement of any claim or proceedings at any stage of the claim or proceedings

(2) The Corporation through its Service Provider should be entitled to have sole conduct and control of the claim prior to the issue of proceedings

On the issue of proceedings or where a conflict of interest exists or arises the Insured Person may choose the Appointed Solicitor to act in any legal proceedings other than in relation to claims for compensation awards under Contingency 2 to which the Corporation has consented

The Insured Person must submit the name and address of the Appointed Solicitor to the Service Provider on appointment

The Service Provider may refuse to accept the Insured Person's choice of Appointed Solicitor in exceptional circumstances

Any dispute arising from an Insured Person's choice of Appointed Solicitor may be referred to Arbitration under Condition 6

At all times the Insured Person shall take all reasonable steps to minimise the Legal Costs and Expenses under this Section

(3) The Insured Person may in any event request the Service Provider to nominate a solicitor and the Service Provider will do so if it considers it necessary in order to safeguard the interests of the Insured Person

(4) Prior to the Service Provider's acceptance of the Insured Person's nomination of a solicitor or the nomination by the President of a Law Society or if the Insured Person fails to nominate a solicitor the Service Provider shall be entitled but not bound to instruct a solicitor on behalf of the Insured Person if it considers this necessary to safeguard the Insured Person's immediate interests

(5) A solicitor nominated to act for the Insured Person shall be appointed by the Service Provider in the name of and on behalf of the Insured Person

### 5 Control of Claim

(1) The Service Provider shall have direct access to the Appointed Solicitor at all times and the Insured Person shall co-operate fully with the Service Provider and the Appointed Solicitor in all respects and shall keep the Service Provider fully and continually informed of all material developments in the legal representation or proceedings

At the Service Provider's request the Insured Person shall instruct the Appointed Solicitor to produce to the Service Provider immediately any documents information or advice in the Appointed Solicitor's possession

The Insured Person shall also give to the Appointed Solicitor such other instructions in relation to the conduct of his claim as the Service Provider may require

(2) Legal Costs and Expenses relating to any expert witness and fees of counsel will only be covered by the Corporation if the Service Provider has given prior written approval of the appointment of such expert witness or counsel

(3) The Appointed Solicitor or Insured Person shall inform the Service Provider immediately in writing of any offer or payment into court made with a view to settling the claim and

(a) no agreement to settle on the basis of both sides paying their own costs is to be made without the prior approval of the Service Provider

# Section L

## Conditions

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- (b) if any offer or payment into court is not accepted by the Insured Person but the amount thereof is equal to or in excess of the total damages eventually recovered by him the Corporation shall have no liability in respect of any further Legal Costs and Expenses or Opponents Civil Costs unless upon being notified of the offer of payment into court the Service Provider agreed on behalf of the Corporation to the continuation of the proceedings
- (4) Legal Costs and Expenses payable are to be in no way affected by an agreement undertaking or promise made or given by the Insured Person to the Appointed Solicitor or by either of them to any witness expert agent or counsel
- (5) If in any proceedings the Insured Person is not successful in his claim or defence no appeal or other proceedings will be covered unless the Service Provider is notified immediately in writing of the appeal before the time for making an appeal expires and the Service Provider considers that there are reasonable prospects of such an appeal succeeding
- (6) At the Service Provider's request the Insured Person will require the Appointed Solicitor to have Legal Costs and Expenses or Opponents Civil Costs taxed, assessed or audited or produce such documents to the Service Provider as it may require
- (7) If the Appointed Solicitor refuses to continue acting for the Insured Person or if the Insured Person withdraws his claim from the Appointed Solicitor then the Corporation's liability will cease forthwith unless in its absolute discretion the Service Provider agrees to the appointment of another solicitor to continue with the claim
- (8) If the Insured Person withdraws from a claim without the prior agreement of the Service Provider then the Legal Costs and Expenses and Opponent's Civil Costs will become the responsibility of the Insured Person. The Corporation will be entitled to be reimbursed by the Insured Person for any costs paid or incurred during the course of the claim including any Legal Costs and Expenses the Service Provider considers the Corporation is obliged to pay on the Insured Person withdrawing from the claim
- 6 Differences**  
Any difference arising between the Corporation or the Service Provider on behalf of the Corporation and the Insured Person as to the presentation acceptance rejection control or discontinuance of any claim shall at such parties written request be decided by counsel or a solicitor chosen jointly by the Service Provider and the Insured Person  
In the absence of agreement between the parties the President of the relevant Law Society of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands shall be requested to nominate a solicitor  
Both parties shall present such information relevant to their differences to counsel or the solicitor as he shall require and his decision shall be final and binding upon them  
All costs of resolving the difference shall be met in full by the party against whom the decision is made
- 7 Payment of Costs**  
The Insured Person shall submit to the Service Provider all accounts for Legal Costs and Expenses and accountants' fees payable under this Section immediately on their receipt
- 8 Recovery**  
The Insured Person claiming under this Section shall take or have taken every available step to recover from his Opponents Legal Costs and Expenses payable under this Section and such Legal Costs and Expenses must be paid to the Corporation
- 9 Acts of Parliament**  
All Acts of Parliament within this Section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be

## Section L Exceptions

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### *Applicable only to Section L*

- 1 *A Contingency reported to the Service Provider more than 180 days after its Time of Occurrence*
- 2 *Legal Costs and Expenses Attendance Expenses and where applicable Opponents Civil Costs incurred before written acceptance of a claim by the Service Provider*
- 3 *Fines penalties compensation or damages which the Insured Person is ordered to pay by the court or tribunal except compensation awards as covered under Contingency 2, 3 or 4*
- 4 *Any prosecution act or omission which arises from or relates to a motor vehicle owned leased or hired or used by the Insured Person*
- 5 *Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this Section*
- 6 *Any Contingency deliberately or intentionally solicited by the Insured Person*
- 7 *Patents copyrights trademarks merchandise marks registered design intellectual property secrecy confidentiality agreements agency rights and franchise rights*
- 8 *A dispute with the Corporation or Service Provider not otherwise dealt with under Condition 6 of this Section*
- 9 *A shareholding or partnership share in the Insured unless the shareholding was acquired under a scheme open to all employees of the Insured or a substantial number of them of a certain minimum grade other than the directors or partners of the Insured*
- 10 *Where the Insured Person*
  - (1) *pursues or defends a case without the consent of the Service Provider or contrary to or in a different manner from that advised by the Appointed Solicitor or the Service Provider or*
  - (2) *fails to give proper instructions when required to the Appointed Solicitor counsel or the Service Provider or*
  - (3) *is responsible for delay which in the Service Provider's reasonable opinion is prejudicial to the case*
- 11 *When either at the commencement of or during the course of a claim notified under this Section the Insured is bankrupt or has committed an act of bankruptcy or has made an arrangement with its creditors or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator*

# Special Conditions

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Applicable only if shown in the Schedule

## A Intruder Alarm Condition

It is a condition precedent to the Corporation's liability in respect of loss, destruction or damage by burglary or housebreaking or any attempt thereat that

- 1 whenever the Premises are closed for business or left unattended they shall be protected by an Intruder Alarm
  - (a) the specification of which has been agreed by the Corporation
  - (b) which shall be set in its entirety
- 2 the Insured shall
  - (a) keep in force during the currency of the Policy a contract with a company acceptable to the Corporation to maintain the Intruder Alarm in proper working order
  - (b) lodge a copy of the maintenance contract with the Corporation and any subsequent alteration thereto
  - (c) obtain written permission from the Corporation before agreeing to any alteration to
    - (i) the maintenance company's emergency service facilities
    - (ii) any part of the Intruder Alarm
- 3 if the police give warning of withdrawal of their services, the Insured shall immediately notify the Corporation
- 4 if any defect in the Intruder Alarm is discovered or the police have withdrawn their services the Insured shall
  - (a) immediately notify the Corporation
  - (b) not leave the Premises unattended without the prior consent of the Corporation
  - (c) put into effect such additional temporary precautions and safeguards as the Corporation may require

- (d) notify the maintenance company immediately and give immediate instructions for the necessary repairs to be carried out.

## Definition of Intruder Alarm

The component parts detailed in the alarm specification which has been agreed by the Corporation and the lines of communication used to transmit signals.

## B Visible Signs Condition

It is a condition precedent to liability in respect of loss or damage by burglary or housebreaking or any attempt thereat that there shall be visible evidence of violent and forcible entry into or exit from the Premises.

## C Money in Transit Condition

It is a condition precedent to liability under Section D that Money (other than described in item 1) in transit shall be accompanied by at least

- (a) 2 persons for amounts over £2,000 up to £5,000
- (b) 3 persons for amounts over £5,000 up to £8,000
- (c) 4 persons for amounts over £8,000

who shall use private transport for amounts over £2,000 where the distance exceeds half a mile.

## D Requirement Condition

It is a condition precedent to liability in respect of loss or damage by burglary or housebreaking or any attempt thereat that the requirements detailed in the attached Schedule of Additional Protections have been implemented.

*continued*

**E Deep Frying Equipment**

(This condition applies to Sections A-D and I only.)

It is a condition precedent to liability in respect of loss, destruction or damage by fire that

- (a) the equipment shall be fitted with a thermostat which will prevent the temperature of fat or oil exceeding 205°C (401°F)
- (b) all deep frying equipment including flues and exhaust ducting shall be securely fixed and free from contact with combustible materials
- (c) all extraction hoods, canopies, filters and grease traps shall be cleaned at least once a month
- (d) all extraction ducts shall be cleaned at least once every six months.

**G Care Risk Management Condition**

(This condition applies to Section G only.)

It is a condition precedent to liability of the Corporation under this Policy that:

- 1 The Insured shall adhere to and maintain written policies and procedures in accordance with the appropriate National Minimum Care Standard for safeguarding the welfare of any person against abuse, assault or molestation
- 2 any person working for or on behalf of The Insured in a care role or having unsupervised access to any person in the care of the Insured
  - (a) has undergone satisfactory Criminal Record Bureau or similar statutory disclosure checks at a level appropriate to their care role or unsupervised access prior to engagement in those duties
  - (b) undergoes satisfactory Criminal Record Bureau or similar statutory disclosure rechecks every 3 years
  - (c)
    - (i) have access to
    - (ii) are acquainted with
    - (iii) receive formal training in

The Insured's protection policy with formal update training based upon current best practice at intervals not exceeding 1 year

- (d) receive formal induction protection training prior to commencement of their duties and are supervised during their probationary service period

- 3 The Insured securely retains for no less than 50 years

- (a) employment and engagement applications, references, identity verification, records of Criminal Record Bureau or similar statutory disclosure checks and related correspondence in respect of
- (b) protection policy, revisions and records of protection policy training delivered to any person working for The Insured or on The Insured's behalf in a care role or having unsupervised access to any person in the care of the Insured

- (c) accident and incident registers

- (d) records of any alleged, actual or threatened abuse, assault or molestation and action taken including notifications to the appropriate authorities

- (e) all referral, assessment, treatment and care plans and related correspondence for any person in the care of the Insured

# Special Clause

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Applicable only if shown in the Schedule

**1 Exception 6 of Section G - Public and Products  
Liability is amended to read as follows**

**6 liability in respect of Bodily Injury loss or  
damage arising from**

- (a) any breach of professional duty
- (b) the sale or supply or prescription of  
drugs, chemicals or medicines
- (c) the action of any preparation used  
applied or administered

by the Insured or any Employee of the  
Insured or on behalf of the Insured.