

**PROTECTOR**

Insurance

**Public Sector**

**Liability Wording**

**LBYF009**

**Thank you for choosing Protector Insurance for Your liability policy. We work in partnership with Your insurance broker, building unique relationships, to ensure that You receive product and service excellence.**

### **Policy information for the Policyholder**

The Policy is a legal contract between You and Us. Please read it carefully to ensure that it is in accordance with Your requirements and that You understand its limits, terms conditions and exclusions.

This policy wording, together with Your policy schedule, endorsements and Certificate are all part of Your policy and should be read together to avoid any confusion. Any word or expression which has a specific meaning will have the same meaning whenever it appears in Your policy, and will be defined in the General Definitions section of the wording.

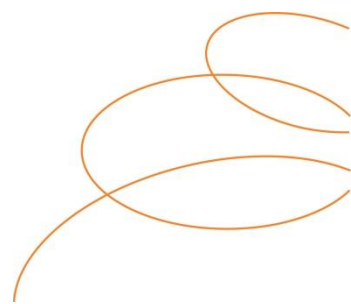
This Policy has been prepared in accordance with the information provided by You. In its preparation, the Insurer has relied upon the information provided by You as constituting a fair presentation of the risk to be insured. It is Your responsibility to undertake a reasonable search for material circumstances and to ensure all such material circumstances are disclosed before the policy is incepted. You should ensure that the information provided is substantially correct, and true and accurate to the best of your knowledge and belief. Your insurance broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary.

Protector will indemnify You in accordance with the terms of this policy, in consideration of the payment to Us of the premium for the Period of Insurance.

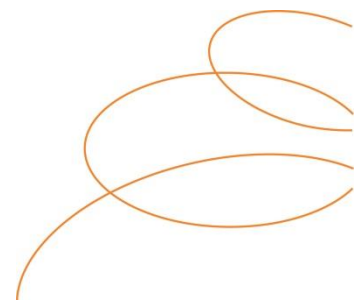
Signed, on behalf of Protector Insurance



Henrik Høye, Chief Executive Officer



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## **General Definitions**

Unless otherwise stated in the Policy the following words or expressions (highlighted in bold) will be taken to have the same meaning whenever they appear in capital letters in the Policy.

### **Bodily Injury**

Any physical or mental injury, including death, illness or disease, mental, anguish or nervous shock sustained by any person as a result of actual, or the threat of, bodily injury, death, illness or disease.

### **Business**

The Business as described in the Schedule, including:

- a) In connection with the business
  - i. The sale or supply of food and / or drink to any Employee or other person
  - ii. The provision of fire, first aid, security and ambulance services by the Insured, and the maintenance of the Insured's premises
- b) The provision by the Insured of sports, social and welfare organisations for the benefit of the Insured's Employees
- c) Private work undertaken by any Employee of the Insured for any director, partner, or senior official of the Insured

### **Clean Up Costs**

Any costs relating to:

- a) The testing for or monitoring of Pollution or Contamination
- b) The costs of Remediation required by any Enforcing Authority, to a standard that is reasonably achievable by the methods

available at the time that the Remediation commences.

### **Costs and Expenses**

- a) Claimant's legal costs and expenses which the Insured becomes legally liable to pay in respect of any act or omission relating to any event which may be the subject of indemnity under this policy; and
- b) Defence Costs

### **Deductible**

means the sum as shown on the Schedule

### **Defence Costs**

Costs, disbursements and expenses reasonably and necessarily incurred (but not including the cost of the Insured's time or any internal or overhead expenses) by the Insured with the Insurer's prior written consent in defending any claim against the Insured, including the cost of legal representation at any court proceedings, coroner's inquest or fatal injury inquiry in respect of any act or omission relating to any event which may be the subject of indemnity under this Policy.

### **Employee**

Any natural person who is:

- a) Under a contract of service or apprenticeship with the Insured
- b) A labour master or labour only subcontractor or person supplied or employed by them
- c) Self-employed and working for the Insured providing labour only
- d) Under a work experience youth training or similar scheme
- e) Hired to or borrowed by the Insured
- f) Volunteering to assist or co-opted to assist the Insured

- g) a home worker or outworker
- h) working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
- i) a prospective employee being assessed by the Insured as to their suitability for employment
- j) deemed to be an employee by a Court of Law within the United Kingdom
- k) Elected members or any co-opted member of any committee or sub-committee
- l) Officers/Members appointed to outside bodies or working on behalf of the Insured
- m) Returning Officer/Deputy Returning Officer (Acting) or Local, Parliamentary and European seconded from other Referenda
- n) The local registrar of land charges during the course of their duties

and is working for the Insured in connection with the Business, and is under the Insured's direct control or supervision.

**Enforcing Authority**

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the Territorial Limits of the Policy.

**Financial Loss**

Loss or damage other than arising from Bodily Injury, illness or disease or loss of or physical damage to property.

**Limit of Indemnity**

Means the sum shown on the Schedule as being applicable to each Section of this Policy

**Obstruction / Trespass / Nuisance**

substantial and unreasonable obstruction, nuisance, trespass or interference (as may be applicable) with

(i) the use and enjoyment of land belonging to another;

(ii) any easement or right of air, light, water or way belonging to another;

(ii) pedestrian, road, rail, air or waterborne traffic.

**Occurrence**

shall mean one event or series of events consequent on or attributable to one source or original cause

**Offshore**

means from the time of embarkation on to a vessel or aircraft for conveyance to any Offshore Installation including associated accommodation until disembarkation from a conveyance on to land upon return therefrom.

**Offshore Installation**

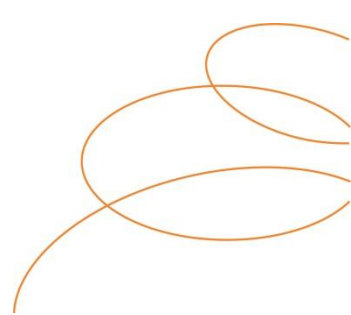
means any rig or platform whether fixed or mobile or vessel or semi-submersible and shall be deemed to include catwalks landing ramps bridges walkways accommodation units or other connected structures which has been or shall be engaged in the process of prospecting or extraction separation storage treatment or distribution of oil or gas.

**Period of Insurance**

The period from the Effective Date to the Renewal Date, each as shown in the Schedule, (or if the Policy is renewed, from the relevant Renewal Date until the next Renewal Date)

**Policy**

This policy wording and Schedule and any endorsements attached or issued



**Pollution or Contamination**

- a) Pollution or contamination of buildings or structures, or of water, land or the atmosphere caused by the discharge dispersal release escape migration or seepage of any solid liquid gaseous or thermal irritant pollutant or contaminant and
- b) any loss, damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

**Policyholder / Insured / You / Your**

The Insured named on the Schedule and the Certificate

**Products Supplied**

Any product or thing (including packaging, containers, labels and instructions), sold, supplied, hired out, constructed, erected, installed, manufactured, repaired, serviced, processed, stored, handled, transported, altered, treated, tested or disposed of by the Insured, or on the Insured's behalf, in the course of the Business in or from the Territorial Limits.

**Protector / Insurer / Us / We / Our**

Protector Insurance / Protector Forsikring ASA

**Remediation**

**Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.**

**Schedule**

The part of this Policy that details information forming the basis of this contract and that shows the Sections of this Policy selected.

**Territorial Limits**

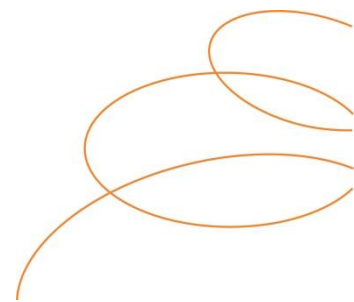
means Great Britain, Northern Ireland, The Channel Islands or the Isle of Man

- a) Elsewhere in the world the indemnity granted by Section B – Employers' Liability is extended to apply in respect of non-manual work carried out during temporary visits by any Employee normally resident in, and travelling from Territorial Limits
- b) Anywhere in the world the indemnity granted by Section A – Public and Products Liability is extended in respect of Products Supplied in or from Territorial Limits, other than to the knowledge of the Insured for use in or supply to the United States of America, Canada and any territory under their jurisdiction.

**Terrorist Action**

Is deemed to mean any act, and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Terrorism shall also include any act which is verified or recognised by the United Kingdom Government as an act of terrorism.



## **General Conditions**

The following General Conditions apply to all Sections of this Policy, unless stated otherwise.

### **Alteration**

If, at any time, anything occurs or is done which materially affects, changes or alters the risk, then You shall give Us immediate notice in writing.

### **Claims Conditions**

#### **Claims – Action by You**

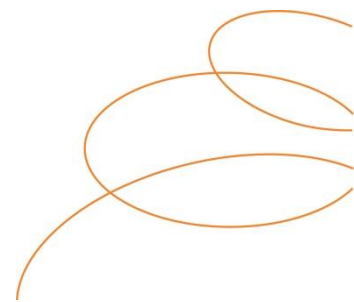
You shall in the event of any occurrence giving rise to or which may give rise to a claim under this Policy or any Section of it, and/or upon receipt by You or anyone who may be entitled to insurance under this Policy of any written notice of any claim or legal proceeding

- a) give written notice thereof and full particulars of the occurrence to Us as soon as possible
- b) notify Us immediately upon Your becoming aware or being notified of any prosecution, inquest or enquiry connected with any occurrence which may form the subject of a claim under this Policy or any Section of it.
- c) notify us immediately, and pass unacknowledged, every claim, notice, letter, verbal notice of claim, or other originating process or any document served on You to Us
- d) furnish with all reasonable despatch and at Your expense
  - 1) such further particulars and information as We may reasonably require
  - 2) if required, a statutory declaration of the truth of the claim
  - 3) details of any other insurance covering the subject matter of the claim under this Policy and any matters connected with it

e) make available at Your expense any documents required by Us with regard to any letter of claim

f) not pay or offer or agree to pay any money or make any admission of liability without Our prior consent

g) allow Us, in Your name and on behalf of You to take over and, during such periods as We think proper, to have control of all negotiations and proceedings which may arise in respect of any claims and the settlement thereof and co-operate fully with Us for that purpose



**Cancellation**

We may cancel this Policy by giving You fourteen (14) days' notice in writing sent to Your last known address.

**Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the Insured and the Insurer do not intend any term of this Policy to be enforceable by any third party including but not limited to subcontractors.

**Discharge of Liability**

We may at any time pay any Limit of Indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish their conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with our written consent prior to the date of such payment.

**Fair Presentation**

You must make a fair presentation of the risk prior to inception of this Policy or subsequent renewal or mid-term when asking Us to consider any variation or amendment to the Policy. This includes disclosing to Us all circumstances material to the risk being insured that You know of or those circumstances that You reasonably ought to know of.

In the event that You fail to make a fair presentation and but for that breach We would either have not entered into this Policy or would have done so on different terms and/or conditions, then We shall be entitled as follows:

Inception/renewal

If Your failure to make a fair presentation was

- a. deliberate or reckless, We may avoid the Policy, and treat it as though it had not existed and retain any premiums paid; or

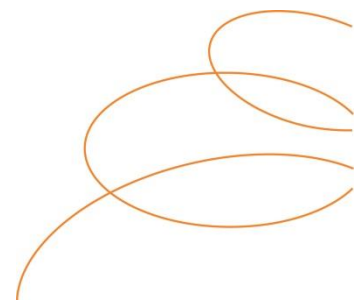
- b. not deliberate or reckless but We would not have entered into the Policy, then We may still avoid the Policy and treat it as though it had not existed but it must return any premiums paid; or

- c. not deliberate or reckless, and We would have entered into the Policy on different terms other than premium, then We may treat the Policy as being subject to those amended terms and/or where We would have charged an increased premium, then We may reduce the payment of any indemnity proportionate to any increase in the premium that would have been charged.

Mid-Term Variation

If Your failure to make a fair presentation was

- a. deliberate or reckless, We may treat the Policy as having been terminated as at the date of the variation and retain any premiums paid; or
- b. not deliberate or reckless but We would not have entered into the variation on any terms, then We may treat the Policy as if the variation was never made but it must return any extra premiums paid upon the variation; or
- c. not deliberate or reckless, and We would have agreed to a variation but on different terms other than premium, then We may treat the variation as being subject to those amended terms and/or where We would have charged an increased premium, then We may reduce the payment of any indemnity proportionate to any difference in the premium that was or would have been charged but for the misrepresentation.





**Fraud**

If any claim made under this policy by You or anyone acting on Your behalf is fraudulent We may:

- i. refuse to pay the claim;
- ii. recover from You any sums that We have already paid in respect of the claim;
- iii. notify You that We will treat the Policy as having terminated with effect from the time of the fraudulent act
- iv: keep the premium.

In that event We terminate the Policy in accordance with this Condition:

- a. We will have no liability for any matter subsequently arising which might otherwise have been covered by the Policy; and
- b. the termination of the Policy will not affect Our liability for matters otherwise covered by this Policy prior to the fraudulent act.

**Law Applicable to Contract**

Unless We agree otherwise,

- a) The language of the Policy and all communications relating to it will be English; and
- b) all aspects of the Policy will be subject to the law of England and Wales and the parties agree to submit to that jurisdiction in the event of dispute as to the interpretation or application of this Policy.

**Limit of Indemnity**

The Insurer's liability will not exceed the Limit of Indemnity stated in the Schedule including all Costs and Expenses (other than any limit otherwise stated) and any such limit applies to any claim or series of claims arising from any one cause.

**Non Assignment**

**This Policy and any rights under it may not be assigned without our prior written consent**

**Observance of Policy Terms**

It is a condition to Our liability to pay claims that You shall observe and comply with the terms and conditions of this Policy.

Breach of any term within this Policy requiring something to be done or complied with may entitle Us to refuse to pay a claim. In the event of such a breach We will not reject the claim under this clause provided that the term that has been breached is not one which defines the risk as a whole and You can demonstrate that Your non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

**Other Insurances**

If at the time of any incident giving rise to the risk of a claim under this Policy, or where any such claim is made, there is in force any other insurance or suretyship covering the same liability, loss, damage or injury, that is primary, excess, contributing, contingent or otherwise, whether effected by You or not, then We will not be liable to contribute to such claim unless such insurance or suretyship is written only as a specific excess insurance over the Limit of Indemnity provided under this Policy.

**Payment of Premium**

The Policy will provide insurance as described herein for the Period of Insurance shown on the Schedule, provided that the premium(s) and other charges are paid to and accepted by Us on or before the payment date shown in the Schedule. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

The premium is deemed paid and accepted on receipt by Us, or the broker appointed to place this insurance with Us.

**Sanctions**

The Insurer shall not provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

**Scope of Cover**

The Limit of Indemnity specified in the Schedule as being applicable to Sections A “Public Liability” and B “Employer’s Liability” represents the maximum amount the Insurer will pay under each Section of the Policy in respect of loss arising from any one Occurrence during the Period of Indemnity.

1.2 The Limit of Indemnity specified in the Schedule as being applicable to Sections C – F ‘...’ represents the maximum aggregate amount the Insurer will pay under each Section of the Policy during the Period of Indemnity for all claims, Costs & Expenses, or other insured losses, irrespective of the number of claims or Insureds.

1.3. Where a cover clause or extension provides for a monetary sublimit, that sublimit shall erode the Limit of Indemnity applicable to that Section of the Policy, unless expressly stated otherwise.

**Retention**

2.1 The Insurer shall only be liable for the amount of loss that is in excess of the Deductible up to the applicable Limit of Liability.

2.2 The Deductible shall apply to all insured losses under the Policy and shall be borne by the Insured and shall remain uninsured.

2.3 A single Deductible amount shall apply for each Occurrence.

**Subrogation**

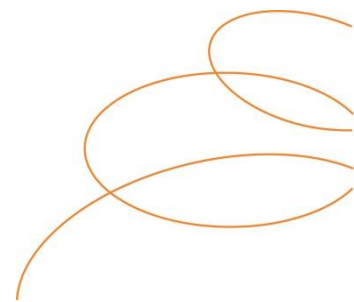
In the event of any payment under this policy, the Insurer shall be subrogated to the extent of the payment to all Insureds rights of recovery. The Insured shall execute all papers required and shall do everything necessary to secure and preserve the rights, including the execution of the documents necessary to enable the Insurer effectively to bring suit in the name of the Insured

**USA/Canada**

With regards to Section A - Public and Products Liability it is hereby agreed between the Insurer and the Insured that in respect of occurrences happening in or claims or legal proceedings originating in the United States of America or Canada or in any other territory within the jurisdiction of either such country

- a) the liability of the Insurer under Section A - Public and Products Liability in respect of all damages payable together with all Costs and Expenses shall not exceed the Limit of Indemnity for Section A - Public and Products Liability stated in the Schedule
- b) the Insurer shall not be liable to defend any action brought in respect of Pollution or Contamination

In this Policy a reference to a statute, regulation or any provision of such statute or regulation shall be read as referring to that statute, regulation or provision as updated, restated, amended or replaced, from time to time.



## **General Exclusions**

We shall have no liability under this Policy to indemnify the Insured in respect of the following General Exclusions, which shall apply to all Sections of this Policy unless stated to the contrary.

### **Asbestos**

We shall not indemnify the Insured under this Policy, other than for the minimum sum under Section B – Employers' Liability deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees in the United Kingdom may require, in respect of

- 1) Bodily Injury or physical loss of or physical damage to property arising in whole or in part either directly or indirectly out of asbestos whether or not the asbestos is

1.1) airborne as a fibre or carried or transmitted on clothing or by any other means

1.2) contained in or forms part of any building material or insulative material

### **Contractual Liability**

Any claim arising directly or indirectly from any breach of contract or failure to comply with obligations arising out of a contract howsoever caused which is made by a party to that contract unless liability would have arisen notwithstanding the existence of the contract.

### **Jurisdiction**

any claim or legal proceeding brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

### **Liquidated or Punitive Damages**

Any amount in respect of:

- a) Liquidated damages, fines or penalties

- b) Exemplary or punitive damages awarded by any court of law

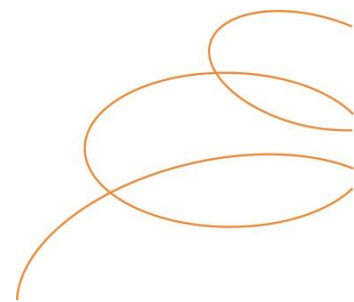
### **Motor**

Liability arising from the ownership or possession or use by the Insured, or on the Insured's behalf, of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle:

- a) Which is licensed for road use; or
- b) For which compulsory motor insurance or security is required; or
- c) Which is more specifically insured.

Provided always that this exclusion will not apply in respect of:

- i. Liability not more specifically insured under any other policy arising during the act of loading or unloading any mechanically propelled motor vehicle, plant or attachment of the motor vehicle or the bringing to or the taking away of a load from such vehicle, plant or attachment
- ii. The use of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii. The authorised movement on the Insured's premises or contract site of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle unless more specifically insured or unless compulsory motor insurance or security is required



**Radioactive Contamination**

Any liability directly or indirectly caused by or contributed by or arising from

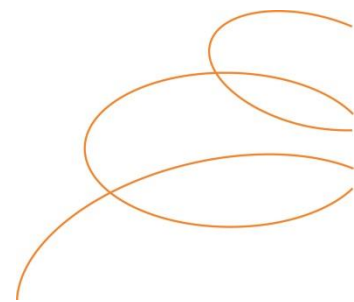
- a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

**Terrorism**

We shall not indemnify the Insured under this Policy, other than for the minimum sum under Section B – Employers' Liability deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees in the United Kingdom may require, in respect of any loss arising in connection with a Terrorist Action or any action taken to prevent or address actual or expected Terrorist Action

**War**

We shall not indemnify the Insured under Section A Public and Products Liability in respect of any liability directly or indirectly caused or occasioned through or in consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power



## Cover

In consideration of You paying the premium specified on the Schedule to Us, We will indemnify You in the terms of this Policy against all sums which You shall become legally liable to pay under either of Section A – Public and Products Liability or Section B – Employers' Liability and associated Defence Costs together subject to the Limit of Indemnity

### Section A - Public and Products Liability

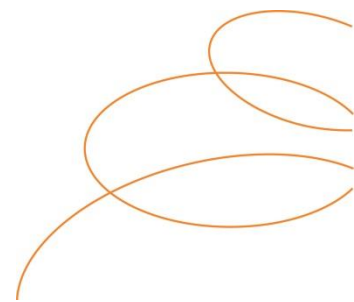
Indemnity against legal liability in respect of accidental:

- a) physical damage to material property
- b) Bodily Injury to any person other than an Employee
- c) Obstruction / Trespass / Nuisance
- d) wrongful arrest false imprisonment or malicious prosecution
- e) invasion of privacy

occurring during the Period of Insurance within the Territorial Limits and arising in connection with the Business.

### Section B – Employers' Liability

Indemnity against legal liability in respect of Bodily Injury sustained by an Employee during the Period of Insurance within the Territorial Limits and arising out of and in the course of employment by the Insured in connection with the Business.



## **General Extensions**

Where an indemnity is provided to the Insured under Section A or B the following additional covers apply in addition to the Indemnity provided by Sections A and B of this Policy provided that the Insurer's Limit of Indemnity shall not exceed that stated in the Schedule unless otherwise stated.

### **Acquisitions**

We will indemnify any company or other business entity either acquired or created by You during the Period of Insurance from the date of such acquisition or creation

Provided always that:

- a) The business of such company or entity is not materially different from the Business as shown in the Schedule
- b) You give full disclosure to Us in relation to the company or entity to be insured in accordance with General Condition 'Fair Presentation' within 30 days of its acquisition or creation
- c) The aggregate annual turnover or revenue of all such companies or entities acquired or created during any one Period of Insurance shall not exceed 10% of Your annual turnover as declared to Us at the beginning of such Period of Insurance
- d) If after the date of acquisition or creation, separate insurance covering the same liability remains in force subject to a limit of indemnity lower than that which applies to this Policy, Our liability in respect of such company or entity shall not exceed the difference between the relevant limit of indemnity under such separate insurance and the relevant Limit of Indemnity applicable to this Policy

We shall have the right to charge an additional premium and to alter the terms conditions and exclusions of this Policy in respect of such

company or entity from the date of its acquisition or creation

In respect of any such company or entity which does not meet provisions a) to d)

- i. We will not provide an indemnity until full details of such company or entity have been submitted to and accepted by Us, and You have agreed to pay any additional premium and accept any change in terms conditions and exclusions required by Us
- ii. We reserve the right to decline cover for such company or entity.

Nothing in this Extension shall affect Our rights under General Condition 'Fair Presentation' where You fail to give a fair presentation of the risk in relation to any business, company or entity to which cover is extended during the Period of Insurance.

### **Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You against Defence Costs incurred with Our prior written consent for the purposes of defending any criminal prosecution, including an appeal against a conviction arising from such a prosecution, and / or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to have been committed during the Period of Insurance and in the course of Your Business.

Provided always that:

- a) Our total liability under this Extension will not exceed in the aggregate the sum stated in the Schedule as the Limit of Indemnity in any one Period of Insurance. This limit will form part of, and not be in addition to,

- the Limit of Indemnity specified in the Schedule
- b) This Extension will only apply to proceedings brought within the Territorial Limits
  - c) We must consent in writing prior to the appointment of any solicitor, counsel or other legal representative who are to act for and on Your behalf
  - d) You will give Us immediate notice of any summons or other process served upon You or upon any of your offices or employees or agents which may give rise to proceedings covered under this Extension
  - e) In relation to any appeal, counsel has advised there are strong prospects of such appeal succeeding
  - f) We will be under no liability under this Extension:
    - i. Where You or any of Your officers, Employees or agents has committed any deliberate or intentional criminal act, whether predetermined or not, giving rise to charge of corporate manslaughter or corporate homicide as defined under the Corporate Manslaughter Corporate Homicide Act 2007
    - ii. In respect of fines or penalties of any kind or the costs of remedial adverse or publicity orders
    - iii. In respect of the defence of any criminal proceedings brought, or in an appeal against conviction arising from such proceedings, in respect of a breach of:
      - 1) The Health and Safety at Work, etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order or any regulations made thereunder
      - 2) The Food Safety Act 1990 or any regulations made thereunder
      - 3) The Consumer Protection Act 1987 or any regulations made thereunder
    - iv. Where indemnity for Defence Costs outlined above is available from any other source or is provided by any other insurance, or where but for the existence of this section, indemnity would have been provided by such other source or insurance
  - g) Where We have already indemnified You in respect of Defence Costs incurred in the defence of any criminal proceedings arising out of the same cause or occurrence, which gave rise to the charge of and / or investigation connected with corporate manslaughter or corporate homicide under another section applicable to this



Policy. In that event, the amount paid under that Extension will be taken into account when calculating Our liability under this Extension.

**Court Attendance Costs**

In addition to the Limit of Indemnity specified in the Policy Schedule, We will pay You a daily rate of £500 if any member or Employee is required to attend court as a witness at Our request such rate to apply irrespective of the number of persons so attending.

**Criminal Defence Costs**

We will indemnify You, and at Your request, any Employee director or partner, against Defence Costs and expenses incurred with our prior written consent in the defence of any criminal proceedings brought against You or any person for whom an indemnity is requested, during the Period of Insurance for a breach of:

- a) The Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, or
- b) Part II of the Consumer Protection Act 1987
- c) Part II of Food Safety Act 1990

Such indemnity to include legal costs and expenses incurred in an appeal against conviction arising from any such proceedings.

Provided that We shall have no liability in respect of:

- i. Any fines or penalties imposed by any court
- ii. Any proceedings consequent upon any deliberate act or omission
- iii. any circumstances for which indemnity is provided by any other insurance
- iv. proceedings arising from any excluded risk under the Policy

**Damage to Reputation**

In the event of a claim or series of claims arising from any one cause for which the Insured would be entitled to receive indemnity under this Policy We will, in addition to the indemnity provided by this Policy, and subject to Our prior written agreement, indemnify You for reasonable costs incurred to mitigate resultant damage to the Your reputation.

Provided always that:

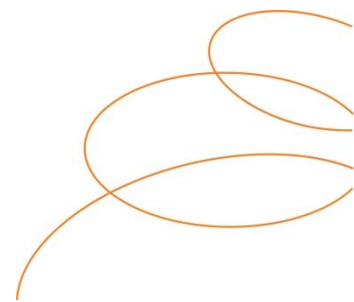
- a) The damage to the Insured's reputation is as a consequence of media coverage in print or by radio or television or news agency
- b) The Insurer's liability under this section will not exceed £50,000 in excess of £1,000,000 of the costs of any one claim or series of claims arising from any one cause after the application of any deductible or excess in any one Period of Insurance
- c) The Insurer will not be liable under this section unless the Insurer has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the insured.

**Data Protection Act 1998**

We will indemnify You under Section A – Public and Products Liability in respect of Your legal liability for damage or distress occurring as a result of an offence under Section 13 of the Data Protection Act 1998 that is committed by and claimed against You and notified to Us during the Period of Insurance within the Territorial Limits and arising in connection with the Business and associated Defence Costs

Provided always that We will not be liable:

- a) for the costs and expenses of rectifying or erasing Data or Personal Data





- b) Where Your legal liability arises from fraud or dishonesty
- c) Where Your legal liability arises from any agreement to store process or supply Data or Personal Data for a fee or by reciprocal arrangement

'Data' and 'Personal Data' have the meanings defined in the Data Protection Act 1998

**Defective Premises Act 1972**

We will indemnify You under Section A – Public and Products Liability in respect of Your legal liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by You and pertaining to the Business and which have been disposed of by You and associated Defence Costs.

Provided always that We will not be liable:

- a) For the cost of remedying any defect or alleged defect in the said premises
- b) In respect of liability more specifically insured under any other insurance.

**Environmental Clean Up Costs**

We will indemnify You under Section A – Public Liability in respect of all sums, including statutory debts, which You may become legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination, where such liability arises under an environmental directive, statute or statutory instrument within the Territorial Limits.

Provided always that:

- a) Liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place in its entirety during the Period of Insurance.

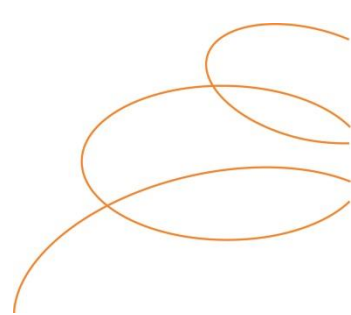
All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place

b) The Insurer's liability under this section will not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance, and will be the maximum that the Insurer will pay inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in Your Policy schedule

c) Immediate loss prevention or salvage action is taken and the appropriate authorities are notified

d) The Insurer will be under no liability:

- i. In respect of Clean Up Costs for damage to the Insured's land, premises, watercourse or body of water, whether owned, leased, hired, tenanted or otherwise in the Insured's care custody or control
- ii. For damage connected with pre-existing contaminated property
- iii. For damage caused by a succession of several events where such individual event would not warrant immediate action
- iv. In respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water, whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control
- v. In respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
- vi. In respect of costs for prevention of imminent threat of environment damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
- vii. For damage resulting from an alteration to subterranean stores of groundwater or to flow patterns



viii. In respect of the costs for the reinstatement or reintroduction of flora or fauna

ix. For damage caused deliberately or intentionally by the Insured, or where the Insured has knowingly deviated from environmental protections, or where the Insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which the Insured are responsible

x. In respect of fines or penalties of any kind

xi. For damage caused by the ownership, or operation on behalf of the Insured, of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of water.

xii. For damage which is covered by a more specific insurance Policy

xiii. For damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed

xiv. For damage caused by disease in animals belonging to or kept or sold by the Insured.

### **Indemnity to Other Persons**

In the event of any claim in respect of which You would be entitled to receive indemnity under this Policy being brought or made against:

- a) Any member
- b) Any Employee
- c) Any Principal for whom You are, or have been, carrying out work but only to the extent required by the contract for the work and excluding any principal who is located within USA or Canada

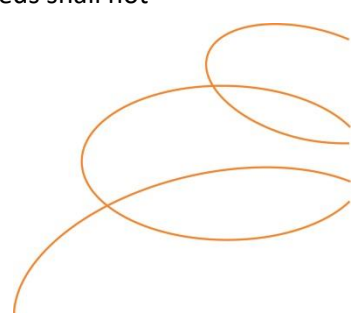
We will indemnify such person, if You so requests, against such claim and or any costs, charges and expenses in respect thereof but only in respect of liability incurred by You or such other person.

Provided always that:

- i. You would have been entitled to indemnity had the claim been made against You, but this proviso will not apply to liability attaching to any Employee which arises out of the performance by that Employee of any statutory function in respect of which You have agreed to provide the Employee with an indemnity; and
- ii. Such person is not entitled to indemnity under any other insurance; and
- iii. Such person will, as though they were an Insured, observe, fulfil and be subject to the terms and conditions of this Policy; and
- iv. Such person was at the time of the incident giving rise to the claim acting within the scope of their authority; and
- v. We will not be liable unless We have sole conduct and control of all such claims.

### **Joint Liabilities**

If the Insured comprises more than one party then We will indemnify each individual Insured as specified on the Schedule as though separate policies had been issued in their individual names provided that the total amount payable by Us in the event that claims are made against individual Insureds shall not exceed the amount that would have been payable if the



Insured comprised only one party, and in any event does not exceed the Limit of Indemnity applying to the operative Section or part of this Policy.

**Legionella**

We will indemnify You under Section A – Public Liability in respect of all sums which You may become legally liable to pay as damages in respect of Pollution or Contamination caused by or arising from any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Provided always that:

a) All Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like, will be deemed to have occurred on the date that the Insured first becomes aware of circumstances which have given or may give rise to such Pollution or Contamination

b) Regular assessments are carried out of all water systems to assess the risk of legionella and any risks identified in the risk assessment are suitable managed

c) The Insurer will be under no liability under this section:

i) If, before the current Period of Insurance, You had become aware of circumstances which have or may give rise to such Pollution or Contamination

ii) Unless You, at the time Pollution or Contamination which arises out of or as a consequence of discharge, release or escape of legionella or other airborne pathogens is deemed to have occurred, are in compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires Disease – The control of legionella bacteria in water systems"

d) You will give notice in writing to Us immediately on becoming aware of circumstances which have given or may give rise to a claim under this section

e) Our total liability under this section will not exceed in the aggregate the sum stated in Your Policy schedule as the Limit of Indemnity in any one Period of Insurance. This limit will form part of and not be in addition to the Limit of Indemnity stated in Your Policy schedule.

General Exclusion 8 will not apply to this section.

You will, at inception of this section and annually thereafter, provide Us with details of the number of premises owned or operated by You where cooling towers and or evaporative condensers are present.

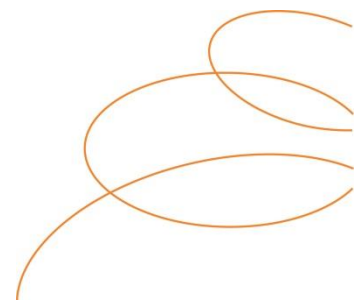
**Overseas Personal Liability**

At Your request, We will provide indemnity under the terms of Section A – Public and Products Liability in respect of the personal liability of any:

- a) Member or Employee, or any member of the family of such member or Employee, in connection with the Business
- b) Member of sports and social clubs operating in the Business while engaged in club activities.
- c) at Your request, any director partner or Employee of the Insured against legal liability for damages in respect of Bodily Injury or damage to material property arising from personal activities whilst temporarily outside the Territorial Limits in connection with the Business.

Provided always that:

- i) Any person indemnified will, as though they were the Insured, fulfil and be



subject to the terms and conditions of this Policy; and

ii) We shall have no liability under this Extension:

- 1) Unless We have the sole conduct and control of all claims;
- 2) Where liability attaches because of a contract or agreement and which would not otherwise have attached;
- 3) Where liability arises from any employment, business, profession or trade;
- 4) Where liability arises from the ownership, occupation, possession or use of any land, building, motor vehicle, caravan, watercraft or aircraft or animals excluding horses or domestic dogs or cats; or
- 5) Where liability is more specifically insured under any other insurance.

### **Third Party Hirers Endorsement**

It is hereby understood and agreed that the indemnity provided under **Section A – Public Liability** shall extend to include hirers of the Insured's premises

Provided that:

- a) Such hirer is not entitled to indemnity under any other Policy or policies
- b) Such hirer shall observe, fulfil and be subject to the terms, exceptions and conditions of this Policy in so far as they may apply
- c) The Insured shall maintain a written record of each and every hiring of the Insured's premises

d) Such hire of the Insured's premises is provided under the terms of the Insured's standard letting agreement

Notwithstanding, the indemnity expressed above shall not apply to liability in connection with:

1. All liability in respect of loss of damage to the Insured's premises including fixtures and fittings
2. Any hire of the Insured's premises for the purpose of
  - i. Commercial letting
  - ii. Political events
  - iii. Professional entertainment however this exclusion shall only apply in respect of the professional entertainer(s) and not in respect of hirer of Insured premises
  - iv. Fireworks displays
3. any liability arising at events where Bodily Injury is caused by any one participant upon another participant

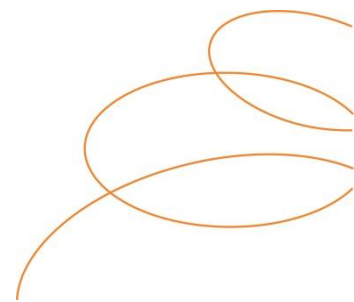
The liability of the Insurer shall not exceed the amount stated in the Schedule in the aggregate in any one Period of Insurance inclusive of all legal costs and expenses which amount shall not serve to increase the Limit of Indemnity as stated in the Schedule.

### **Unsatisfied Court Judgements**

If any Employee or their legal personal representative obtains a judgement from a court within the Territorial Limits for damages for Bodily Injury against any company or individual operating from premises within the Territorial Limits, and that judgment remains unpaid for more than 6 months after the date of the judgment, We will pay at the Insured's request the amount of any unpaid damages and any awarded costs to the Employee or their legal personal representative.

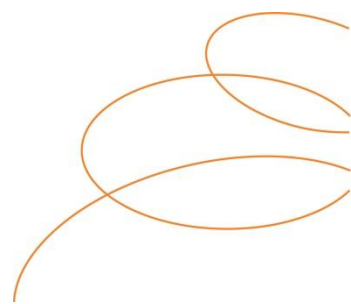
Provided always that:

- a) The bodily Injury:



- i. Is caused during the Period of Insurance
  - ii. Arises out of and in the course of employment in the Business
- b) There is no appeal outstanding.

If a payment is made under this Extension the Employee or their legal personal representative will assign the judgment to Us.



**Exclusions In respect of Section A – Public and Products Liability**

We shall have no liability under this Policy to indemnify You or anyone for whom insurance is requested in respect of the following exclusions which apply in addition to the General Exclusions of this Policy.

**Aircraft Products**

Liability arising from Products Supplied which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

**Airports**

Liability arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by the Insured

**Contractual Liability**

Any liability assumed by the Insured under any contract or agreement unless such liability would have attached in the absence of such contract or agreement or such liability arises from an applicable statutory implied condition or warranty relating to the fitness for purpose or satisfactory quality or safety of any Products Supplied

**Exports to the USA or Canada**

Liability arising from Products Supplied which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada or territories under their jurisdiction

**Foreign Operations**

Any associated or subsidiary company of the Insured, or branch office or representative of the Insured, with power of attorney domiciled outside the Territorial Limits

**Medical Malpractice Exclusion**

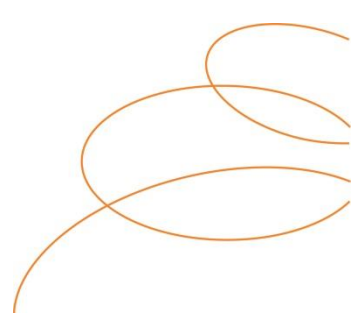
The Insurer shall not be liable under this Policy in respect of any claim arising from the management and provision of Professional Healthcare Services.

For the purposes of this exclusion Professional Healthcare Services shall mean medical treatment or services usually or normally rendered by members of the health care professions including but not limited to

- (a) medical and dental practitioners
- (b) nurses and midwives
- (c) professions allied to medicine
- (d) ambulance personnel
- (e) laboratory staff and relevant technicians
- (f) others making clinical decisions or judgements on behalf of those professions listed above

For the avoidance of doubt Professional Healthcare Services shall also include:

- (a) the use of medical apparatus and/or equipment in rendering such medical treatment or services
- (b) the management and/or provision of
  - (i) drugs
  - (ii) medical products
  - (iii) food or drink to the extent only that liability arises out of a clinical decision or





judgment relating to the selection quantity and nature of such food or drink when important to the well-being and health of the recipient

which shall include the labeling recording supply safekeeping use prescription storage administering and disposal of drugs medical products and food or drink

- b) damage to land or property previously owned by You but sold or transferred to another party where such damage results from a defect in that land or property
- c) Losses consequent upon damage to property designed by You, or on Your behalf, and subsequently sold or transferred to some other party
- d) The cost of rectifying defective work carried out by or on Your behalf

**Property Held in Trust**

Liability arising from

damage to property belonging to You, or in either Your or any Employee’s custody and control, or held in trust by or borrowed, rented, leased or hired for use by You but this Exclusion will not apply to:

- a) The personal effects including vehicles or their contents of any member, Employee or visitor
- b) Buildings or their contents temporarily occupied by You for the purpose of carrying out work therein or thereon
- c) Premises or their fixtures and fittings hired, rented, leased or loaned to You, other than such damage if liability is assumed by You under a tenancy or other agreement and would have attached in the absence of such agreement

**Pollution or Contamination**

Liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place

**Professional Advice, Design or Specification**

Liability arising out of professional advice, design or specification given by You for a fee or in circumstances where a fee would normally be charged

**Property Damage and Defective Work**

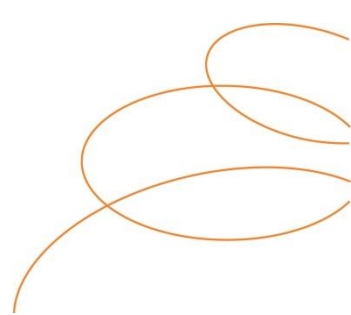
Liability arising from

- a) damage to that part of any property upon which You or any Employee or agent of Yours is or has been working where the damage is the direct result of faulty workmanship prior to the sale or transfer of the property to some other party

**Replacing or Rectifying Products**

Liability arising from

Replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of Products Supplied or making any refund on the price of any Products Supplied or damage to the Products Supplied themselves

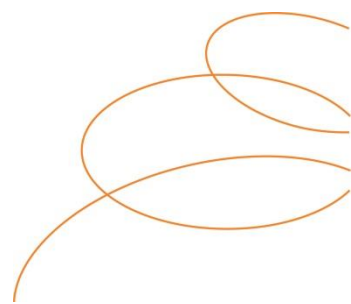


**Use of Heat Work Away**

Liability arising from or in connection with any work away from premises owned leased or rented by You which involves the use of grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow lamps blow torches flame guns hot air guns heated bitumen asphalt or tar

**Vessels and Craft**

Liability arising from the ownership or possession or use by You, or on Your behalf, of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.





**Exclusions In respect of Section B –  
Employer's Liability**

We shall have no liability under this Policy to indemnify You or anyone for whom insurance is requested in respect of the following exclusions which apply in addition to the General Exclusions of this Policy.

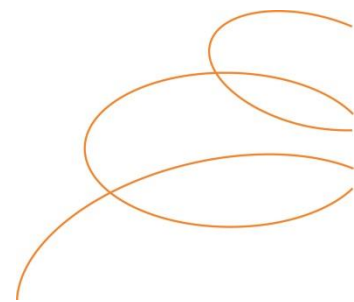
**Work Offshore**

Liability for Bodily Injury caused:

- a) On any Offshore Installation or support or accommodation vessel for any Offshore Installation
- b) In transit to, from or between any Offshore Installation or support or accommodation vessel for any Offshore Installation

**Work Overseas**

Liability in respect of any Bodily Injury caused outside the Territorial Limits, but this exclusion will not apply to any Employee temporarily employed in work elsewhere provided always that the contract of service or apprenticeship for such work was entered into within the Territorial Limits and that the Employee is normally resident in and travelling from the Territorial Limits. This insurance shall not apply in respect of any liability for payment arising from any Workman's Compensation, social security or similar health insurance legislation.



## **Section C. Officials Indemnity**

### **Special Definitions:**

Unless otherwise stated, or unless an alternative definition is specified, then the following words (highlighted in bold) will be taken to have the same meaning whenever they appear in this section C of Your Policy.

**Services** means only:

- a) Those activities which You:
  - i. Had a statutory duty to perform; or
  - ii. Manage or perform under the terms of a written contract or agreement in conjunction with any other local authority whose statutory duty those activities represent;
- b) Advice provided by You which You do not have a statutory duty to provide:
  - i. For which no fee is charged or received; and
  - ii. Which is not given under a written contract or agreement; and

where such advice is provided by any director, member or Employee who is acting within the scope of their authority or remit by virtue of their job description or other official guidelines issued to them by You.

### **Cover**

#### **Negligent Acts and Omissions**

We will indemnify Financial Loss which You may become legally liable to pay together with Costs and Expenses in respect of any claim against You directly arising from any actual or alleged negligent and accidental act or omission committed within the Territorial Limits, by Your Employee, director or member

in the normal execution of their duties as part of the provision of Services by the Business provided always that the claim is first made against You and notified to Us during the Period of Insurance.

#### **Bailiffs**

Any Bailiff acting for You under a contract for services will be regarded as an Employee but will not be entitled to indemnity under Indemnity to other Persons (below)

#### **Court Attendance Costs**

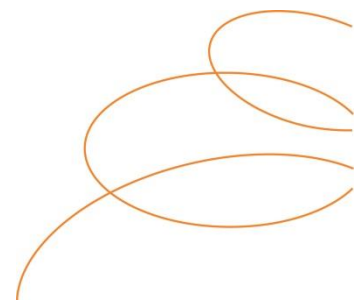
In addition to the Limit of Indemnity, We will pay You a daily rate of £500 for each director, member, or Employee required at Our request to attend court as a witness in relation to any matter for which an indemnity is afforded under this Section.

#### **Negligent Acts and Omissions - Indemnity to Other Persons**

At Your request We will indemnify Financial Loss which Your director, member or Employee may become legally liable to pay together with Costs and Expenses in respect of any claim against them directly arising from their actual or alleged negligent and accidental act or omission committed within the Territorial Limits in the normal execution of their duties as part of the provision of Services by the Business

Provided always that:

- a) the claim is both first made against that director, member or Employee and notified to Us during the Period of Insurance;
- b) You would have been entitled to indemnity under the 'Cover: Negligent Acts and Omissions' Clause of this Section had the claim been made against You, but this proviso will not apply to liability attaching to any Employee in

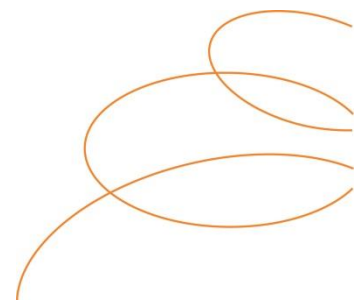


- their personal capacity which arises out of the performance by that Employee of a statutory function under the terms of a written agreement with You, under the terms of which You have agreed to provide the Employee with an indemnity
- c) No indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act
- d) Any person claiming indemnity:
- i. is not entitled to indemnity from any other source
  - ii. was at the time of the incident giving rise to the claim acting within the scope of their authority
  - iii. will be subject to the terms and conditions of this Policy in so far as they can apply
- e) agrees to Us having the sole conduct and control of any claim and/or settlement.
- b) enquiries made of You for a fee on the form of standard printed enquiries current at the date of receipt the form of which enquiries has been agreed by the Association of Local Authorities and other relevant bodies or
- c) enquiries other than those covered under clause (b) above added to the standard printed form of enquiries and for which an additional fee is paid provided that
- (i) such additional enquiries are included on the same form and You or Your Employee replies to such enquiries at the same time as the enquiries covered under clause (b) above and
  - (ii) such additional replies are accompanied by a disclaimer of liability by You or Your Employee
- Provided always that:
1. No indemnity shall be provided where the error giving rise to the claim occurred before the Retroactive Date stated in the Schedule;
  2. The claim for compensation is made against You and/or Your Employee during the Period of Insurance; and
  3. The claim is notified to Us within the Period of Insurance or within thirty days after the end of the Period of Insurance;
  4. Our maximum liability for any one claim covered under this Clause shall be GBP 5,000,000 and in the aggregate for any one Period of Insurance, such limit to be subject to and not in addition to the Limit of Indemnity.
  5. We shall have no obligation under this Policy to indemnify

### Land Charges

We will indemnify Financial Loss which You and/or Your Employee may become legally liable to pay as compensation together with Costs and Expenses occasioned by an error by You or Your Employee in regard to information given or made available in reply to

- a) enquiries made (in statutory form) in respect of registers and other records which You are under a statutory duty to maintain or



losses beyond the scope of cover offered under this Clause notwithstanding that another insuring clause under this Section may also apply to cover the same losses.

**Outside Entity Contingency Cover**

At Your request We will indemnify Financial Loss which Your director, member or Employee may become legally liable to pay together with Costs and Expenses in respect of any claim against them directly arising from their service on the board or participation in the capacity of a governor, officer, trustee, director, committee member or other official of any not-for-profit entity other than You.

Provided always that:

- a) The service or participation by the director, member or Employee is specifically requested by You or under Your specific direction
- b) You are legally entitled to approve the service or participation and to indemnify the Employee or member in respect of it
- c) Any payment will only be made by Us for an amount in excess of any indemnification or insurance coverage provided by the not-for-profit entity or afforded from any other source and to which the director, member or Employee is entitled
- d) We shall have no obligation under this Policy to indemnify losses beyond the scope of cover offered under this clause notwithstanding that another insuring clause under this Section may also apply to cover the same losses.

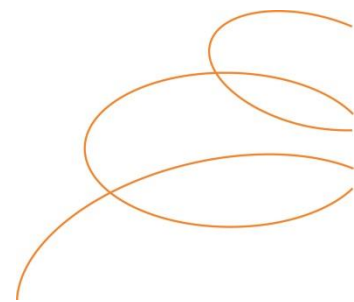
**Elections**

In connection with the conducting of elections under Your authority and control, We will indemnify You, and at Your request, any returning officer, acting returning officer or counting officer against:

- a) Defence Costs incurred in connection with the defence of any proceedings brought against You or any returning officer, acting returning officer or counting officer
- b) The cost of holding another election in the event of the original election being declared invalid.

Provided always that:

- i. Such proceedings or invalidation are the result of the accidental:
  - 1) Contravention of any of the provisions of the Representation of the People Act 1983; or
  - 2) Breach of any ministerial or other duty by the returning officer, acting returning officer, counting officer or any other person employed by or officially acting for them in connection with the election
- ii. No indemnity is available to You or any returning officer, acting returning officer or counting officer from any other source;
- iii. We shall have no obligation under this Policy to indemnify losses beyond the scope of cover offered under this clause notwithstanding that another insuring clause under this

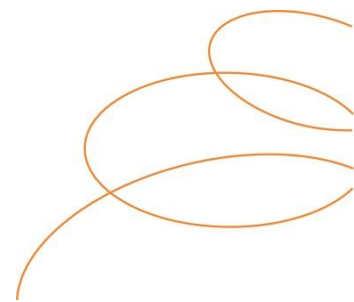


Section may also apply to cover the same losses.

Any amount stated in the Schedule as the excess applicable under this Policy will not apply to this section.

**Certificates of Title**

We will indemnify Financial Loss which You may become legally liable to pay together with Costs and Expenses in respect of any claim against You in connection with an indemnity given by You to the Chief Land Registrar relating to certificates of title issued by You.



## **Extensions**

The following Extensions shall be subject to the Limit of Indemnity for this Section unless otherwise expressly provided.

### **1. Data Protection Act Costs**

We will indemnify You, and at the Your request, any director, member or Employee in respect of Defence Costs incurred with Our prior written consent in the defence of any prosecution brought or made against You or Your director, member or Employee for any actual or alleged breach of the provisions of the Data Protection Act 1998.

Provided always that:

- a) The breach or alleged breach arises out of the Business
- b) We will not be liable:
  - i. For any fines of whatsoever nature
  - ii. Where the prosecution arises from a deliberate or intentional criminal act or omission
  - iii. Our liability for all Financial Loss and/or Costs and Expenses payable under this clause is limited to the sum £250,000 in respect of all claims first made against You and notified to Us during any one Period of Insurance. This limit is subject to the Limit of Indemnity.

It is a condition precedent to Our liability that You must advise Us in writing as soon as possible and in any event during the Period of Insurance of:

- 1) Any circumstances of which You or any of Your directors, members or Employees become aware which are

likely to give rise to a prosecution under the Data Protection Act 1998;

- 2) The receipt by You or Your director, member or Employee of a notice of intended prosecution from any person or entity.

### **2. Consumer Protection Act 1987**

We will indemnify You in respect of all sums which You may become legally liable to pay as compensation under Section 14 (7) of the Consumer Protection Act 1987, provided always that:

1. We shall only have a liability under this Extension where a claim arising from the same facts gives rise to an indemnity under a Cover clause of this Section; and
2. Our liability for all compensation payable under this Extension is limited to the sum of £250,000 in respect of all claims first made against You and notified to Us during any one Period of Insurance. This limit is subject to the Limit of Indemnity.

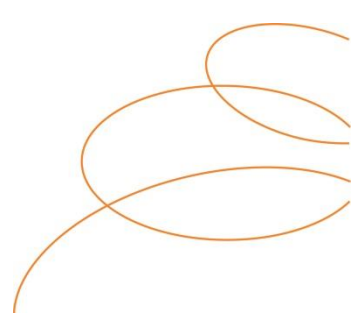
### **3. Food Safety Act 1990**

We will indemnify You in respect of all sums which You may become legally liable to pay as compensation under Section 9(7) and 12(10) of the Food Safety Act 1990, provided always that:

- 1 We shall only have a liability under this Extension where a claim arising from the same facts gives rise to an indemnity under a Cover clause of this Section; and
2. Our liability for all compensation payable is limited to the sum of £250,000 in respect of all claims first made against You and notified to Us during any one Period of Insurance. This limit is subject to the Limit of Indemnity.

### **4 Public Health Act**

We will indemnify You, subject to the Limit of Indemnity together with Costs and Expenses unless otherwise expressly provided for in the



Schedule, for all sums which You shall become legally liable to pay as compensation together with associated Defence Costs:

(i) under Section 20 of the Public Health (Control of Disease) Act 1984 Schedule 3 in respect of loss of earnings sustained by any person as a result of such person complying with a notice to discontinue work served in accordance with Section 20 of such Act

(ii) Under Regulation 9 of the Public Health (Infectious Diseases) Regulations 1988 in respect of loss of earnings sustained by any person as a result of compliance by such person (including a person suspected of being a carrier of any infection to which Schedule 4 of the above Regulations applies and is otherwise fit for work) with a notice to discontinue work served in accordance with the provision of the said Schedule 4

(iii) for loss of earnings sustained by any person excluded from work under the terms of

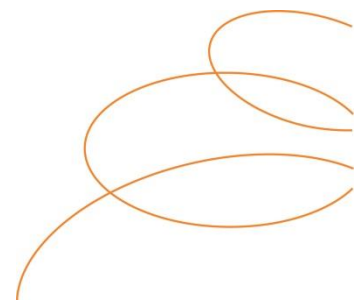
1. a notice issued under paragraph (2) of Regulation 19 of the Milk and Dairies (General) Regulations 1959
  2. Paragraph 3(a) to (c) inclusive of Schedule 3 Part 1 of the Poultry Meat (Hygiene) Regulations 1976
- a) in respect of loss alleged to have been sustained by the employer of any person in respect of whom the Company agrees to pay Compensation in accordance with the terms of this Policy when such loss arises directly out of the exclusion from work of such person.

We will also indemnify You under this Section C for Financial Loss where the act or omission directly causing such Financial Loss was committed by an Employee or member in the reasonable belief (judged by an objective standard) that it was made within the legal power of the business or authorised legal power of the Employee or member

**Provided always that:**

- 1 We shall only have a liability under this Extension where a claim arising from the same facts gives rise to an indemnity under a Cover clause of this Section;
2. no indemnity shall be provided where the error giving rise to the claim occurred before the Retroactive Date stated in the Schedule
2. the claim for compensation is made against You during the Period of Insurance;
3. the claim is notified to Us within the Period of Insurance or within 30 days after the end of the Period of Insurance;
4. The amount of any loss of earnings shall be agreed between You and Us before any payment is made to a person on whom notice has been served in calculating the loss of earnings due to any such person there shall be taken into account any sick pay sickness benefit or other payment to which such person may be entitled under any Social Security Act or otherwise; and
5. With Our prior written agreement You may make weekly payments to any person on whom notice has been served on account of loss of earnings as aforesaid but We shall not be bound to reimburse You in respect of such payments until the total amount due shall have been ascertained and agreed.

**5. Ultra Vires**





**Special Exclusions**

Section C - Officials Indemnity does not provide cover for:

**Contractual Liability**

Any claim arising directly or indirectly from any breach of contract or failure to comply with obligations arising out of a contract howsoever caused which is made by a party to that contract unless liability would have arisen notwithstanding the existence of the contract.

**Defamation or Malicious Falsehood**

Losses arising from libel, slander, defamation, malicious falsehood or injurious falsehood

**Defective Work**

The cost of rectifying defective work

**Employment Benefits**

Any claim, costs or losses arising directly or indirectly from breach of any obligation imposed by statute, regulation or common law concerning any health and welfare or other employee benefit programme including pensions, social benefit system or trust established or maintained for the purpose of providing a benefit to any actual, former or prospective director, member or Employee.

**Land or Property Sales or Transfers**

Any claim or losses arising directly or indirectly in relation to land or property sold or transferred by You to another party where defects in the land or property affect the value of that land or property

**Maladministration, Misfeasance or Surcharge**

- a) Any claim wholly or in part attributable to, based upon or caused by any finding of maladministration or censure by either local authority Ombudsman or a court or tribunal of competent jurisdiction unless legal

liability would have attached independently of such finding;

- b) Any claim or loss arising from any actual or alleged misfeasance in public office;
- c) Any surcharge made by the District Auditor or other competent body.

**Pollution and Contamination**

Any claim or losses arising directly or indirectly out of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.

**Products Supplied**

Financial Loss arising from Products Supplied

**Professional Liability, Errors and Omissions**

any claim or loss arising in connection with any error or omission in advice, design or specification other than in the provision of Services by the Business.

**Retroactive Date**

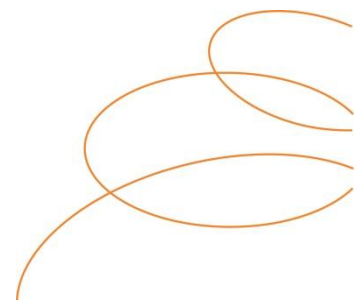
Any claim or loss where the negligent act, error or omission giving rise to it occurred prior to the Retroactive Date stated in the Schedule

**Searches**

Any claim or loss arising in connection with searches or enquiries in relation to land or property other than to the extent expressly indemnified under Insuring Clauses 'Land Charges'.

**Statutory Compensation**

Liability for compensation arising under any statute or regulations made under such statute except to the extent that:





- a) Cover is provided under Extensions 2-3 and 4
- a) liability would have attached to the Insured in the absence of such statute or regulations.

**Ultra Vires**

any claim or loss arising directly or indirectly from any act or omission by a director, member or Employee where that director, member or Employee could not have held the reasonable belief (judged by an objective standard) that they were acting within the legal power of the Business or any other relevant authorised legal power bestowed upon them.

**Special Conditions**

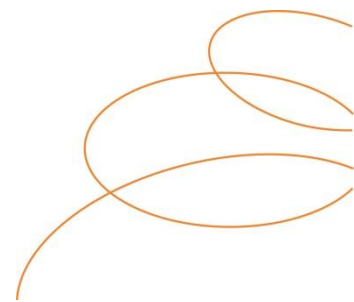
In addition to the General Conditions of this Policy, the following special conditions apply to Section C.

**Illegal Distrain**

The exception of 'damage to property' appearing in the Financial Loss definition will not apply to the disposal of property which has been the subject of illegal distrain.

**Reasonable Care**

You will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise claims being made against You arising out of the conduct of the Services.



**Section D: Defamation, Libel and Slander**

**Cover**

**Defamation, Libel and Slander**

We will indemnify You in respect of all sums which You may become legally liable to pay together with associated Costs and Expenses arising from any claim against You, including under the Defamation Act 2013, or equivalent legislation in any applicable jurisdiction, in respect of any

- b) Libel by a member, director or Employee of Yours, appearing in any publication normal in the Business during the Period of Insurance provided such publications were specifically authorised by You;
- c) Slander in oral utterances made during the Period of Insurance by a member, director or Employee of Yours arising out of and in the course of:
  - i. The discharge of official duties by them on Your behalf
  - ii. In the case of a member or director, official business at meetings of Yours or Your committees or subcommittees, or any occasion when the member or director is specifically authorised to represent You

provided that the claim is first made against You and notified to Us during the Period of Insurance or within 12 months of the end of the Period of Insurance.

**Indemnity to Other Persons**

At Your request We will also indemnify under the 'Cover: Defamation, Libel and Slander'

Clause of this Section, any member, director or Employee provided always that:

- a) the claim is both first made against that director, member or Employee and notified to Us during the Period of Insurance;
- b) You would have been entitled to indemnity under the 'Cover: Defamation, Libel and Slander' Clause of this Section had the claim been made against You;
- c) Any person claiming indemnity:
  - i. Is not entitled to indemnity from any other source
  - ii. was at the time of the incident giving rise to the claim acting within the scope of their authority;
  - iii. will be subject to the terms and conditions of this Policy in so far as they can apply: and
  - iv. agrees to Our having sole conduct and control of any claim.

**Special Exclusions**

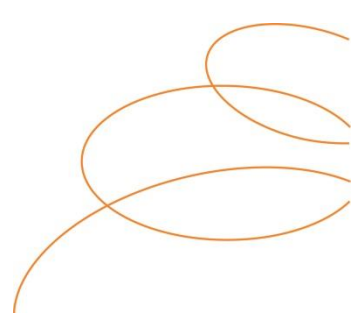
In addition to the General Exclusions under the Policy, Section D - Libel and Slander does not provide cover for:

**Malicious Falsehood or Injurious Falsehood**

Liability arising from malicious falsehood or injurious falsehood

**Members Co-Insurance**

The first 10% of all sums that the Insurer may be called upon to pay under this section in respect of the indemnity provided to members under this section



**Prior Publications**

any publication, transmission or utterance by or on Your behalf which first took place prior to the Period of Insurance.

**Knowledge / intentional defamation, libel and slander**

- i) any publication, transmission or utterance made or undertaken intentionally and in the knowledge that the material or statement therein is false or likely to result in a claim covered under this Section; or
- (ii) any defamation, libel or slander arising from the personal spite or ill will of any Employee, director or member, towards the claimant.

**Contractual liability**

liability which attaches solely by virtue of a contract or agreement

**Withdrawal Costs**

the cost of withdrawal and/or amendment of any publications

**Special Conditions****Reasonable Precautions**

You shall take all reasonable precautions to avoid defamation, libel or slander in the course of your Business and where appropriate shall take legal advice at your own cost.

**Confidentiality**

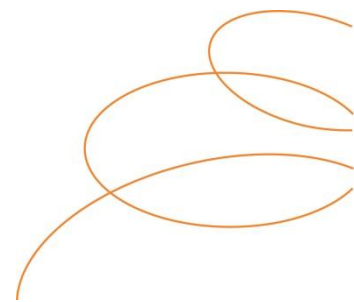
You shall not disclose the existence of this insurance.

**Reparations / Contesting a Claim**

In the event of a claim or occurrence which may give rise to a claim under this Section, unless a Queen's Counsel or similar legal

authority (to be mutually agreed upon) shall advise that any proceedings could be contested with the probability of success, You shall at your own cost:

- i) tender such apologies and offer such amends as such Counsel or legal authority shall advise should properly be made in the circumstances; and/or
- ii) agree to the withdrawal of the offending matter or the publication of any amendment or alteration necessary to secure withdrawal of the claim.



## **Section E: Professional Negligence**

### **Special Definitions**

Unless otherwise stated, or unless an alternative definition is specified, then the following words (highlighted in bold) will be taken to have the same meaning whenever they appear in this section E of Your Policy.

#### **Financial Loss**

(i) Loss or damage other than arising from Bodily Injury, illness or disease; or

(ii) loss of or physical damage to property other than that to which the Services relate howsoever arising, including from any Obstruction, Trespass or Nuisance by the Insured.

#### **Services**

The professional services, other than those which the Insured has a statutory duty to perform, as specified in the Policy Schedule for which a fee is charged or would normally be charged.

### **Cover**

We will indemnify Financial Loss which You may become legally liable to pay together with associated Costs and Expenses in respect of any claim against You directly arising from breach of professional duty by reason of any actual or alleged negligent and accidental act, or omission committed within the Territorial Limits by Your Employee, director or member in the normal execution of their duties as part of the provision of Services by the Business, provided always that the claim is first made against You and is notified to Us during the period of Insurance.

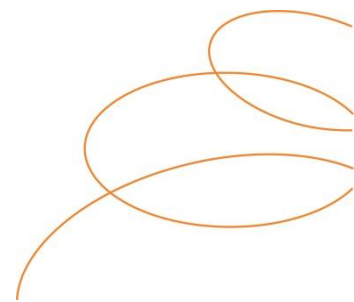
#### **Court Attendance Costs**

We will pay You a daily rate of £500 if any member, Employee or volunteer is required to attend court as a witness at Our request.

### **Employee Dishonesty**

We will indemnify Financial Loss which You may become legally liable to pay together with Costs and Expenses in respect of all claims against You directly arising from any dishonest or fraudulent act or omission on the part of any Employee provided that:

- (i) such dishonest or fraudulent act or omission was made without the consent or connivance of any member director officer or principal of the Insured
- (ii) no person committing or condoning such fraudulent act or omission shall be entitled to indemnity
- (iii) at Our request You shall take all reasonable steps to effect recovery from the person committing or condoning such dishonest or fraudulent act or omission or from the estate and/or legal representatives of such person
- (iv) the following shall be deducted from any amount which but for this sub-clause (iv) would be payable by Us under this insurance:
  - (a) any monies which but for such dishonest or fraudulent act or omission would be due from You to the person committing or condoning such act or omission
  - (b) any monies held by You and belonging to such person
  - (c) any monies recovered following action as described in (iii) above
- (v) We shall not be liable for any claim



arising from any dishonest or fraudulent act or omission committed by

- (a) any person after the discovery by a member, director, officer or principal of Yours or of reasonable cause for suspicion of fraud or dishonesty in relation to that person
- (b) any member, director, officer or principal of Yours

### **Extended Reporting Period**

In the event that You elect not to renew or extend this Policy; and do not affect any similar Policy or scheme of self-insurance in substitution, at the end of the Period of Insurance, and provided We have not refused to offer to renew or extend this Policy at the end of the Period of Insurance or otherwise have sought to exercise our rights to cancel the Policy, then:

Immediately following the expiry of the Period of Insurance You shall be entitled to an extended period of 30 days within which to notify Us of any claims made against You or any occurrence that may give rise to a claim provided the cause of which occurred prior to the expiry of the Period of Insurance and but for the expiry of the Period of Insurance would otherwise be covered under this Policy.

### **Indemnity to Other Persons**

We will also indemnify under the terms of this Section at the Insured's request any Employee or member.

Provided always that:

- a) The Insured would have been entitled to indemnity had the claim been made against the Insured; and
- b) No indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act; and

c) Any person claiming indemnity:

- i. Is not entitled to indemnity from any other source; and;
- ii. Was at the time of the incident giving rise to the claim acting within the scope of their authority; and
- iii. Will be subject to the terms and conditions of this part in so far as they can apply

d) We have the sole conduct and control of any claim.

### **Legal Representation**

We will also cover any reasonable Defence Costs necessarily incurred with Our prior written consent for representation at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate Your affairs that are first instigated against You and notified to Us during the Period of Insurance and which may otherwise be the subject of indemnity under this Policy.

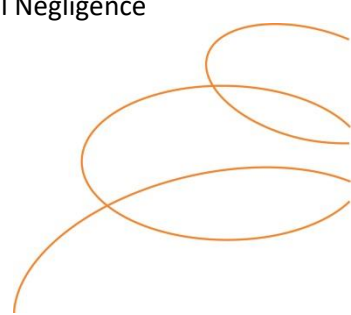
Provided always that Our liability will not exceed £10,000 in the aggregate during the Period of Insurance and this limit will form part of and not be in addition to the Limit of Indemnity stated in the Policy Schedule.

### **Mitigation Costs**

We will indemnify You against any reasonable legal Costs and expenses necessarily incurred with our prior written consent for the sole purposes of mitigating a loss or potential loss that would otherwise be the subject of a claim under this Policy.

### **Special Exclusions**

In addition to the General Exclusions under this Policy Section E - Professional Negligence does not provide cover for:



**Defamation or Malicious Falsehood**

Liability arising from libel, slander, defamation, malicious falsehood or injurious falsehood

**Express Warranties and Guarantees**

Liability arising from any express warranty, guarantee, contractual promise, indemnity, waiver or express agreement given by You unless:

- a) You would have been liable even if there had not been any such warranty, guarantee, contractual promise, indemnity, waiver or agreement
- b) We have agreed in writing to provide an indemnity

**Financial Investment**

Liability arising out of any activities regulated by the Financial Conduct Authority or equivalent authority or any advice or services relating to the financing or investment for any project, scheme or venture

**Joint Ventures**

Liability arising out of Your involvement in any joint venture, consortium, association or other entity of which You form part, unless You have obtained Our prior written consent that such involvement forms part of Your Services

**Pollution or Contamination**

Liability arising directly or indirectly out of Pollution or Contamination, other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

**Prior Circumstances and Claims**

Liability for any:

- a) claim made, threatened or intimated against You prior to the Period of Insurance

- b) claim or loss directly or indirectly arising out of, or in any way involving any fact or circumstance:

- (i) of which written notice has been given, or ought to have been given, under any previous policy (whether insured by Us or not); or
- (ii) of which you first became aware prior to the Period of Insurance and which You knew or ought reasonably to have known might give rise to a claim or loss and which was either disclosed, or in Our reasonable opinion ought to have been disclosed, as part of Your duty to make a fair presentation of the risk to Us prior to inception, renewal or variation of this Policy

**Retroactive Date**

Financial Loss where the breach of professional duty giving rise to it occurred before the Retroactive Date specified in the Policy schedule

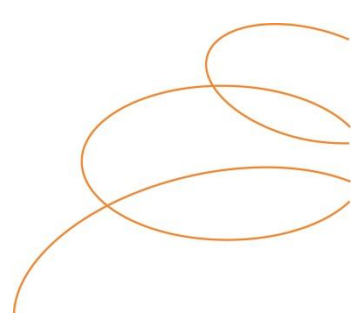
**Virus or Similar Mechanism, Hacking or Denial of Access**

Liability arising out of:

- a) Virus or similar mechanism
- b) Denial of service attack
- c) Hacking or unauthorised use of a computer system or network

**Work Outside the Services**

any claim or loss arising from any act, error or omission committed by an Employee otherwise than in the course of the discharge of their duties on Your behalf in connection with the Services or as expressly indemnified under Cover Clause 'Employee Dishonesty'



**Special Conditions**

In addition to the General Conditions of this Policy the following Special Conditions apply:

**Limit of Indemnity**

The limit of indemnity stated in the Policy Schedule is the Insurer's monetary limit (other than any limit otherwise stated) and applies in the aggregate to all claims made in any one Period of Insurance.

**Queen's Counsel**

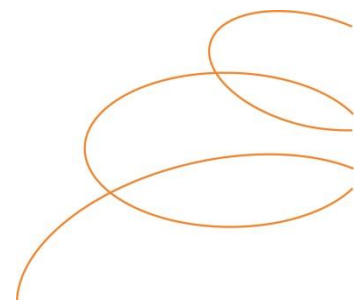
You will not be required to contest any legal proceedings unless a Queen's Counsel or similar authority agreed upon by You and Us advises that on the actual facts of the case concerned such claim could be contested with a reasonable prospect of success.

**Reasonable Care**

You will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise claims being made against You arising out of the conduct of the Services.

**Sole Agent**

The Insured named in the Schedule shall act on behalf of all those entitled to indemnity under this Section with respect to the giving and receiving of notice under this Policy, including the giving of notice of any claim or circumstances, the payment of premium, the receipt and acceptance of any endorsements attaching to and forming part of this Policy





**Section F: Fidelity Insurance**

**Section Definitions**

Unless otherwise stated, or unless an alternative definition is specified, then the following words (highlighted in bold) will be taken to have the same meaning whenever they appear in this section F of Your Policy.

**Computer Fraud**

The unlawful appropriation of assets under the direct or indirect control of Your computer system by means of the direct fraudulent accessing of such computer system by a person other than an Employee by:

- i) the insertion of fraudulent data or instructions into such computer system; or
- ii) fraudulent alteration or manipulation of data, programmes or routines in such computer system

**Discovered or Discovery**

When You or any of Your directors, partners, officers, senior managers, trustees or equivalent persons first have knowledge or suspect any act, omission or event which could reasonably be foreseen to give rise to a Loss covered by this Section even though the exact amount or details of such Loss are not known at the time of first awareness

**Employee**

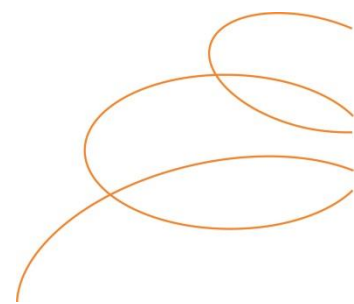
Any natural person who is under a contract of service with You and who is under Your direct control and supervision including

- i any part-time or temporary Employees or persons hired or borrowed by You under the terms of a written agreement
- ii any trustee of Yours while performing acts coming within the scope of the usual duties of an Employee and who is also employed by you as an employee

- iii any students or persons gaining work experience with You
- iv any individual or individuals assigned to perform Employee duties for You by any agency furnishing temporary personnel on a contingent or part-time basis provided however that this Section does not cover any Loss caused by such individual if such Loss is also covered by an insurance or suretyship held by the agency furnishing such temporary personnel to You
- v any bailiff or debt recovery agent acting on Your behalf for recovery of sums due to You

**Employee Benefits**

Any pension, employee benefit, welfare benefit, share save or share option plan or charitable fund or foundation established and maintained by You for the benefit of past, present and future Employees or their respective beneficiaries





**Financial Institution**

A bank, savings or similar investment institution at which You maintain a Funds Transfer

**Fraudulent Transfer Instructions**

In respect of electronic instructions: fraudulent electronic, telegraphic, cable, teletype, Tested telex, Tested facsimile or Tested telephone instructions to a Financial Institution to debit a Funds Transfer and to transfer, pay or deliver funds from such account, which instructions purport to have been transmitted by You or by a person duly authorised by You to issue such instructions but which have been fraudulently transmitted by another; and

In respect of written instructions: fraudulent written instructions to a Financial Institution to debit a Funds Transfer and to transfer, pay or deliver funds from such account, through an electronic funds transfer system at specified times or under specified conditions, which written instructions purport to have been duly signed by You but which have been fraudulently issued, forged or altered by another

**Funds Transfer**

An account, maintained by You at a Financial Institution, from which You or Your authorised representatives may cause the transfer, payment or delivery of funds

- (i) by means of electronic, telegraphic, cable, teletype, Tested telex, Tested facsimile or Tested telephone instructions (communicated directly or through a cash management service or funds transfer system); or
- (ii) by means of written instructions establishing the conditions under which such transfers are to be initiated by such Financial

Institution through an electronic funds transfer system

**Loss**

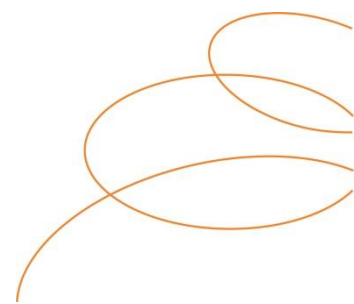
The direct financial loss sustained by You as a result of any single act, single omission or single event, or series of related or continuous acts or omissions or events. A series of related or continuous acts or omissions or events up to the time of Discovery shall be treated as a single act, omission or event.

Notwithstanding the above, Loss shall not include salaries, fees, commission, bonuses and similar Employee Benefits earned in the normal course of employment, including salary increases and promotions, other than bonuses, commissions or profit sharing paid to an Employee for a specific transaction with which such Employee was involved and in respect of which that Employee had committed a fraudulent or dishonest act covered under this Section.

In respect of any Loss covered under this Section as a result of any acts of any bailiff or debt recovery agent, We shall only be liable for the amount that is equal to the sum owing to You by a third party which is sought to be recovered by such bailiff or debt recovery agent

**Money**

Currency, coins, bank notes and bullion and travellers cheques, postal orders, postage stamps, luncheon vouchers, consumer redemption vouchers, gift tokens, trading stamps and phone cards held for sale to the public



**Securities**

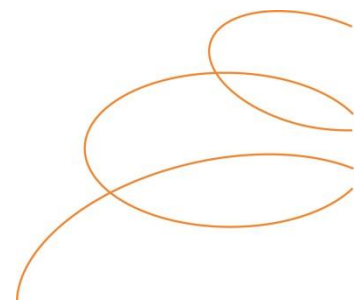
All negotiable and non-negotiable instruments or contracts representing either Money or property and includes revenue and other stamps in current use, tokens and tickets, but does not include Money

**Tested**

A method of authenticating the contents of a communication between You and a customer or a Financial Institution, or between offices of Yours, for the purpose of protecting the integrity of the communication

**Theft**

The dishonest appropriation of property belonging to You with the intention of permanently depriving You of that property



**Cover****A - Employee Fraud**

We shall indemnify You in respect of loss of Money, securities and other property, including credit/procurement cards belonging to procurement employees, resulting directly from one or more fraudulent or dishonest acts committed by Employees engaged in the regular service of You;

Provided that:

- a) such property (including Money, Securities and other property including school funds) is in Your care custody and control and You are legally liable for the Loss thereof;
- b) the Loss is first Discovered by You and reported to Us before expiry of the discovery reporting period;
- c) the indemnity provided by this Section shall not exceed the Limit of Indemnity specified in the Schedule.

**B – Third Party Computer or Funds Transfer Fraud**

We shall indemnify You in respect of Theft of Money, Securities or other property by Computer Fraud or the Theft of Your funds from Your Funds Transfer at a Financial Institution through Fraudulent Transfer Instructions communicated to such Financial Institution. Our liability for all compensation payable is limited to the sum of £250,000 in respect of all claims first made against You and notified to Us during any one Period of Insurance. This limit is subject to the Limit of Indemnity.

**Extensions****1. Auditors Fees**

This Section is extended to indemnify You in respect of auditors fees necessarily incurred by You in excess

of the Deductible, and with Our prior written consent in respect of a Loss falling under the terms of this Section. Any fees incurred under this extension shall form part of the Limit of Indemnity as stated in the Schedule. It is noted and agreed that Auditors Fees shall include fees payable to auditors and legal advisers, additional costs to You of Your own Employees time including additional computer usage costs and stationery costs.

**2. Collusion**

This Section is extended to indemnify You in respect of Loss arising from collusion between Employees and non-Employees.

**Exclusions**

In addition to the general Exclusions of this Policy, We shall not be liable to indemnify You in respect of

1. loss of potential income not in fact earned or other consequential or indirect loss
2. costs, fees and other expenses incurred by You in establishing the existence of or amount of Loss covered under this Section except for those detailed within Extension 1 of this Section
3. loss arising out of a breach of duty owed in a professional capacity by You
4. legal fees, costs and expenses incurred and paid by You in the defence of any demand, claim, suit or legal proceeding which You subsequently establish results directly from a Loss covered under this Section
5. the cost of reproducing or altering Your software programmes or systems
6. loss which wholly or in part consists of exemplary aggravated or punitive damages
7. Loss, or that part of any Loss, where the proof

of existence or amount depends on any comparison of inventory records with a physical count or a profit and loss computation unless You can prove the existence or amount of the Loss through evidence wholly independent of the comparison or computation

8. Any liability in respect of any Loss:
  - (i) arising out of or in connection with any circumstances or occurrences which have been notified to any insurer under any other policy of insurance effected prior to the inception date of this policy
  - (ii) arising out of or in connection with any circumstances or occurrences known to You prior to the inception date of this Policy
9. loss or damage to trade secrets, proprietary information, confidential processing methods, or other confidential information of any kind
10. Loss which arises directly or indirectly out of Terrorism
11. Loss which occurs after the time that You, not acting in collusion with an Employee, shall have knowledge or information that such Employee has committed any dishonest or fraudulent act
12. Loss covered under Section B due to the voluntary giving or surrendering of property in a purchase or exchange whether legitimate or fraudulent
13. any Loss based upon, arising out of or attributable to any Employee Benefits or trading in Securities or derivatives
14. any Loss or part of a Loss arising out of any computer virus or caused by a mechanical failure and/or programming errors
15. any Loss arising from the complete or partial non-payment of or default on any loan, extension of credit, discounted or acquired accounts or

invoices or other transactions of similar characters

## Conditions

### 1. Arbitration

A dispute between You and Us regarding any aspect of this policy or any matter relating to cover thereunder which cannot be resolved by agreement within 6 months, shall be referred to a mutually agreed mediator. If the dispute remains unresolved after mediation, it shall be resolved by arbitration in the London Court of International Arbitration (LCIA).

### 2. Basis of Valuation

In no event shall We be liable under this policy for more than:

- (i) in respect of securities: a) the actual cash value thereof at the close of business on the business day next preceding the day on which the Loss was discovered; or b) for the actual cost of replacing the Securities; whichever is less;
- (ii) the cost of blank books, pages, tapes or other blank materials to replace lost or damaged books of account or other records;
- (iii) the United Kingdom sterling value of a foreign currency based on the rate of exchange published in the Financial Times on, or the day nearest to, the day any Loss involving foreign currency is first Discovered; or
- (iv) in respect of other property not included in (i) to (iii) above, (a) the actual cash value at the time of Loss of such property; or (b) the actual

cost of repairing or replacing such property with property of similar quality and value; whichever is less.

**3. Discovery Period**

Loss is covered under this policy only if first Discovered:

- (i) during the Period of Insurance
- (ii) Not later than 24 months following:
  - (a) the cancellation or termination of this Policy
  - (b) termination of any coverage part of this Policy which applies to such Loss
- (iii) within thirty days of termination of employment

Provided that this Policy is not replaced with any fidelity or crime policy. In the event that this Policy is replaced by any fidelity or crime policy, no Discovery Period shall apply.

**4. Cancellation**

There shall be no liability for any Loss sustained by You unless Discovered prior to cancellation or termination within the terms of Condition 3

**5. Loss under prior policy**

If this Policy replaced an expired policy issued by any insurer and of which any applicable Discovery Period has also expired, cover under this Policy will apply to Loss first Discovered during this Period of Insurance where such Loss would have been covered by such expired policy, provided always that:

- (i) the coverage offered shall be part of and not in addition to the Limit of Indemnity of this Policy;
- (ii) the Loss would have been covered under the terms and conditions of this Policy had

- (iii) this Policy been in force when the Loss was Discovered; and recovery under this Policy shall not exceed the amount which would have been recoverable under the prior policy, if the prior policy had been in force when the Loss was first Discovered

**6. Non-Accumulation of Liability**

Regardless of the number of years the Policy shall continue in force and the number of premiums which shall be payable or paid, the Limit of Indemnity shall not be cumulative from year to year or period to period

**7. Recoveries**

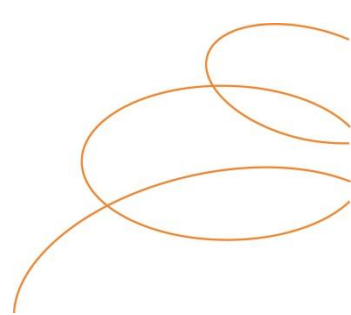
All recoveries made by either You or Us shall be allocated after deducting the reasonable costs of recovery as follows:

- (i) first, You shall be reimbursed for Loss exceeding the Limit of Indemnity or settlement (whichever is less) and the Deductible amount (if applicable);
- (ii) second, We shall be reimbursed for the settlement made;
- (iii) third, You shall be reimbursed for Loss equal to the Deductible amount

**8. Risk Management procedures**

It is a condition precedent to Our liability that You shall at all times comply with the following conditions:

- (i) the statutory accounts are independently audited and any recommendations implemented within an agreed timescale
- (ii) stock is independently checked, (at least once every six months) by an Employee not responsible for daily stock

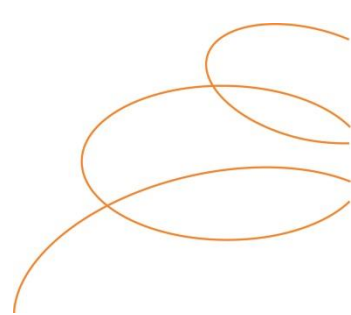


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|---|--|
| <p>(iii) handling or ordering the verification and authentication of all invoices is undertaken by separate Employees and full supporting documentation is provided</p>             | <p>employment and confirmation of honesty of all Employees with responsibility for money and/or property engaged on or after the first inception date of the Policy. Such references shall be obtained independently of the Employee and retained on the Employee's personnel file</p> |
| <p>(iv) part-time and temporary Employees and students gaining work experience with You are under Your direct control and supervision</p>   | <p>(xii) the written authorisation of two officers is required on all purchase contracts for goods or services and is supported by full supporting documentation</p>   |
| <p>(v) cheque requisition/payment instructions and payment authorisation are segregated functions undertaken by separate people</p>   | <p>(xiii) authorising and amendment to fund transfer instructions is subject to a full segregation procedures so that no one Employee is responsible for the fund transfer transaction from commencement to completion</p>   |
| <p>(vi) there is independent verification of supporting documentation before cheque or payment instructions are authorised</p>  | <p>(xiv) dual control is exercised by Employees to verify and authenticate all transactions involving welfare or benefits, housing benefits or council tax payments</p>  |
| <p>(vii) two authorised Employees must approve all cheque and payment instructions exceeding £5,000 in value</p>  |  |
| <p>(viii) cash in hand and petty cash shall be checked independently of the Employee responsible at least monthly</p>   |  |
| <p>(ix) independent monthly reconciliations are performed on all bank accounts and debtors accounts by persons not responsible for the day to day facilitation of such accounts</p> |  |
| <p>(x) update and amendment access to Your computer system is controlled by passwords and Your computer system enforces password changes at least once every two months</p>         |  |
| <p>(xi) You shall obtain written and/or verbal references covering the whole of the preceding two years of</p>  |  |

**Settlement of Loss**

We may, with Your consent, not to be unreasonably withheld, settle any claim for Loss of property with the owners thereof. Any property for which You have been indemnified shall become Our property.

We may, at Our sole discretion, pay such actual cash value, or make such repairs or replacements. If You and We cannot agree upon such value or such cost of repairs or replacements, such cash value or such cost shall be determined by arbitration in accordance with Condition 1 of this Section.



## **Data Protection**

From 25th May 2018 the General Data Protection Regulation (GDPR) came into effect. Protector Insurance is committed to ensuring that privacy is protected and has updated its Privacy Policy accordingly. The Privacy Policy is a statement explaining what data is collected from customers and how it is used. The Privacy Policy can be accessed on the Company website

<https://www.protectorinsurance.co.uk>

**From time to time the contents of this policy may be updated and you should check the website periodically for updates.**

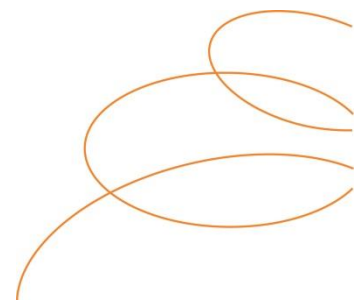
### **Appointed Agent**

Where **you** have declared an existing relationship with an **Appointed Agent** as described below **you** agree that this Agent is a data processor in relation to **your** data and the insurance contract.

**You** agree that all processing undertaken on **your** behalf is performed in a manner compliant with Regulation (EU) 2016/679 EU (GDPR) Article 28 and governed by a separate contract between **you** and the Processor. **You** agree that the contract will contain the provisions, requirements and conditions as prescribed by Article 28 (3) GDPR.

**You** warrant that due to this agreement between **you** and the Agent, the Agent has full capacity, authority and necessary approvals to exchange and process data with **you** and Protector Insurance as required for the purpose of fulfilment of this contract and in line with Protector's published Data Privacy Notice.

**Appointed Agent** is deemed to mean any party other than an appointed advisor or Protector, who performs a service such as claims handling in connection with this policy on **your** behalf.





## Company Information

Protector Insurance is the UK permanent establishment of an overseas Public Limited Company.

We are an Prudential Regulation Authority and Financial Conduct Authority EEA authorised firm, FCA financial services register number: 602381.

Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

Our UK registered office address is: 7th Floor, 3 Hardman Street, Spinningfields, Manchester, M3 3HF. Companies House registration number: FC033034.

Protector delivers land based insurance to commercial and public sector clients and we distribute our products through insurance brokers.

We provide no personal recommendation or advice about the insurance products offered, and any financial advice needed should be sought from an authorised intermediary.

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you.

Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

Provision of Insurance cover for any territory outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, is underwritten by our principal firm, Protector Forsikring ASA.

Protector Forsikring ASA is supervised by the Norwegian financial services regulator, Finanstilsynet. Organisation number: 985279721.

Registered office address: Aker Brygge, Støperigata 2, 0250 OSLO, Norway.

Further information regarding our principal firm's regulatory permissions is available on the Finanstilsynet's registry:

<https://www.finanstilsynet.no/en/finanstilsynets-registry/>

For more information on our principal firm Protector Forsikring ASA, please refer to the Oslo stock exchange:

[https://www.oslobors.no/ob\\_eng/markedsaktivitet/#/details/PROTCT.OSE/insiders](https://www.oslobors.no/ob_eng/markedsaktivitet/#/details/PROTCT.OSE/insiders)

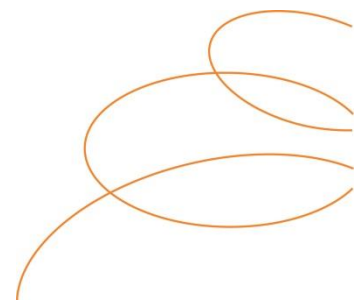
## Your Right to Complain

We're proud of the service we provide to our brokers and clients, but we know that sometimes things can go wrong. Our aim is to get it right, first time every time. If we make a mistake we will learn from it and try to put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected. If we have not resolved the situation within eight weeks and you are an 'eligible' complainant you may be entitled to refer it to the Financial Ombudsman Service. For more information on eligibility please refer to the Financial Ombudsman Service at: <http://www.financial-ombudsman.org.uk/>

Should you wish to make a complaint then it should be directed to:

Customer Relations Manager  
Protector Insurance  
7<sup>th</sup> Floor  
3 Hardman Street  
Spinningfields, Manchester  
M3 3HF  
Tel: 0161 274 9077  
Email:  
[csm@protectorinsurance.co.uk](mailto:csm@protectorinsurance.co.uk)



If your cover was purchased through an intermediary and your complaint relates to the way in which your insurance was sold, the service provided by your intermediary or to a claim, your intermediary will deal with your complaint.

If your complaint is about our service or the policy terms and conditions, your insurance intermediary may refer your complaint to us. We or your insurance intermediary will investigate your complaint and issue a final response letter.

We will acknowledge your complaint within 5 business days of receipt. In the unlikely event that your complaint hasn't been resolved within 4 weeks of receipt, we'll write and advise you of the reasons why and the further action we will take.

Within eight weeks of receipt we will either issue you with a final response letter detailing the outcome of our investigation and our decision, or a letter confirming when we anticipate to have concluded our investigation.

If you are unhappy with the response and you are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust) you may wish to contact the Financial Ombudsman Service

Their address is:

**The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR**

**Consumer helpline number: 0800 0234567**

