

SCHEDULE

General covers			
SECTION	EXCESS		COVER
	(Unless another amount is stated by endorsement or in the policy wording)		
1. PUBLIC AND PRODUCTS LIABILITY	£100		COVERED
Indemnity Limit			£10,000,000
2. EMPLOYERS LIABILITY			COVERED
Indemnity Limit			£10,000,000
3. ALL RISKS	£75		COVERED
Unspecified property sum insured			£15,285
Unspecified property subject to a single item limit of £1500 - UK			
4. MONEY	£75		COVERED
Money Sum insured (during working hours/in transit)			£2,500
Limit in safe			£0
Personal Accident (Assault)	Weekly Benefit	Death Benefit	Permanent Total Disablement
Capital benefits	£100	£10,000	£10,000
5. PROFESSIONAL INDEMNITY	£250		COVERED
Indemnity Limit			£250,000
Retroactive date – 07/07/2018			
6. TRUSTEES AND DIRECTORS INDEMNITY	£250		COVERED
Indemnity Limit			£250,000
7. FIDELITY GUARANTEE	£250		COVERED
Indemnity Limit			£50,000
8. LOSS OF LICENCE			NOT COVERED
9. PERSONAL ACCIDENT			NOT COVERED
10. EQUIPMENT BREAKDOWN			NOT COVERED
11. REPUTATIONAL RISKS	£0		COVERED

	Libel and Slander Indemnity limit	£50,000
	PR Crisis Basis of cover – Any incident	
	PR Crisis Indemnity limit	£50,000
12.	LEGAL EXPENSES	COVERED
	Indemnity Limit	£250,000
	Basis of cover – EPL protection	
13.	CYBER LIABILITY	NOT COVERED

ENDORSEMENTS

215 - ACTIVITIES

1 EXCLUDED ACTIVITIES

The following exclusions are added to WHAT IS NOT COVERED under the Public and Products Liability section:

a) Liability arising from any of the following activities:

- i.
 - abseiling
 - aerial activities of any kind
 - American football or Australian rules football
 - climbing requiring the use of hands as well as feet (other than children's playground equipment)
 - fire walking
 - firework and/or bonfire events organised or run by any **professional supplier**
 - glacier walking or trekking
 - Gaelic football
 - gorge walking and the like
 - gymnastics
 - horse, pony or donkey riding of any kind
 - martial arts or fighting sports of any kind
 - Olympic style weightlifting
 - parkour or freerunning
 - powerlifting
 - professional sport of any kind
 - racing or time trials (other than on foot)
 - rugby
 - tree climbing
 - underground activities of any kind including but not limited to caving and potholing
- ii. football where:
 - **your** football team(s) is (are) participating in a league system (including official training and practice sessions)
 - **you** manage, control or organise a football league system.
- iii. water activities (other than swimming, snorkelling, surfing, windsurfing or the use of non-mechanically propelled watercraft not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast provided they are not used in any white water activity).

b) Liability arising from any activity that involves the use of:

- airborne lanterns
- bicycles other than for normal road use
- cables or wires
- elastic ropes
- fireworks or explosive items (other than as specifically stated as part of **your** Charitable Activities shown in the schedule)
- land, kite or fly boards of any kind
- land, sand or ice yachts of any kind
- motorised fairground rides
- roller blades
- sandboards
- segway vehicles
- skates
- skateboards and hover boards
- skis
- sleds
- snowboards
- snow tubes of any kind
- toboggans
- water based play inflatables
- weaponry.

c) Liability arising from any activity that involves the ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this section, of any:

- motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, quad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped
- trailer used for carrying people (whether fare paying or not) for which compulsory motor insurance or security is not required.

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- d) Liability, other than liability relating to **products** , for any **mobility equipment** hired or loaned out by **you** .

2 PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION

The Public and Products Liability section, subject to its terms, exceptions and conditions, extends to cover the following specified activities whilst under the overall control of any **professional supplier** subject to the special requirement for Insurance Checks for Professional Suppliers of Activities:

- abseiling
- aerial runways
- air rifle shooting
- archery
- assault courses
- BMX riding
- clay pigeon shooting
- climbing wall
- climbing with ropes
- dry slope skiing or boarding
- go-karting
- gymnastics
- horse, pony or donkey riding
- ice skating
- inflatable play equipment
- javelin throwing
- land, kite or fly surfing or boarding
- land, sand or ice yachting
- motorised fairground rides
- Olympic style weightlifting
- paint-balling
- powerlifting
- roller blading
- roller skating
- rope courses
- skateboarding
- zip wires
- zorbing.

62 - DECLARATIONS

Prior to each renewal date, **we** may require **you** to complete a declaration of changes to various factors on which **we** base **your** renewal terms. If changes have occurred, or if **you** fail to submit **your** declaration to **us** , **we** may consequently adjust **our** terms for the forthcoming renewal.

482 - POLICY CHANGES APRIL 2018

The following changes are made to **your** policy:

- A. The policy definition of **professional supplier** is deleted and replaced by:

professional supplier any third party individual, company or organisation, other than **you** or **your employees**, that:

- organises
- runs
- supervises

activities as a business, and provides such activities for **you** with or without a fee being charged

- B. Under the Special requirements for Public and Products Liability of section 1, special requirement 3 Safeguarding policy for children or vulnerable adults is deleted and replaced by:

You are required as a condition precedent to **our** liability:

3 SAFEGUARDING POLICY FOR CHILDREN OR VULNERABLE ADULTS

if **you** or any **employees** or any of **your professional suppliers** work unsupervised with children or vulnerable adults, or who have unsupervised access to children or vulnerable adults, to ensure that:

- a) **you**, any **employees** or any of **your professional suppliers** comply with **your** safeguarding policy established for the protection of children and vulnerable adults, and
- b) **your** written safeguarding policy is regularly reviewed (at least annually), and
- c) all eligible persons working with children or vulnerable adults have undergone Disclosure and Barring Service (DBS) or equivalent checks at the level appropriate to their role prior to engagement in those duties, and
- d) all persons working with children or vulnerable adults receive formal induction training and regular (at least annually) update training on safeguarding.

483 - POLICY CHANGES MAY 2018

The following changes are made to **your** policy:

- A. Under section 1 (Public and Products Liability), extension 6 for data protection is deleted and is replaced by the following:

WHAT IS COVERED

6 DATA PROTECTION

The following definition applies to this extension:

data protection legislation

the Data Protection Act 1998 or any subsequent legislation that specifically replaces this act

- a) **We** will pay all amounts which **you** become legally liable to pay as:
- damages and **costs and expenses** following civil cases against **you** for material and non-material damage, and
 - defence and prosecution costs awarded against **you** following criminal cases resulting from any breach or alleged breach of **data protection legislation** happening during the **period of insurance** in connection with **your activities** .
- b) In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim first made against **you** in the period of insurance in respect of **data protection legislation** then the indemnity provided by this extension is extended to indemnify **you** .

The most **we** will pay for:

- any **claim** for damages and **costs and expenses** following civil cases against **you** is the indemnity limit shown in the schedule
- all **claims** in any one **period of insurance** for defence and prosecution costs awarded against **you** following criminal cases is £100,000.

WHAT IS NOT COVERED

1. Fines or penalties.
2. Punitive, exemplary, aggravated or multiplied damages.
3. Liquidated damages.
4. Costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.
5. Liability arising:
 - a) from or caused by a deliberate or intentional act or omission by **you**
 - b) out of circumstances which may give rise to a **claim** or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **you** at the inception of this extension.
6. Legal liability where indemnity is provided by any other insurance.

Any **claims** :

- a) not insured by this extension
- b) or notices that may give rise to a **claim** , advised to **us** later than twenty-eight days after **you** have received a claim or notice against **you** .

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B. Under section 5 (Professional Indemnity) the following additional exclusion is added to WHAT IS NOT COVERED:

Liability directly or indirectly arising from any regulatory or disciplinary investigations or proceedings.

C. Under section 12 (Legal Expenses) the following exclusion is added to WHAT IS NOT COVERED:

All **insured incidents** to not cover any claims relating to the loss, alteration, corruption or distortion of, or damage to, stored personal data and claims relating to a reduction in the functionality, availability or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism

D. Under section 12 (Legal Expenses) the following changes are made effective from 25th May 2018:

- i. All terms relating to Data protection and Information Commissioner registration shown within insured incident 2 (LEGAL DEFENCE) are deleted.
- ii. Cover for Data Protection is replaced by the following:

WHAT IS COVERED

2 LEGAL DEFENCE

a) **Costs and expenses :**

iii. DATA PROTECTION

for defending the **insured person's** legal rights in respect of civil action taken against the **insured person** for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor by:

- 1. an individual
We will also pay any compensation award up to the indemnity limit shown in the schedule in respect of such a claim
- 2. a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor
We will not pay any compensation award in respect of such a claim.

provided that:

- A. in respect of 1. above any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**
- B. the **insured** requests that **DAS** provides cover for the **insured person** .

WHAT IS NOT COVERED

Any fines imposed by the Information Commissioner or any other regulatory and/or criminal body.

37 - EMPLOYMENT PRACTICES LEGAL PROTECTION

The following changes are made to section 12 Legal Expenses and the policy definitions relating to that section:

1. Policy definitions:

A. The following item is added to the list within the definition of **date of occurrence** :

the date of occurrence for:

h) **insured incident 7** – Statutory licence appeal, is the date when the **insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of or refuse to renew or cancel the **insured's** licence or mandatory registration or British Standard Certificate of Registration

B. The definition of **reasonable prospects** is deleted and replaced by the following:

reasonable prospects

- a) for civil cases arising from all **insured incidents** (other than 1. Employment practices legal protection and compensation awards and 2. Legal defence), the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **DAS** has agreed to, including an enforcement of judgment) make a successful defence or make a successful appeal or defence of an appeal, must be at least 51% **DAS** or a **preferred law firm or tax consultancy on our** behalf will assess whether there are **reasonable prospects**
- b) for criminal cases, there is no requirement for there to be prospects of a successful outcome, however, for civil and criminal appeals the prospects of a successful outcome must be at least 51%

2. Section 12 Legal Expenses:

- A. Exclusion j) (bankruptcy, winding up etc) of the section's introductory text under WHAT IS NOT COVERED is deemed to apply to all **insured incidents** other than 1. a) Employment practices legal protection, 1. b) Compensation awards and 2 Legal defence.
- B. The heading for insured incident 1 is changed to EMPLOYMENT PRACTICES LEGAL PROTECTION AND COMPENSATION AWARDS
- C. Insured incidents 1. a) Employment disputes, 1. b) Compensation awards are deleted and replaced by the following:

WHAT IS COVERED

1 EMPLOYMENT PRACTICES LEGAL PROTECTION AND COMPENSATION AWARDS

a) EMPLOYMENT PRACTICES LEGAL PROTECTION

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

- i. before the issue of legal proceedings in a court or tribunal:
 - a) following the dismissal of an **employee** , or
 - b) where an **employee** or ex- **employee** has contacted ACAS (Advisory, Conciliation and Arbitration Service) to commence the Early Conciliation procedure
- ii. in any unfair dismissal dispute under the ACAS Arbitration Scheme or
- iii. in legal proceedings in respect of any dispute relating to

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WHAT IS NOT COVERED

- 1. Any employment dispute where the originating cause of action arises within the first 90 days of the indemnity provided by this section.
- 2. Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section.
- 3. Employee internal disciplinary or grievance procedures.
- 4. Any claim:
 - a) in respect of damages for personal injury or loss of or damage to property
 - b) arising from or relating to any transfer of business which falls within the scope of the

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| <ul style="list-style-type: none"> a) a contract of employment with the insured , or b) an alleged breach of the statutory rights of an employee , ex- employee or prospective employee under employment legislation. | Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005. |
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If a claim is made under **insured incident** 1. a) exclusions 1. and 2. above will not be enforced if the **insured** can provide written evidence of continuous and equivalent employment legal expenses insurance prior to inception of this section.

b) COMPENSATION AWARDS

Where **DAS** have accepted a claim under **insured incident**

1.a), **we** will pay:

- i. any basic and compensatory award, and/or
- ii. an order for compensation or damages following a breach of the **insured** 's statutory duties under employment legislation

provided that:

- A. in cases relating to performance and/or conduct the **insured** has throughout the employment dispute either:
 - 1) followed the ACAS Code of Disciplinary and Grievance Procedures or
 - 2) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland.
- B. for an order for compensation following the **insured** 's breach of statutory duty under employment legislation, the **insured** has at all times sought and followed the advice given by **DAS** Legal Advice Service since the date when the **insured** should have known about the employment dispute
- C. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the **insured** has sought and followed the advice given by **DAS** Claims Department prior to serving notice of redundancy
- D. the compensation award is awarded by a court or tribunal or through ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **DAS** .

- 1. Any compensation award relating to the following:
 - a) trade union activities, trade union membership or non-membership
 - b) pregnancy or maternity rights, paternity, parental or adoption rights
 - c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996
 - d) civil claims against or statutory rights in relation to trustees of occupational pension schemes.
- 2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- 3. Any award ordered because the **insured** has failed to provide relevant records to **employees** under the National Minimum Wage laws.
- 4. Any compensation award or increase in compensation award ordered by a court or tribunal for failure to comply with a current or previous recommendation made by a tribunal.
- 5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

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- E. the total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance** .

D. The following insured incident is added:

WHAT IS COVERED

7. STATUTORY LICENCE APPEAL

Costs and expenses in an appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel the **insured** 's licence, or mandatory registration or British Standard Certificate of Registration.

E. The following insured incident is added:

WHAT IS COVERED

8. CONTRACT DISPUTES

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

provided that:

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

WHAT IS NOT COVERED

1. Assistance with the application process either in relation to an original application or application for renewal of a statutory licence or mandatory registration or British Standard Certificate of Registration.
2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.

WHAT IS NOT COVERED

1. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT).
If **you** are using:
 - **DAS** 's preferred law firm, **you** will be asked to pay this within 21 days of the claim being assessed as having **reasonable prospects**
 - **your** own preferred law firm, this will be within 21 days of their appointment following confirmation that **your** claim has **reasonable prospects** .If **you** do not pay this amount cover could be withdrawn.
2. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section unless equivalent legal expenses insurance was in force immediately before.
3. Any claim relating to the following:
 - a) a dispute over the settlement amount payable under an insurance policy (**we** will cover a dispute if the **insured** 's insurer refuses the **insured** 's claim but not for a dispute over the amount)

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- b) the:
 - i. sale
 - ii. purchase
 - iii. terms of a lease
 - iv. licence
 - v. tenancy
 of land or buildings other than a dispute with a professional adviser in connection with these matters
- c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
- d) a motor vehicle owned by, or hired by, or leased to, the **insured** other than agreements relating to the sale of motor vehicles where the **insured** is engaged in the business of selling motor vehicles.
- 4. A dispute with an **employee** or ex- **employee** which arises out of, or relates to, a contract of employment with the **insured** .
- 5. A dispute which arises out of the:
 - a) sale or provision of computer hardware, software, systems or services
 - b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the **insured** 's own specification.
- 6. A dispute arising from a breach or alleged breach of professional duty by an **insured person** .
- 7. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

317 - POLICY CHANGES SEPTEMBER 2020 (EXCLUSION OF INFECTIOUS OR COMMUNICABLE DISEASE)

The following changes are made to this policy:

1. The policy definition of **specified disease** is deleted and of no further effect.
2. The following definition is added to this policy:

infectious or communicable disease

any disease, pandemic or epidemic including but not limited to any:

- virus
- bacterium
- parasite
- other organism or infectious matter
- mutation or variation to any of the above

whether:

- living or dead
- natural or artificial
- officially declared an epidemic or pandemic or not

transmitted by any direct or indirect means (whether asymptomatic or not)

3. The following changes are made to the Business Interruption section:

- a) Removal of Specified diseases cover - applicable to any section of the policy covering business interruption, loss of income, loss of revenue, consequential loss or rental income. Any extension that provides cover for specified diseases, murder, suicide, food poisoning, defective sanitation and vermin is deleted and replaced with the following:

WHAT IS COVERED

1 FOOD POISONING, DEFECTIVE SANITATION, VERMIN, MURDER OR SUICIDE

- a) poisoning caused by food or drink provided at the **premises**
b) any accident causing defects in drains or other sanitary arrangements at the **premises** which causes restrictions in the use of the **premises** on the order or advice of the competent local authority
c) any discovery of pests or vermin at the **premises**
d) murder, rape or suicide at the **premises**.

The most we will pay for any **claim** is 25% of the Business Interruption sum insured shown in the schedule or £250,000, whichever is less.

The **indemnity period** in respect of this extension only is re-defined as follows:

the period beginning with the date from which the restrictions on the **premises** are applied (or in the case of cover c) pests or vermin or d) murder, rape or suicide with the date of occurrence) and ending not later than 3 months thereafter during which the results of **your activities** are affected because of the occurrence.

WHAT IS NOT COVERED

1. Costs incurred in the cleaning, repair, replacement, recall or checking of property.
2. Any occurrence that is not at the **premises**.
3. Any **claim** if **you** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

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3. The following changes are made to the Business Interruption section:

- b) Amendment to Bomb scare, emergency action, unlawful occupation - applicable to any section of the policy covering business interruption, loss of income, loss of revenue, consequential loss or rental income. Any extension that provides cover for Bomb scare, emergency action, unlawful occupation is deleted and replaced with the following:

WHAT IS COVERED

2 BOMB SCARE, EMERGENCY ACTION, UNLAWFUL OCCUPATION

access to, or use of the **premises** being prevented or hindered by:

- a) any action of government police or a local authority due to an emergency which could endanger human life or neighbouring property
b) any bomb scare at or in the vicinity of **premises**
c) unlawful occupation of the **premises** by third parties.

The most **we** will pay is £10,000 for all **claims** in any one **period of insurance**.

For the purpose of cover 2.b) (Bomb Scare) general exclusion 5 (Terrorism) does not apply.

For the purposes of this extension only the **maximum indemnity** period is three months.

WHAT IS NOT COVERED

Any:

- a) closure of less than 4 hours duration
- b) **premises** in Northern Ireland
- c) closure of the **premises** by the competent local authority as a result of an occurrence of food poisoning, defective drains or other sanitary arrangements or pests or vermin
- d) unlawful occupation in the course of a dispute between any employer and any **employee** or group of **employees**.

4. General exclusion of infectious or communicable disease

The following general exclusion is added to this policy:

This policy does not cover:

INFECTIOUS OR COMMUNICABLE DISEASE

loss, **damage**, liability, cost, expense or any other sum of whatsoever nature directly or indirectly caused by, resulting from, arising out of or related to or contributed to by:

- a) any **infectious or communicable disease** including but not limited to:
 - i. the fear of a threat (whether actual or perceived) from an **infectious or communicable disease**
 - ii. contamination or fear of contamination (whether actual or perceived) of property by an **infectious or communicable disease**but this shall not exclude direct physical loss or physical damage to insured property at the **premises** occurring during the **period of insurance** resulting directly or indirectly from, or caused by, a peril otherwise insured by this policy
- b) any action taken or failure to take action to prevent, control or respond to any **infectious or communicable disease**.

Provided that:

- this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
- where **we** apply this exclusion the burden of proving the contrary shall be upon **you**
- this exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:

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| a) Employers' Liability | f) Professional Indemnity | k) Terrorism |
| b) Public Liability | g) Trustees' and Directors' Indemnity | |
| c) Medical Malpractice | h) Directors and Officers Liability | |
| d) Reputational Risks | i) Personal Accident | |
| e) PR Crisis Communication | j) Legal Expenses | |