



Public Sector Policy General Terms and Conditions

POLICY WORDING



IMPORTANT NOTICE

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Please contact us immediately if any corrections are necessary.

Any enquiries you may have regarding your Policy may be addressed either to the insurance broker who arranged the Policy for you or directly to us.

CLAIMS PROCEDURE

If you wish to make a claim, please contact the insurance broker who arranged the Insurance or contact us on 01737 787787 or at the address below, quoting your policy number. Please also refer to our on-line guidance on how to make a claim which can be found at www.travelers.co.uk

COMPLAINTS PROCEDURE

Our promise to you

- We will acknowledge complaints promptly
- We will investigate quickly and thoroughly
- We will keep you informed of progress
- We will do everything to resolve your complaint fairly
- We will learn from our mistakes and use your feedback continually to improve our service

What to do if you have a complaint

If you have a complaint, please contact us on 0203 207 6000 or email us at CustomerRelations@travelers.com:

For full information on your rights and how we will handle your complaint, please see our website here:

<http://www.travelers.co.uk/documents/ComplaintsProcedure.pdf>

USING PERSONAL INFORMATION

How we treat information about you and your rights under data protection legislation

In order to provide our insurance services, we (Travelers Insurance Company Limited acting as a Data Controller) will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers' insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,

- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

If your policy includes motor cover, your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC).

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have please click here:

<http://www.travelers.co.uk/main/privacy-policy.aspx>

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The Contract of Insurance

The Named Insured having made to the Company a Proposal and declaration which shall be the basis of this contract and having paid or agreed to pay the premium to the Company the Company will provide the insurance indicated in the Policy Sections during the Period of Insurance stated in the Master Schedule or during any subsequent Period of Insurance for which the Company may accept payment subject to the terms conditions and exclusions contained herein or endorsed hereon

The Policy and the Proposal shall be read as one contract and unless otherwise stated any word or expression to which a particular meaning has been given in the general definitions or specific Section definitions in this Policy shall bear the same meaning wherever it appears in the Policy or specific Section respectively and unless the context requires otherwise

- (a) the singular includes the plural and vice versa
- (b) the male gender includes the female and neutral genders
- (c) person includes a body corporate

General (Terms and Conditions)

General Definitions

1. Abuse

The word 'Abuse' shall mean any illegal or offensive act or omission that results in the maltreatment of a person and which may be of (but not limited to) a physical sexual verbal psychological or emotional or financial nature

2. Agent

The word 'Agent' shall mean any person company firm or subcontractor directly appointed by the Insured to act on their behalf

3. Aggregate Deductible Limit

The words 'Aggregate Deductible Limit' shall mean the maximum amount stated in the Policy in respect of all claims arising under the Policy for which the Named Insured shall be responsible in the aggregate during the Period of Insurance in respect of those amounts stated as a Deductible applying to any Section where stated as subject to the Aggregate Deductible Limit and which once exceeded shall thereafter for the remainder of the Period of Insurance not be the responsibility of the Named Insured

4. Ancillary Equipment

The words 'Ancillary Equipment' shall mean air conditioning equipment generating equipment voltage regulating equipment temperature and humidity recording equipment electronic access equipment heat and smoke detection equipment gas flooding cylinders pipework and computer room partitioning used solely in connection with Computer and Telecommunication Equipment

5. Bodily Injury

The words 'Bodily Injury' shall mean

- (a) death injury disease or illness of any person
- (b) (i) mental injury
- (ii) mental anguish
- (iii) shock

that results in a recognisable psychiatric injury

6. Business

The word 'Business' shall mean any activities of the Named Insured as a public authority and as described in the Master Schedule carried on by the Named Insured at or from premises within the Territorial Limits and shall include

- (a) the ownership occupancy repair maintenance or decoration of the property by the Named Insured

- (b) the provision and management by the Named Insured of the following where such organisations and services are ancillary to the main activities of the Named Insured

- (i) catering sports social welfare and educational organisations

- (ii) health and safety fire first aid medical dental ambulance and security services

owned by the Named Insured in their respective capacities as such

- (c) work carried out by the Named Insured on behalf of any other public authority including but not limited to any

- (i) local authority

- (ii) government department

- (iii) health police or fire authority

- (iv) water authority

- (d) the activities of any other association within the area of control of and acting on behalf of the Named Insured

- (e) activities undertaken by any joint venture which the Named Insured is engaged in which has been declared to and accepted by the Company

- (f) the participation by the Named Insured in exhibitions and corporate events in connection with the business interests of the Named Insured

7. Case Reserve

The words 'Case Reserve' shall mean the monetary amount for

- (a) circumstances that exist and/or

- (b) on the happening of any Event

which may give rise to a claim that is the difference between the expectation of what is the final cost of the claim (including claim expenses embracing legal defence costs and expenses and Claim Investigation Expenses associated with every such claim or potential claim) and what has actually been paid

8. Claim Investigation Expenses

The words 'Claim Investigation Expenses' shall mean costs and expenses incurred by the Company or on its behalf to a third party in connection with the investigation handling and/or control of any claim but for the avoidance of doubt does not relate to claimants and defence costs and expenses or other prosecution defence costs as indemnified under this Policy

9. Company

The word 'Company' shall mean Travelers Insurance Company Limited

10. Compensation

The word 'Compensation' shall mean compensatory damages imposed by law including interest which may be awarded on such damages

11. Computer and Telecommunication Equipment

The words 'Computer and Telecommunication Equipment' shall mean a network of machine components microprocessors computer chips or other computerised or electronic components or equipment capable of accepting information processing it according to a plan and producing the desired results Computer and Telecommunication Equipment includes fixed disks and tape drives printers visual display unit screens modems personal computers remote terminals interconnection wiring and telecommunication equipment

12. Computer Fraud

The words 'Computer Fraud' shall mean the dishonest or fraudulent electronic transfer through use of any computer system of Money securities or property or any other pecuniary advantage or financial benefit to the deprivation of a Third Party and for the purposes of this definition

'securities' means negotiable and non-negotiable instruments or contracts representing either money or other property

'property' means tangible property other than Money or securities

Money shall include electronic cash equivalents

Computer Fraud shall not include Computer Misuse

13. Computer Misuse

The words 'Computer Misuse' shall mean deliberate or accidental misuse abuse or contamination or corruption of hardware equipment software programs data records or information in relation to any computer

Computer Misuse shall include but not be limited to the modification destruction or theft of data or information entrusted to the Insured by the Insured's customers or suppliers that is held on the Computer or Telecommunication System

Computer Misuse shall not include Denial of Access and Computer Fraud

14. Computer or Telecommunication System

The words 'Computer or Telecommunication System' shall mean

(a) Computer and Telecommunication Equipment and tapes disks CD's or other magnetic or optical storage devices and Ancillary Equipment that form part of a computer network used for any purpose other than as stated in (b) hereunder owned leased or rented by the Named Insured or for which they are legally responsible

(b) Computer and Telecommunication Equipment and tapes disks CD's or other magnetic or optical storage devices and Ancillary Equipment that form part of a computer network owned leased or rented by the Named Insured or for which they are legally responsible used for the purpose of operating or controlling machinery or equipment

15. Computer Virus

The words 'Computer Virus' shall mean a piece of code that is designed to corrupt and which has the effect of corrupting (and may destroy alter contaminate or degrade the integrity quality or performance of) data or any computer application software computer network or computer operating system and related software

16. Cybermedia

The word 'Cybermedia' shall mean the internet usenet any extranet the world wide web any web-site e-mail or any bulletin board chatroom or newsgroup

17. Deductible

The word 'Deductible' shall mean the amount for which the Named Insured is responsible the application of which is further defined in General Exclusion 5

18. Denial of Access

The words 'Denial of Access' shall mean the inability of a Third Party who is authorised to do so by the Named Insured

(i) to gain access to the Computer or Telecommunication System

and / or

(ii) to be able to use the Computer or Telecommunication System to communicate with other computers or computer networks

through the use of Cybermedia in a manner in which the Third Party is legally entitled

19. Employee

The word 'Employee' shall mean any person under a contract of service or apprenticeship with the Named Insured

In respect of the Employers' Liability Section and Public and Products Liability Section the word 'Employee' shall include and/or mean

- (a) an director of the Named Insured
- (b) any labour only sub-contractor or labour master or any person supplied by them
- (c) any self-employed person providing labour only
- (d) any person hired to or borrowed by the Named Insured
- (e) any person under work experience or similar schemes
- (f) any volunteer worker acting under the authority of the Named Insured
- (g) members of schemes or associations formed to assist in the activities of the Named Insured
- (h) any Member or Justice of the Peace or Governor during the course of their duties
- (i) Persons seconded from other public authorities
- (j) the staff of the magistrates courts committee
- (k) the returning officer and/or acting returning officer at elections or persons officially acting for them during the course of their duties
- (l) the local registrar of land charges during the course of their duties

whilst working directly for the Named Insured in connection with the Business

Additionally in connection with voluntary aided/endowed controlled and special agreement schools and colleges and similar establishments where such entities are included within the title of the Named Insured the word 'Employee' shall mean

- (i) teachers otherwise in the employment of the Named Insured where participating in authorised out of school activities not forming part of the duties of the said teacher under his/her contract of employment but which at the request of the Named Insured is deemed to be in connection with the Business
- (ii) any Governor manager and trustee of schools colleges and educational establishments within the Named Insured's area in respect of liability arising out of the use of such schools colleges

and educational establishments for educational purposes

- 20. Event**
The word 'Event' shall mean an occurrence or series of occurrences consequent on or attributable to one source or original cause giving rise to indemnity under this Policy
- 21. Governor**
The word 'Governor' shall mean any appointed or elected governor or any person who is a governor by reason of an office held by them from time to time
- 22. Hacking Event**
The words 'Hacking Event' shall mean an attack which allows unauthorised access to the Computer or Telecommunication System by electronically circumventing the security systems and procedures
- 23. Inception Date**
The words 'Inception Date' shall mean the date on which the Policy becomes effective
- 24. Infringement of Intellectual Property Rights**
The words 'Infringement of Intellectual Property Rights' shall mean
 - (a) the infringement or violation of any
 - copyright patent
 - title slogan trade mark trade name trade dress
 - service mark service name
 - registered design
 - trade secrets
 - moral rights
 - database rights
 - semiconductor topography rights
 - or other intellectual property rights or laws
 - (b) plagiarism or any act of passing off or unauthorised use or appropriation of confidential information or domain name or metatag or Uniform Resource Location
- 25. Injury**
The word 'Injury' shall mean
 - (a) Bodily Injury
 - (b) false arrest wrongful detention or false imprisonment or malicious prosecution of any person
 - (c) invasion of privacy wrongful entry or eviction or other invasion of the right of private occupancy
- 26. Insured**
The word 'Insured' shall mean
 - (a) the Named Insured
 - (b) in respect of the Employers' Liability Section and Public and Products Liability Section at the request of the Named Insured the word 'Insured' shall also mean

- (i) any Employee of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the claim had been made against the Named Insured
- (ii) any officers committees or members of the following where such organisations and services are ancillary to the main activities of the Named Insured
 - (A) catering sports social welfare and educational organisations
 - (B) health and safety fire first aid medical dental ambulance and security services owned by the Named Insured in their respective capacities as such
- (iii) any joint venturers where the Named Insured is engaged in a joint venture which has been declared to and accepted by the Company
- (iv) any community or parish or town council within the area of control of the Named Insured where such councils undertake activities on behalf of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the claim had been made against the Named Insured
- (v) any parent teacher association or similar body associated with schools museums libraries or other establishments associated with the Named Insured
- (x) any person to whom the Named Insured has delegated their powers and/or functions
- (xi) any person whilst assisting the Named Insured in an official capacity
- (xii) any foster parent listed in the Named Insured's register but only in respect of their liability for and arising out of
 - (i) Bodily Injury sustained by foster children in the care of such foster parent
 - (ii) accidental damage to or loss of property caused by foster children in the care of such foster parent other than damage to or loss of property belonging to the foster family or any other person residing with the foster family

and for the Public and Products Liability Section only at the request of the Named Insured the word 'Insured' shall also include

- (v) any Governor manager and trustee of schools colleges and educational establishments within the Named Insured's area in respect of liability arising out of the use of such schools colleges and educational establishments for educational purposes (and which shall apply in connection with voluntary aided/endorsed controlled and special agreement schools and colleges and similar establishments where such entities are not included within the title of the Named Insured)
 - (vi) any officers or trustees of the Named Insured's pension scheme(s)
 - (vii) tenants of accommodation rented from the Named Insured but only in respect of their liability arising out of repairs carried out to such accommodation by or on behalf of each tenant
 - (viii) any householder but only in respect of their liability for Bodily Injury sustained by home helps supplied to the householder by the Named Insured
 - (c) the legal personal representative of any party referred to in clause 26(b) above of this definition
- Provided that
- (A) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
 - (B) the Company's aggregate liability to all bodies corporate comprising the Named Insured and any other party or parties shall not exceed any of the specified amounts detailed in the Schedules as sums insured or limits of indemnity or the amount of any other limit stated in the Policy

27. Member

The word 'Member' shall mean

- (a) a councillor or
- (b) a directly elected mayor council leader council manager and other members of the executive (or cabinet) or
- (c) an elected or co-opted member of any committee or sub-committee of the Named Insured

28. Money

The word 'Money' shall mean current coin bank and currency notes postal and money orders bankers drafts cheques giro drafts and payment orders travellers cheques crossed warrants bills of exchange current postage revenue and national insurance stamps stamped national insurance cards national savings certificates war bonds premium savings bonds franking machine impressions debit/credit/charge card sales vouchers luncheon vouchers trading stamps VAT input documents travel tickets travel warrants

authenticated travel certificates telephone paycards
and consumer redemption vouchers

Money shall include electronic cash equivalents for the
purposes of the Network Security Section

Money shall include securities for money for the
purposes of the Property Damage Section and any
optional extension applicable thereto

29. Named Insured

The words 'Named Insured' shall mean anybody
corporate registered or incorporated within the
Territorial Limits and described in the Master Schedule
or their legal personal representative

30. Period of Insurance

The words 'Period of Insurance' shall mean the period
stated in the Master Schedule

31. Policy

The word 'Policy' shall mean this policy document
comprising its general definitions conditions and
exclusions and the Sections stated as operative in the
Master Schedule and any Schedule and endorsement
applicable thereto

32. Proposal

The word 'Proposal' shall mean all information
provided and all statements or declarations made to
the Company by or on behalf of the Named Insured

33. Renewal Date

The words 'Renewal Date' shall mean the first day
immediately subsequent to the expiry of the Period of
Insurance

34. Schedule

The word 'Schedule' shall mean the Schedule to the
Policy

35. Territorial Limits

The words 'Territorial Limits' shall mean Great Britain
Northern Ireland the Isle of Man or Channel Islands

36. Third Party

The words 'Third Party' shall mean a person firm or
company other than the Insured

General Conditions

1. Condition Precedent

The due observance of the terms provisions and amendments of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers and information supplied on or in connection with the Proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy

2. Misrepresentation and Fraud

This insurance shall be voidable

(a) if the Insured has concealed or misrepresented and/or failed to declare any fact or circumstance material to the insurance or its subject matter

or

(b) if the Insured or anyone acting on the Insured's behalf has committed fraud attempted fraud or sworn falsely concerning this insurance or its subject matter

whether before or after loss

If the Insured notifies any claim knowing it to be false or fraudulent as regard amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited

3. Alteration

The Named Insured shall give notice to the Company as soon as reasonably practicable of any fact or event affecting the risks insured by this Policy which is or might be material to the Company

4. Assignment

Assignment of interest under this insurance shall not bind the Company without its written consent

5. Reasonable Care

The Insured at its own expense shall

(a) take all reasonable precautions to prevent or diminish losses or liability arising in connection with the insured risks

(b) comply with all statutory obligations and regulations imposed by any authority

6. Claims (Duties owed by the Insured)

This condition does not apply to the Officials' Indemnity Section and Professional Indemnity Section The Officials' Indemnity Section and Professional Indemnity Section is subject to its own Claims (Duties owed by the Insured) condition

Special Definition

The words 'Letter of Claim' where used in this condition shall mean any request in writing indicating an intention to claim against the Insured that specifies sufficient information about the incident to enable it to

be investigated and includes at least preliminary information as to the nature of the injury or damage sustained or alleged error and as defined in any protocols issued under the Civil Procedure Rules (or any amendments or supervening legislation)

(a) If circumstances should exist and/or on the happening of any Event which in either case may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company in writing

(b) Subject to the provisions set out in sub paragraph (g) below in respect of third party liability claims any pre-action Letter of Claim should be acknowledged or a preliminary response provided in accordance with and within the time period fixed for that purpose in the relevant protocol issued under the Civil Procedure Rules providing details of this Policy and a copy of both the pre-action Letter of Claim and the response shall be forwarded to the Company at the same time

(For avoidance of doubt in relation to a Letter of Claim in respect of personal injury this is within twenty-one days of receipt and in relation to a Letter of Claim in respect of defamation this is within fourteen days of receipt)

Following receipt by the Insured of a pre-action Letter of Claim the Insured shall within forty five days provide to the Company copies of all documents records and minutes of meetings necessary to consider the claim fully The Insured shall also give to the Company all such proofs and information with respect to any claim as the Company may require together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto

(c) Every writ summons or claim form process impending prosecution notice requiring arbitration notice of an inquest or fatal accident inquiry in connection with any such circumstance or event aforesaid shall be immediately forwarded to the Company unacknowledged

(d) Other than as prescribed in (b) within thirty days (seven days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) of any circumstance or Event aforesaid or such further time as the Company may in writing allow the Insured shall give full particulars of the circumstance or event

(e) The Insured if required by the Company shall attend all proceedings and assist the Company in the giving of evidence and the attendance of witnesses and shall give the Company all information and assistance and do and concur in doing whatever the Company may require in connection with any circumstance event or claim

- (f) The Insured shall bear their own costs and expenses under this Condition save to the extent that specific cover is provided within any Section of the Policy
- (g) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company

7. Claims (Company's rights)

This condition does not apply to the Officials' Indemnity Section and Professional Indemnity Section. The Officials' Indemnity Section and Professional Indemnity Section is subject to its own Claims (Company's rights) condition

- (a) The Company may
 - (i) investigate handle and control any claim notified to it at its absolute discretion and may settle compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such claim as it deems appropriate and the costs incurred by the Company in this undertaking (including Claim Investigation Expenses) shall be subject to any Deductible shown in the relevant Section Schedule under which the claim is being brought by the Insured irrespective of whether an indemnity is subsequently provided to the Insured in respect of such claim
 - (ii) at its discretion take over and control the legal representation of the Insured at any inquest inquiry or other proceedings in any Court concerning any matter that has or may give rise to a claim hereunder and/or the defence and settlement of any claim. The Company shall conduct such representation and defence and settlement of claims as it sees fit so to do. In the event that the Company makes any payment the Insured will on demand pay to the Company the amount of the Deductible applicable
- (b) In respect of any applicable specified amounts detailed in the Schedules as limit(s) of indemnity or the amount of any other limit stated in the Policy the Company may at any time pay to the Insured the amount specified (less any sum already paid and less the amount of any Deductible) or any lesser amount for which any claim or claims can be settled (or where no such limit applies pay the amount for which any claim or claims can be settled less any sum already paid and less the amount of any Deductible) and shall then cease to have the conduct and control of the negotiations actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which the Company is liable hereunder. The Company shall not be responsible for any loss which the Insured

may claim to have sustained by reason of the Company having acted in such a way

8. Subrogation

The Company shall be subrogated to all the Insured's rights of recovery against any person or organisation before or after any claims payment under this insurance and the Insured shall provide all relevant information and assistance in this regard. Any recovery made shall be applied first to the Company's outlay and then to the Insured's Deductible in priority to any outstanding uninsured loss of the Insured in the absence of agreement to the contrary.

The Company shall not exercise said rights against any Employee of the Insured unless the claim in question has been brought about or contributed to by the dishonest fraudulent criminal or malicious act error or omission of the Employee.

9. Non-Contribution

This condition does not apply to the Network Security Section or Cybermedia Liability Section which has its own condition.

If at the time any claim arises under this Policy there be any other insurance effected by or on behalf of the Insured covering the same property and/or same liability and/or same protection the Company shall not be liable under this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected.

10. Arbitration

If any difference shall arise between the Company and the Insured as to the amount to be paid under this Policy (liability being otherwise admitted) such difference (provided it does not concern the interpretation of the terms of the Policy) shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

11. Policy Interpretation

The parties to this contract are able to choose the law applicable to this Policy and they agree that the Policy and any dispute concerning its interpretation or application is to be subject to and to be construed in accordance with English law (or Scottish law where the Named Insured's registered address is in Scotland).

Each party agrees (subject as provided in General Condition 10 above) to submit if required to the jurisdiction of any Court of competent jurisdiction within England (or Scotland where the proper law of the contract is Scottish) and to comply with all requirements necessary to give such Court jurisdiction.

12. Cross Liabilities

Where the Named Insured comprises more than one party the Company will indemnify each Named Insured to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount payable shall not exceed the specified amount detailed in the Schedules or elsewhere in the Policy as the Limit of Indemnity regardless of the number of parties claiming to be indemnified

Provided that

- (a) the Company shall not indemnify the Named Insured against liability for which an indemnity is or would be granted under any Employers Liability insurance but for the existence of this Policy
- (b) in respect of claims under the Professional Indemnity Section or Official's Indemnity Section (where operative) this condition will only apply where the claim does not emanate originally from the Named Insured

13. Contracts (Rights of Third Parties) Act 1999

A person firm body corporate or entity who is not the Named Insured has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

14. Premium Adjustment

Where in the Master Schedule any Section of this Policy is shown to be subject to a premium adjustment the Named Insured shall within one month of the expiry of the Period of Insurance forward to the Company such information as the Company may require The Company shall thereupon adjust the premium subject to any minimum premium specified by the Company

15. Cancellation

This insurance or any cover included herein may be cancelled at any time by the Company by giving at least thirty days notice by Recorded Delivery letter to the Named Insured at the last known address The Named Insured shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance

16. Risk Improvements

Any risk improvements deemed necessary by the Company following the Company's survey or surveys of the risk shall be complied with and implemented within the time specified by the Company

The Company reserves the right to review all the terms and conditions of the Policy following the survey or surveys

17. Jurisdiction

This condition does not apply to the Cybermedia Liability Section

Any indemnity provided by this Policy in respect of legal liability to pay Compensation (including claimants costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) unless the Named Insured has requested that there shall be no such limitation and has accepted the terms of the North American Jurisdiction extension clause which may form part of any Section of this Policy and has agreed to pay any additional premium required by the Company

Provided that the indemnity provided by the Employers' Liability Section where operative will not apply to any action for Compensation brought against the Insured in any court outside the European Union

18. Abuse

This condition shall apply in respect of the Public and Products Liability Section and Professional Indemnity Section where insured

In so far as indemnity is provided under the Public and Products Liability Section and Professional Indemnity Section in respect of any legal liability (and or prosecution defence costs and expenses in so far as indemnity is provided under the Public and Products Liability Section) directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse it is understood and agreed that

- (a) any of the specified amounts detailed in the Schedules as limits of indemnity or the amount of any other limit stated in the Policy shall (where not already so stated) be the total amount payable in the aggregate in respect of all claims during any one Period of Insurance and which amount shall be inclusive of all claimants' and defence costs and expenses to the extent indemnified for (and in respect of the Public and Products Liability Section prosecution defence costs and expenses to the extent indemnified for)
- (b) where legal liability is not attributable to a single identifiable event that occurs at a single fixed time and place then for the purpose of what constitutes one claim in respect of the provision of indemnity under this Policy and the application of the Deductible and inter alia paragraph (a) of General Exclusion 5 all occurrences of Abuse suffered by any individual Third Party claimant committed during the Period of Insurance shall be considered individually as one claim
- (c) For the purposes of this condition the reference to Period of Insurance in paragraphs (a) and (b) above shall include any period prior to the Period of Insurance where the insurance is subject to a

retroactive date provision which relates to a period prior to the Period Of Insurance during which any act or omission giving rise to indemnity under the insurance may have been committed

- (d) the insurance provided by the Public and Products Liability Section and Professional Indemnity Section shall not indemnify
 - (i) any medical or dental practitioner whomsoever or
 - (ii) any other person who is an Insured against any legal liability (and or prosecution defence costs and expenses in so far as indemnity is provided under the Public and Products Liability Section) directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse committed by that individual person which is
 - A. dishonest or criminal or fraudulent or
 - B. the result of deliberate wrongdoing or recklessness

For the avoidance of doubt indemnity shall continue to apply in respect of the Named Insured's vicarious liability for such acts of another person but not where Abuse arises out of acts or omissions authorised by the Named Insured or at the request of or with the approval of the Named Insured where such authorisation request or approval is dishonest or criminal or fraudulent or results from deliberate wrongdoing or recklessness

- (e) where indemnity is provided to indemnify the Named Insured for their vicarious liability for the acts of the person or persons committing such Abuse it is hereby noted and agreed for the avoidance of doubt with regard to the application of General Condition 8 that the Company shall exercise said rights against any Employee committing such Abuse which is dishonest or criminal or fraudulent or the result of deliberate wrongdoing or recklessness

General Exclusions

The Company shall not be liable

1. War and Allied Risks; Dispossession of Property; Radioactive Contamination

in respect of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of

- (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Notwithstanding this exclusion it is agreed that in respect of the insurance provided under the Employers' Liability Section where operative indemnity shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies and in this regard the amount of the Limit of Indemnity inclusive of all claimants' and defence costs and expenses payable under Cover clauses 2 3 4 and 5 as stated in the Employers' Liability Section shall only be for the minimum amount required by such relevant law (and accordingly reduced to such amount where the amount of the Limit of Indemnity stated in the Employers' Liability Section is higher)

- (b) permanent or temporary dispossession of any property resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
- (c)
 - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - (iii) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
 - (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph (iv) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared

carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes

- (v) any chemical biological bio-chemical or electromagnetic weapon

but in respect of Bodily Injury sustained by an Employee this exclusion shall apply only when the Insured under a contract or agreement has undertaken either to indemnify another party or to assume the liability of another party in respect of such Bodily Injury

Note

General Exclusions 1(a) and 1(b) shall not apply to the extent required to satisfy the Road Traffic Acts

2. Property Coverages — Civil Commotion in Northern Ireland

under the

- (a) Property Damage Section
- (b) Business Interruption Section
- (c) Computer All Risks Section
- (d) Contract Works Section

where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of any loss destruction or damage in Northern Ireland directly or indirectly caused or occasioned by or happening through or in consequence of civil commotion

3. Property Coverages - Terrorism

under the

- (a) Property Damage Section
- (b) Business Interruption Section
- (c) Computer All Risks Section
- (d) Network Security Section
- (e) Contract Works Section

where operative or any Optional Extension Clauses or endorsements attaching thereto or under any Difference in Conditions or Limits Provision of the Policy where operative for loss destruction or damage or cost or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of a Terrorist Act or any action taken in controlling preventing suppressing or in any way relating to a Terrorist Act other than in respect of loss destruction or damage in England and Wales and Scotland to the extent provided for in the Terrorism Insurance Section of this Policy where operative

In any action suit or other proceedings where the Company alleges that by reason of the term "Terrorist Act" any loss destruction or damage or cost or expense of whatsoever nature is not covered by this Policy the burden of proving that such loss destruction or damage or cost or expense is covered shall be upon the Insured

For the purposes of this exclusion:

- (a) in respect of loss destruction or damage
 - (i) outside England and Wales and Scotland
and/or
 - (ii) to any property which is insured in the name of a private individual and is occupied by that individual for residential purposes

the words “Terrorist Act” shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes

- (b) in respect of loss destruction or damage in England and Wales and Scotland other than loss destruction or damage as described in (a) (ii) above the words “Terrorist Act” shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty’s government in the United Kingdom or any other government de jure or de facto
- (c) the words ‘Difference in Conditions or Limits Provision’ shall mean any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside Great Britain Northern Ireland the Channel Islands or the Isle of Man (hereinafter called the “Locally Issued Policy”) by virtue of its scope of cover or definitions or conditions not indemnify the Insured in whole or in part in respect of loss destruction or damage as insured under the Policy at such premises then the Policy subject to its terms and conditions shall provide indemnity to the extent that such indemnity is not provided by the relevant Locally Issued Policy but which would have been provided had the Locally Issued Policy followed the terms and conditions of this Policy

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

4. Liability Coverages - Terrorism
under the

- (a) Employers’ Liability Section
- (b) Public and Products Liability Section
- (c) Professional Indemnity Section
- (d) Officials’ Indemnity Section
- (e) Motor Fleet Section
- (f) Cybermedia Liability Section

where operative or any Optional Extension Clauses or endorsements attaching thereto or under any Difference in Conditions or Limits Provision of the Policy where operative for legal liability loss damage cost or expense of whatsoever nature directly or indirectly caused or occasioned by or arising from a Terrorist Act or any action taken in controlling preventing suppressing or in any way relating to a Terrorist Act except to the extent stated in the Special Provision — Employers’ Liability Section and Public and Products Liability Section and Motor Fleet Section below

In any action suit or other proceedings where the Company alleges that by reason of the term “Terrorist Act” any legal liability loss damage cost or expense of whatsoever nature is not covered by this Policy the burden of proving that such legal liability loss damage cost or expense is covered shall be upon the Insured

For the purposes of this exclusion:

The words “Terrorist Act” shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes

The words ‘Difference in Conditions or Limits Provision’ shall mean any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside Great Britain Northern Ireland the Channel Islands or the Isle of Man (hereinafter called the “Locally Issued Policy”) by virtue of its scope of cover or definitions or conditions not indemnify the Insured in whole or in part in respect of legal liability loss damage cost or expense as insured under the Policy then the Policy subject to its terms and conditions shall provide indemnity to the extent that such indemnity is not provided by the relevant Locally Issued Policy but which would have been provided had the Locally Issued Policy followed the terms and conditions of this Policy

Special Provision — Employers’ Liability Section and Public and Products Liability Section and Motor Fleet Section

Subject otherwise to the terms conditions and exclusions of the Policy the terrorism exclusion stated above shall not apply and indemnity shall continue to operate to the extent provided for as follows

1. the insurance provided under the Employers’ Liability Section where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers’ Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies

However in this regard the amount of the Limit of Indemnity inclusive of all claimants' and defence costs and expenses payable under Cover clauses 2 3 4 and 5 as stated in the Employers' Liability Section shall continue to be for the amount stated in the Section Schedule and shall not be reduced to the minimum amount required by such relevant law

2. the insurance provided under the Motor Fleet Section where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney in respect of the Insured's legal liability for

- (a) Bodily Injury to any person
- (b) damage to property up to £1,000,000 in respect of any one Event

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

3. the insurance provided under the Public and Products Liability Section shall continue to operate in respect of legal liability for accidental Injury or Damage occurring within Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney arising out of a Terrorist Act

5. Deductible

in respect of the amounts stated as a Deductible for the first part of each and every claim hereunder under one or more Sections of this Policy in respect of an Event as ascertained after the application of the terms conditions and provisions of this Policy including any condition of average and which shall apply to Claim Investigation Expenses incurred in investigating such claim(s) irrespective of whether an indemnity is subsequently provided to the Insured

For the purpose of the application of the Deductible it is agreed that

- (a) in respect of the Employers' Liability Section and Public and Products Liability Section and Officials' Indemnity Section and Professional Indemnity Section and Cybermedia Liability Section where operative all claims under each respective Section attributable to
 - (i) the same act or omission
 - (ii) a series of acts or omissions consequent upon or attributable to the same original cause or source

will be regarded as one claim under each respective Section (for the avoidance of doubt for which the Company's liability shall not exceed any of the specified amounts detailed in the

Schedules as limits of indemnity or the amount of any other limit stated in the Policy and the amount of the Deductible shall form part of such limit of indemnity and the limit of indemnity shall not apply in excess of the amounts stated as a Deductible)

- (b) in respect of the Property Damage Section and Business Interruption Section and Computer All Risks Section and Contract Works Section where operative
 - (i) loss or damage arising from one Event which affects one or more Premises or Business Premises (as defined in the above referenced Sections)
 - (ii) loss or damage to insured property arising during any one period of 72 consecutive hours and caused by storm tempest flooding or escape of water from tanks apparatus or pipes

shall be deemed a single Event and be treated as one claim

- (c) for the avoidance of doubt where claims arise under one or more Sections of this Policy from a single Event each claim under each Section of this Policy will be subject to the Deductible stated in the Schedule in respect of that Section (other than as stated in paragraph (d) that follows)
- (d) in respect of the Property Damage Section and Computer All Risks Section (where operative) where an Event gives rise to indemnity under both the aforementioned Sections and in respect of which a Deductible applies to the claim under each Section then in these circumstances only one Deductible shall be applied and which shall be the highest individual amount in those circumstances where these amounts vary

6. Cyber Risk — Third Party

in so far as indemnity would otherwise be provided under the

- (a) Public and Products Liability Section
- (b) Professional Indemnity Section
- (c) Officials' Indemnity Section

where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of all sums which the Insured shall become legally liable to pay as Compensation and claimants' and defence costs and expenses for and arising out of

A. Defamation and Intellectual Property Rights

- (i) Defamation or malicious falsehood including libel slander injurious falsehood trade libel slander of title slander of goods or disparagement of goods
- (ii) Infringement of Intellectual Property Rights

which is committed or occasioned through the use of Cybermedia

B. Personal Rights

- (i) Infringement of any right to privacy (other than in relation to Data Protection) including privacy in photographs and films or rights under the European Convention on Human Rights
- (ii) Breach of confidence or unauthorised disclosure
- (iii) Unfair treatment that is based on a person's age ethnic background marital status nationality physical or mental disability race colour religion sex or sexual orientation

which is committed or occasioned through the use of Cybermedia

C. Computer Virus

Transmission of any Computer Virus through the use of Cybermedia but this exclusion shall not apply to Bodily Injury or physical damage to tangible property including any resulting loss of use of that property other than

- (i) physical damage to hardware and ancillary equipment and
- (ii) for the avoidance of doubt loss destruction of corruption of or damage to software programs data or information

in relation to any computer

D. Data Protection

Contravention of the requirements of the Data Protection Act 1998 which is committed or occasioned through the use of Cybermedia

E. Computer Fraud and Computer Misuse

Computer Fraud or Computer Misuse committed or occasioned through the use of Cybermedia but in respect of Computer Misuse this exclusion shall not apply to Bodily Injury or physical damage to tangible property including any resulting loss of use of that property other than

- (i) physical damage to hardware and ancillary equipment and
- (ii) for the avoidance of doubt loss destruction of corruption of or damage to software programs data or information

in relation to any computer

F. Denial of Access

- (i) Denial of Access

7. Punitive and other non compensatory Damages in respect of

- (a) exemplary damages
- (b) punitive damages
- (c) aggravated damages
- (d) liquidated damages or damages by way of penalty or fine
- (e) damages resulting from the multiplication of compensatory damages or any payment similar in nature to any of (a) (b) (c) or (d) above

8. Liability Coverages - Asbestos

in so far as indemnity would otherwise be provided under the

- (a) Public and Products Liability Section
- (b) Professional Indemnity Section
- (c) Officials' Indemnity Section

where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of legal liability inclusive of claimants' and defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related to

- (a) the actual alleged or threatened absorption ingestion or inhalation of asbestos in any form by any person

or

- (b) the existence of asbestos in any form



Travelers Insurance Company Limited

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