Holiday Play
Insurance for Holiday Play Schemes
Policy
HolidayPlay Policy

Thank you for choosing Covéa Insurance.

This is your policy. It sets out the details of your insurance contract with Covéa Insurance.

Your premium and the other terms of your policy have been calculated upon the information shown in the policy schedule and recorded in:

- any application for the insurance completed by you or on your behalf (proposal form, Statement of Fact or electronic application);
- any written information supplied by you supplementary to the application for the insurance;
- any declaration in connection with the above.

Please read the policy and schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance broker if you have any questions or if you wish to make any adjustments.
Holiday Play Policy

Introduction

Each section of this policy, the schedule and any endorsements, together with this Introduction and the Definitions, General Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

a) the schedule, and policy endorsements, or this Introduction and the Definitions, General Conditions and General Exclusions shall have the same meaning throughout the policy unless we state otherwise

b) an individual section or any section endorsements shall only have the same meaning throughout such section or endorsement unless we state otherwise.

Any such word or expression given a specific meaning shall be highlighted with bold text within the policy wording.

In return for you having paid or agreed to pay the premium for the period of insurance, we will indemnify you, subject to the terms contained in or endorsed on the policy, in respect of damage, bodily injury or liability or pay other benefits which fall within the insured sections of this policy, provided that the damage or bodily injury, liability or other matter which gives rise to the claim occurs (or in the case of the Employer’s Liability Section is caused or in the case of the Professional Indemnity and Directors’ and Officers’ Liability sections is first notified) during the period of insurance and in connection with the business.

The schedule shows the sections of the policy that are Insured.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore you should ensure that any information you have provided to us and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where you have provided us with information which relates to matters of your expectation or belief, it does not matter if such information turns out to be inaccurate provided that you acted in good faith when you provided us with such information. If you do not comply with your duty to make a fair presentation of the risk, your policy may not be valid or the policy may not cover you fully or at all.

You must also tell us about any facts or changes which affect your insurance and which have occurred either since the policy started or since the last renewal date.
If you are not sure whether certain facts are relevant please ask your insurance broker. If you do not tell us about relevant changes, your policy may not be valid or the policy may not cover you fully or at all.

You should keep a written record (including copies of letters) of any information you give us or your insurance broker.

James Reader  
Chief Executive Officer  
Covea Insurance plc  
Registered in England and Wales No. 613259  
Registered Office: Norman Place, Reading RG1 8DA.
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Helplines

These Helpline services (other than Glass Breakage) are provided by ARAG plc. Helplines are subject to fair and reasonable use.

To help ARAG check and improve service standards, all inbound and outbound calls will be recorded, except those to the counselling helpline.

Legal and Tax Advice
If you have a legal or tax problem relating to your business, we recommend you call ARAG’s confidential legal and tax advice helpline. Legal advice is available 24/7, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within EU law and tax matters within the UK. Your query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

To contact the above services, phone 0344 571 7978 quoting Morton Michel policy and your policy number.

Redundancy approval
ARAG can arrange for specialist advice if you are planning redundancies. This will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available between 9am and 5pm on weekdays (except bank holidays), subject to a charge.

To contact the above service, phone 0117 917 1698 quoting Morton Michel policy and your policy number.

Crisis communication
Where you need help to respond to negative publicity or media attention you can access professional public relations support and crisis communication services.

To contact the above service, phone 0344 571 7964 quoting Morton Michel policy and your policy number.

Counselling
For you and your employees (including family members permanently living with them) needing confidential help and advice, ARAG’s qualified counsellors are available to provide telephone support on any matter that is causing upset or anxiety – from personal problems to bereavement.

To contact the service, phone 0333 000 2082.

The counselling service helpline is open 24 hours a day, seven days a week.

Glass Breakage
A 24 hour Helpline operated by Glassolutions Installations by utilising their nationwide fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by your policy, the cost will be paid direct by us.

To contact Glassolutions phone them on 0333 003 3388.
Customer Service Information

1. Insurers under the policy

Covea Insurance plc is the insurer under this policy except under the Legal Expenses Section, where the insurer is Brit Syndicate 2987 at Lloyd’s.

2. Covea Insurance plc

Covea Insurance plc is registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

Our Financial Services Register number is 202277. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Registered Office: Norman Place, Reading, Berkshire RG1 8DA

3. ARAG plc

ARAG plc is authorised to administer the Legal Expenses Section of this policy on behalf of the insurer Brit Syndicate 2987 at Lloyd’s (written under unique market reference B0356KA233D12A000 or replacement thereof). ARAG plc is registered in England under number 02585818. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd’s, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check this by visiting the Financial Conduct Authority website at www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768 (freephone), or 0300 500 8082.

ARAG plc and Brit Syndicate 2987 at Lloyd’s are covered by the Financial Ombudsman Service.

Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

4. Morton Michel

This policy is arranged for you by Morton Michel Limited.
Morton Michel Limited (‘Morton Michel’) is a private company limited by shares incorporated in England and Wales under registered number 5120835.
Its Registered Office is 3rd Floor, Chancery House, St Nicholas Way, Sutton, Surrey, SM1 1JB; its head office is Alhambra House, 9 St Michaels Road, Croydon, CR9 3DD. It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 527300. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.
5. Accessibility

We are able to provide, upon request, audio tapes, large print and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner. Alternatively, if you have hearing or speech difficulties and have access to a text telephone you can call any of our numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID).

6. Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date.

7. Promise of satisfaction and service

We are confident that your HolidayPlay policy will bring you complete satisfaction. If this policy does not meet your needs, you have the right to cancel it for a period of 14 days from the start date of your policy or from the date you receive this policy document if this happens later. If you cancel it in this period you will receive a full premium refund. If you have made a claim or an incident giving rise to a claim has occurred during this period, you must reimburse us for any claims payments we have made, or may be required to pay. Please see the General Condition - Cancellation on page 43.

8. Confidentiality

We promise complete confidentiality and security in all matters relating to your insurance arrangements.

9. Financial Services Compensation Scheme

The insurers under this policy are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if the insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

10. Notification of a claim

If you have a claim (other than under the Legal Expenses section), or are aware of an incident that could result in a claim, please contact Morton Michel on 0208 603 0943 or Covea Insurance plc on 0330 134 8187.

To ensure we maintain a high quality service, we may monitor or record telephone calls. From the moment you or your insurance broker call, we will take full responsibility for dealing with your claim. When you telephone please ensure you have your policy number and details of the claim to hand.
We will:
• confirm whether the event is insured
• if necessary, arrange for a loss adjuster to contact you
• give you advice on how your claim will be dealt with and any excess you may have to pay.

In most cases you will need to complete a claim form.

If we cannot settle immediately, your claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as your point of contact. We will give you regular progress reports and settle your claim as fairly and promptly as possible.

The claims procedure for Legal Expenses is set out within that section of the policy on page 24.

11. Enquiries or complaints

If you have an enquiry or complaint regarding:
• the suitability of this policy for your needs; or
• the information and advice you received whilst it was originally being discussed; or
• the operation or administration of the policy;

or an enquiry concerning a claim that you may have made you should contact Morton Michel at Alhambra House, 9 St Michaels Road, Croydon CR9 3DD; telephone number 0208 603 0943.

If your complaint relates to the cover under this policy or the way a claim is/has been handled (other than for Legal Expenses cover) you should contact us by either writing to us at the Customer Services Manager, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or by telephone 0330 134 8194 or email information@coveainsurance.co.uk. A copy of Covéa Insurance’s complaints handling procedure is available on request.

If your complaint relates to the Legal Expenses cover, please write to The Customer Relations Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN or by telephone on 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded) or email customerrelations@arag.co.uk.

Should you remain dissatisfied you can pursue your Legal Expenses complaint further with Lloyd’s, One Lime Street, London EC3M 7HA or by telephone on 0207 327 5693 or email them at complaints@lloyds.com. Website www.lloyds.com/complaints.

Using these services does not affect your right to take legal action.

Please be ready to provide all relevant details of your policy and in particular your policy number (if allocated) to help your enquiry or complaint to be dealt with speedily.

You may have the right to refer it to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR; telephone numbers 0800 023 4567 (calls to this number are normally free for people calling from a “fixed line” phone – but charges may apply if you call from a mobile phone) and 0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). Website www.financial-ombudsman.org.uk.

Following this procedure will not affect your legal rights.

Nothing in the terms and conditions of this policy will reduce your statutory rights relating to faulty or mis-described goods or services. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizen’s Advice Bureau.
12. How we use your information

The personal information, provided by you, is collected by or on behalf of Covéa Insurance and may be used by us, our employees, agents and service providers acting under our instruction for the purposes of insurance administration, underwriting, claims handling and for research, or statistical purposes.

We may also share your information with reinsurers and regulators, as required by law. From time to time we may need to undertake some of the processing of your data in countries outside of the European Economic Area, and in such cases we will ensure that there is an agreement in place which gives equivalent assurances as found in the Data Protection Act 1998.

We will not use your information or pass it on to any other person for the purposes of marketing further products or services to you. We will collect sensitive information when dealing with your policy; we will however only collect information that is relevant to your policy, its administration or claims handling.

Your personal information will be kept secure at all times.

Fraud Prevention and Detection
In order to prevent or detect fraud we will check your details with various fraud prevention agencies, who may record a search.

Searches may also be made against other insurers’ databases. If fraud is suspected, information will be shared with those insurers.

Other users of the fraud prevention agencies may use this information in their own decision making processes. We may also conduct credit reference checks in certain circumstances. You can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect your credit rating by contacting Covéa Insurance.

Disclosure of Other People’s Personal Information
You should show this notice to anyone whose personal information you provide to us. You must ensure that any such information you supply relating to anyone else is accurate and that you have obtained their consent to the use of their data for the purposes set out above.

Your Rights
Under the Data Protection Act 1998 you have the right of access to the personal information held about you by us. You can exercise this right by contacting us. We will make a charge of £10 for dealing with these requests. You have the right to request that we correct any inaccuracies in the personal information we hold about you. Please contact your broker or Covéa Insurance if your personal information needs updating.

Consent
By providing us with information, you also provide us with your consent and that of any other person whose information you provide, to the personal information being used for the purposes set out above.
How to Contact Us
If you would like some more detailed information on how we share your personal information, please visit www.coveainsurance.co.uk/dataprotection.

If you have any concerns about our use of your information please write to Customer Relations, Covéa Insurance, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX. Telephone: 0330 134 8194.

If you contact Covéa Insurance by telephone your call may be recorded for training and evidential purposes.

14. Employers Liability Tracing Office

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

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

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers’ liability insurance of their employers, (the “Claimants”):

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

The Database will be managed by the ELTO.

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

By entering into this insurance Policy you will be deemed to specifically consent to the use of your insurance Policy data in this way and for these purposes.
Section 1 – Public and Products Liability

Cover
We will indemnify you against all amounts which you shall become legally liable to pay as damages in respect of
a) accidental bodily injury to any person
b) accidental loss or destruction of or accidental damage to material property
c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property happening in connection with the business and occurring during the period of insurance within the territorial limits.

Additional cover
The cover under this section is extended to include the following

1 Contingent motor liability (non-owned vehicles)
Notwithstanding Special exclusion 2iii) we will indemnify you in respect of legal liability for accidental bodily injury to any person or accidental loss or destruction of or accidental damage to material property arising out of the use of any motor vehicle not your property nor provided by you but being used in connection with the business.

Provided that we shall not be liable under this extension
a) in respect of loss or destruction of or damage to such vehicle or to goods conveyed therein or thereon
b) for bodily injury to any person or loss or destruction of or damage to property arising whilst such vehicle is being driven by or under the control of any person who does not hold a licence to drive such vehicle
c) in respect of any liability in connection with any motor vehicle which to your knowledge does not have the necessary insurance or security to meet the requirements of road traffic legislation
d) in respect of any liability more specifically insured.

2 Corporate Manslaughter
We will indemnify you against
a) legal costs and expenses incurred with our prior written consent and
b) prosecution costs awarded against you in the defence of any criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the business during the period of insurance and which may be the subject of indemnity under this section.

Provided that
i) our liability under this extension shall not exceed the limit of indemnity stated in the schedule during any one period of insurance
ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the schedule
iii) where we have already provided an indemnity in respect of any legal costs or expenses
incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to such proceedings any amount paid or payable by us will be deducted from the amount payable under this extension

iv) we agree in writing to the appointment of any solicitor or counsel who is to act on your behalf prior to their appointment.

We will not be liable for

i) any fines or penalties or the cost of implementing any remedial order or publicity order
ii) an appeal against any fines, penalties, remedial order or publicity order
iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
iv) costs and expenses in connection with an appeal unless advice has been obtained from solicitors or council that there are strong prospects of success
v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by you or any of your directors partners or employees
vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against you in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

3 Cross liabilities
Where there is more than one person named as the insured in the schedule this section shall apply separately to each named person as if each is insured by a separate policy, provided always that our maximum liability in the aggregate to all parties insured shall not exceed the limit of liability in any one period of insurance.

4 Indemnity to members
We will indemnify, at your request, any member of the insured organisation, or any legal representative of such member in the event of their death, against legal liability in respect of which you would have been entitled to indemnity under this policy if the claim had been made against you

Provided that
a) any person indemnified is not entitled to indemnity under any other insurance
b) any person indemnified shall observe, fulfil and be subject to the terms and conditions of the policy so far as they can apply
c) we will retain the sole conduct of any claim
d) our maximum liability in the aggregate for damages to you and any such members shall not exceed the limit of liability.
5 **Indemnity to other persons**

We will indemnify at your request

a) any of your directors, partners or employees

b) any officer, committee member or other person employed by your catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services

c) any director, partner or official for whom, with your consent, an employee is undertaking private work

d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by you for the performance of work

e) the owner of plant hired by you but only to the extent of the conditions of hire

f) any legal representative of any of the above in the event of their death

against legal liability in respect of which you would have been entitled to indemnity under this policy if the claim had been made against you

Provided that

i) any person indemnified is not entitled to indemnity under any other insurance

ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions of this policy as far as they can apply

iii) we will retain the sole conduct and control of any claim

iv) our maximum liability in the aggregate for damages to you and any such persons shall not exceed the limit of liability.

6 **Leased, hired and rented premises**

In the event of the premises being leased, hired or rented to you or in your custody or under your control, Special exclusion 3 relating to such property shall be deemed not to apply provided that we shall not be liable in respect of liability assumed by you under a contract or under a tenancy agreement if such liability would not have attached in the absence of such contract or agreement.

7 **Legal costs and solicitors’ fees**

We will pay in addition to the indemnity provided

a) all legal costs recoverable from you by any claimant

b) any other costs and expenses of litigation incurred with our written consent

c) solicitors’ and counsels’ fees for legal representation at any coroner’s inquest or fatal accident enquiry

**Limits of liability**

Our liability in respect of damages

a) for all occurrences giving rise to a claim or a number of claims arising from products supplied shall not exceed the amount stated in the schedule in any one period of insurance

b) for any other occurrence giving rise to a claim or number of claims which arise from one cause shall not exceed the amount stated in the schedule.
**Special exclusions** *(See also the General Exclusions on page 49)*

We will not be liable under this section in respect of

1. **bodily injury** to any employee arising out of and in the course of his employment by **you** in the **business** *(see Section 2)*

2. a) loss or destruction of or damage to property
   b) **bodily injury** sustained by any person arising from the ownership, possession or use by **you** or on **your** behalf of
      i) any aircraft, aerial device, hovercraft, watercraft, caravan or animal
      ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
      iii) any **motor vehicle**

3. loss or destruction of or damage to
   a) property owned by or leased, hired or rented to **you**
   b) property belonging to or held in trust by or in the custody of or under the control of any **holiday play scheme official** or any child attending the **holiday play scheme**

4. liability which attaches solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement

5. liability arising from or caused by
   a) the use of any **adventure playground equipment**
   b) i) the making up, sale or supply of medicines, drugs, syringes, dressings or medical supplies or equipment of any kind whatsoever
      ii) the making up, sale or supply of cosmetics, toiletries, animal feeds, seeds, fertilisers or pesticides unless of a proprietary manufacture
      iii) any **products** manufactured, constructed or prepared in accordance with their plan, design, formula or specification failing to perform the function for which they are intended by **you**
   c) the provision or administering of any treatment other than
      i) first aid treatment
      ii) the administration of drugs and medicines strictly in accordance with Special condition 2
      iii) the administration or provision of oxygen, gastro feeding, naso-gastric tube feeding, cleaning and changing of feeding or tracheotomy/tracheostomy tubes and emptying/changing stoma bags strictly in accordance with Special condition 3
   d) the provision of any plan, design, formula or specification
   e) the provision of advice or breach of professional duty other than as described in the Professional Indemnity Extension of this section
   f) the use of solaria, sunbeds, saunas and hydro-massage facilities
   g) fund raising activities other than
      i) events of a non-sporting activity nature involving only **holiday play scheme officials**, children who attend the **holiday play scheme** and members of their family
      ii) any other event notified to and accepted in writing by Morton Michel
   h) the use or ownership of velcro wall, “bar fly” or similar equipment
   i) any diagnosis, therapy, or medical advice given or performed
   j) inflatable play equipment, other than **bouncy castles** used by the **holiday play scheme** for the children attending the **holiday play scheme** (or other children in their family)
   k) cycling on public roads
6. loss or destruction of or damage to **products** nor the cost of making good or recalling such **products**
7. loss or destruction of or damage to that part of any property upon which **you** are or have been working
8. fines, penalties or liquidated, punitive, exemplary or multiple damages
9. liability arising from and/or caused by any processes or work in connection with offshore installations for the purposes of this special exclusion only
   a) offshore installation means any platform or rig or any aircraft or vessel servicing a platform or rig
   b) it is understood that any person is deemed to be ‘offshore’ as from the time when they embark onto a conveyance at the point of final departure to an offshore installation and that any person shall continue to be deemed to be ‘offshore’ until such time as they disembark from a conveyance onto land upon their return from an offshore installation.
10. liability arising, directly or indirectly, out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of, **asbestos**
11. the cost of cleaning up, or removal of, or damage to property arising out of any asbestos
12. liability at law for loss, damage, cost or expense of whatsoever nature directly or indirectly arising out of, contributed by, resulted from, or in connection with any of the following, or any action taken in controlling, preventing, suppressing, retaliating against or responding to any of the following, regardless of any other cause or event contributing concurrently or in any other sequence of the loss:
   a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government de jure or de facto or martial law; or
   b) riots, strikes, or civil commotion; or
   c) any act of terrorism
If **we** allege that by reason of this exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses are not covered by this section the burden of proving the contrary shall be upon **you**
13. liability arising from or caused by or contributed to by activities not advised to and agreed in writing by Morton Michel
14. liability caused by or arising from **products** where the action is brought against **you** in any country not being a member of the European Union where **you** have a branch or a parent or a subsidiary company or are represented by a person or company holding **your** Power of Attorney

**Special conditions** *(See also the General Conditions on page 43)*
1. It is a condition precedent to our liability that whenever bouncy castles are used:
   a) the manufacturers’ and/or suppliers’ instructions regarding use, safety and maximum recommended numbers of children must be complied with at all times;
   b) no adult must be allowed to play on the **bouncy castle**;
   c) the location and the moorings for the **bouncy castle** must be safe and suitable;
   d) the **bouncy castle** equipment must be checked by a **holiday play scheme official** before use to ensure that there is no defect or damage;
   e) at least two members of staff must supervise the **bouncy castle** at all times;
   f) safety mats must be in the correct place and kept clear at all times;
   g) supervising staff must be able to see all children on the **bouncy castle** and be close enough to support any child that may come off or be in need of help;
h) the **bouncy castle** must be deflated when not in use;
i) one member of staff must check the **bouncy castle** every half hour to ensure that the moorings are stable, the blower is pumping in air correctly and the air vents are secure;
j) a trained First Aider must be present on site;
k) food and drink must not be permitted on the **bouncy castle**;
l) children must not be permitted to
   (i) wear jewellery, watches or shoes/boots/trainers etc, or have any sharp or pointed objects whilst on the bouncy castle
   (ii) perform any type of acrobatics or climb the walls or supporting pillars of the **bouncy castle**
   (iii) go either around the back or the sides of the **bouncy castle** at any time
   (iv) have access to the **bouncy castle** whilst it is being deflated;
m) children must
   (i) walk on and off the **bouncy castle** on all occasions
   (ii) be grouped in relation to their size and age.

2 It is a condition precedent to liability that the administration of drugs or medicines takes place only under the following conditions:-

a) In all cases:
   (i) The **parent**/guardian of each child attending the **holiday play scheme** must provide details of any known allergy to medication suffered by their child. Such details to be recorded by **you** or **your employees** in the drugs/medicine register and consulted before any emergency administration of drugs or medicines.
   (ii) The drug or medicine must have been prescribed by the child's General Practitioner or consultant or given to the **holiday play scheme** by the child’s **parent**/guardian or the child’s General Practitioner or consultant.
   (iii) The drug or medicine must be kept in a secure place with access only by authorised persons.
   (iv) A clear label, with the child's name, must be attached to the drugs or medicine.
   (v) A drugs/medicine register must be kept showing:
      (a) the child's name
      (b) type of drug/medicine administered
      (c) date and time administered
      (d) dosage
      (e) name and signature of person administering the drug/medicine
      (f) name and signature of witness
      (g) time of notification to child's **parent**/guardian when an administration of drug or medicine has been given in an emergency
      (h) note of any known allergy to medication suffered by children attending the **holiday play scheme**.
   (vi) **You** must familiarise yourself and comply with all relevant requirements of your statutory registering authority concerning the administration of drugs and medicines.
   (vii) **You** must have a letter of authorisation from the child’s **parent**/guardian containing clear instructions for the administration of non-prescribed drugs or medicines, prescribed oral medication or asthma inhalers.

b) In cases where occasional, regular or emergency medication is required such as
epipens, hypodermic injections or tube-administered medication (but not including non-prescribed drugs or medicines, prescribed oral medication or asthma inhalers, which are dealt with under 2 a) above), you must comply with (i) to (vi) above AND IN ADDITION

(viii) You must have a letter from the child’s parent/guardian providing specific consent for you to administer the medication.

(ix) You must have a letter from the child’s General Practitioner or consultant stating:
   (a) what condition the drug or medicine is for with its name
   (b) how and when the drug or medicine is to be given
   (c) what training of personnel is required, if any
   (d) any other relevant information

(x) Training in the administration of the drug or medicine must be as stipulated by the child’s general practitioner or consultant and, if required, you must provide proof of such training.

3 It is a condition precedent to liability that the administration or provision of oxygen, gastro feeding, naso-gastric tube feeding, cleaning and changing of feeding or tracheostomy/tracheotomy tubes and emptying/changing stoma bags takes place only under the following conditions:

a) You must have a letter from the child’s General Practitioner or consultant stating:
   (i) the child’s condition and the health support procedures required
   (ii) what training of personnel is required
   (iii) what medical experience is required
   (iv) any other relevant information.

b) You must have a letter from the child’s parent/guardian providing specific consent for your staff to administer/provide the health support procedures required.

c) You must ensure that any person administering/providing the required health support procedures has the medical experience and training specified by the child’s General Practitioner or consultant and, if required, provide proof of such training.

d) You must familiarise yourself and comply with all relevant requirements of their statutory registering authority concerning the administration/provision of the health support procedures.

4 We may at any time pay to you the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled 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.

5 It is a condition precedent to our liability that:

a) you shall
   (i) carry out all investigations recommended by Ofsted or any other competent authority on all current and prospective employees and
   (ii) where you are required by law to do so, obtain all necessary criminal records and barred list checks in respect of all relevant current and prospective employees and act reasonably in response to the information obtained

6 All visiting instructors or demonstrators must have their own Public Liability insurance covering their activities, effective and with a limit of indemnity of at least £1,000,000.
Any horse riding activity must be at authorised riding centres only, with their own Public Liability insurance, effective and with a limit of indemnity of at least £1,000,000.

A qualified Life Saver or a qualified swimming teacher/coach must be in attendance at all times whenever swimming activities are undertaken.

It is a condition precedent to our liability that whenever trampolines are used:

a) the manufacturers'/suppliers' instructions regarding use, safety and recommended numbers of children must be complied with at all times;

b) the use of such equipment has been notified to Ofsted or other registering authority and no concerns or objections have been raised, and any requirements complied with.
Section 2 – Employers’ Liability

Cover
We will indemnify you against all amounts which you will become legally liable to pay as damages in respect of accidental bodily injury caused during the period of insurance to any employee if such bodily injury arises out of and in the course of their employment by you in the business
a) within the territorial limits or
b) elsewhere in the world in respect of any journey or temporary visit in connection with the business by you or any of your directors, partners or employees normally resident within the territorial limits

Additional cover
The cover under this section is extended to include the following

1 Corporate Manslaughter
We will indemnify you against
a) legal costs and expenses incurred with our prior written consent and
b) prosecution costs awarded against you in the defence of any criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the business during the period of insurance and which may be the subject of indemnity under this section.

Provided that
i) our liability under this extension shall not exceed the limit of indemnity stated in the section and/or schedule during any one period of insurance
ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the schedule
iii) where we have already provided an indemnity in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings, including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to such proceedings, any amount paid or payable by us will be deducted from the amount payable under this extension
iv) we agree in writing to the appointment of any solicitor or counsel who is to act on your behalf prior to their appointment.

We will not be liable for
i) any fines or penalties or the cost of implementing any remedial order or publicity order
ii) an appeal against any fines, penalties, remedial order or publicity order
iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
iv) costs and expenses in connection with an appeal unless advice has been obtained from solicitors or council that there are strong prospects of success
v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by you or any of your directors, partners or employees
vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against you in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

2 Health and Safety at Work etc. Act 1974
We will indemnify you and, at your request, any of your directors, partners or employees against legal costs and expenses incurred, with our written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the period of insurance, including legal costs and expenses incurred with our written consent in an appeal against conviction arising from such proceedings.

We will not be liable for
a) fines and penalties of any kind
b) legal costs and expenses where an indemnity is provided by any other insurance
c) proceedings arising out of any deliberate act or omission by you
d) more than £10,000 in any one period of insurance.

3 Legal costs and solicitors’ fees
We will pay in addition to the indemnity provided
a) all legal costs recoverable from you by any claimant
b) any other costs and expenses of litigation incurred with our written consent
c) solicitors’ and counsels’ fees for legal representation at any coroner’s inquest or fatal accident enquiry.

Limits of liability
Our liability in respect of
a) accidental bodily injury to employees
b) all legal costs recoverable from you by any claimant
c) any other costs and expenses of litigation incurred with our written consent
d) solicitors’ and counsels’ fees for legal representation at any coroner’s inquest or fatal accident inquiry
e) the costs incurred, with our written consent, for defending in a Court Summary Jurisdiction, any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy which arises out of and in the course of employment in the business shall not exceed
i) £5,000,000 as regards bodily injury which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to any act of terrorism
ii) £10,000,000 as regards any other bodily injury
in respect of any one claim against you or series of claims against you arising out of one cause.
Special exclusions (See also the General Exclusions on page 49)
We will not be liable under this section in respect of liability arising from and or caused by any processes or work in connection with offshore installations. For the purposes of this special exclusion only
a) offshore installation means any platform or rig or any aircraft or vessel servicing a platform or rig
b) it is understood that any person is deemed to be “offshore” as from the time when they embark onto a conveyance at the point of final departure to an offshore installation and that any person shall continue to be deemed to be “offshore” until such time as they disembark from a conveyance onto land upon their return from an offshore installation

Special conditions (See also the General Conditions on page 43)
1 The indemnity granted includes protection to you as required by any law relating to compulsory insurance of the employer’s legal liability to his employees whilst employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.
2 If the policy or this section is cancelled then any Certificate of Employers’ Liability Insurance issued by us is deemed to be cancelled at the same time.
3 We may at any time pay to you the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled, 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.
Section 3 – Legal Expenses

Please read this section of the policy carefully and in full to familiarise yourself with the terms and conditions, as well as the claims procedure.

If you are unsure about anything in this section of the policy please contact Morton Michel.

Making a claim

If you need to make a claim you must notify us as soon as possible.

1. Under no circumstances should you instruct your own lawyer or accountant as the insurer will not pay any costs incurred without our agreement.

2. You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or by downloading one at www.arag.co.uk/newclaims

3. We will issue you with a written acknowledgement within one working day of receiving your claim form.

4. Within five working days of receiving all the information needed to assess the availability of cover under this section of the policy, we will write to you either:
   a) confirming the appointment of a qualified representative who will promptly progress the claim for you; or
   b) if the claim is not covered, explaining in full why and whether we can assist in another way.

5. When a lawyer is appointed they will try to resolve your dispute without delay, arranging mediation whenever appropriate.
   Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Cover

Following an Insured event the insurer will pay legal costs & expenses (and compensation awards under Insured event 2 Employment compensation awards) up to the limit of indemnity and aggregate limit specified in your schedule (£1,000,000 aggregate limit per annum under Insured event 2 Employment compensation awards) for all claims related by time or originating cause including the cost of appeals subject to all the following requirements being met.

1. The Insured event arises in connection with the business and occurs within the territorial limits with an occurrence date during the period of insurance.

2. The claim
   a) always has reasonable prospects of success and
   b) is reported to us as soon as the insured person first becomes aware of circumstances which could give rise to a claim.

3. Unless there is a conflict of interest, the insured person always agrees to use the appointed advisor chosen by us in any claim
   a) to be heard by the small claims court or an Employment Tribunal and/or
   b) before proceedings have been or need to be issued.

4. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body.
A claim is considered to be reported to us when we have received the insured person’s fully completed claim form.

**Additional cover**
The cover under this section is extended to include the following Insured events

1 **Employment**
A dispute between you and your employee, ex-employee, or a prospective employee, arising from a breach or an alleged breach of their
a) contract of service with you and/or
b) related legal rights.
A claim can be made under the policy provided that all internal procedures as set out in the
i) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
ii) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland
have been or ought to have been concluded.

**Special exclusions**
Any claim relating to
1 the pursuit of an action by you other than an appeal against the decision of a court or tribunal
2 legal costs & expenses for preparation and representation at an internal disciplinary hearing, grievance or appeal.

2 **Employment compensation awards**
Following a claim we have accepted under Insured event 1 Employment, the insurer will pay any
a) basic and compensatory award
b) Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Tribunal Fees Order 2013
awarded against you by a tribunal or
c) an amount agreed by us in settlement of a dispute.
Provided that:
   a) reasonable prospects of success exist for a wholly successful defence throughout and
   b) compensation is agreed through mediation or conciliation or under a settlement approved by us in advance or awarded by a tribunal judgment after full argument unless given by default.

**Special exclusions**
Compensation awards and settlements relating to:
1 trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements or trade union recognition
2 money due owed under a contract to an employee under a contract or a statutory provision relating thereto
3 civil claims or statutory rights relating to trustees of occupational pension schemes.
3 Employment restrictive covenants
   a) A dispute with your employee or ex-employee which arises from their breach of a restrictive covenant where you are seeking financial remedy or damages. Provided that the restrictive covenant
      i) is designed to protect your legitimate business interests and
      ii) is evidenced in writing and signed by your employee or ex-employee and
      iii) extends no further than is reasonably necessary to protect the business interests and
      iv) does not contain restrictions in excess of 12 months.
   b) A dispute with another party who alleges that you have breached their legal rights protected by a restrictive covenant.

4 Tax protection
   a) A formally notified enquiry into your business tax affairs, or into the personal tax affairs of your directors and/or partners.
   b) A dispute about your compliance with regulations relating to:
      i) Value Added Tax, or
      ii) Pay As You Earn, or
      iii) Social Security, or
      iv) National Insurance Contributions, or
      v) IR35 following a compliance check by HM Revenue & Customs.
   c) An enquiry into your tax affairs, or into the personal tax affairs of your directors and/or partners, arising from an alleged discovery by HM Revenue & Customs. Provided that:
      a) all returns are completed and have been submitted within the statutory timescales permitted
      b) you keep proper records in accordance with statutory requirements
      c) in respect of any appealable matter you have requested an Internal Review from HM Revenue & Customs where available.

Special exclusions
   Any claim relating to:
   1 tax returns which result in HM Revenue & Customs imposing a penalty or which contain careless or deliberate misstatements
   2 an investigation by the Fraud Investigation Service of HM Revenue & Customs
   3 where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the insured person’s financial arrangements
   4 any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
   5 your failure to register for VAT.
5 **Property**
A dispute relating to material property which you own or is your responsibility:

a) following an event which causes damage to your material property

b) following a public or private nuisance or trespass

c) which you wish to recover or repossess from an employee or ex-employee.

**Special exclusions**

Any claim relating to:

1. a contract between you and a third party except for a claim under 5 c)

2. goods in transit or goods lent or hired out

3. compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority

4. a dispute with any party other than the party who caused the damage, nuisance or trespass.

6 **Legal defence**

a) A criminal investigation and/or enquiry by:

i) the police

ii) a health & safety authority or

iii) other body with the power to prosecute

where it is suspected that an offence may have been committed that could lead to

the insured person being prosecuted.

b) An offence or alleged offence which leads to the insured person being prosecuted in a court of criminal jurisdiction.

c) A motor prosecution brought against your directors and/or partners that arises from the use of any vehicle for personal, social or domestic purposes or to commute to or from their place of work.

**Special exclusion**

Any claim relating to a parking offence.

7 **Compliance & regulation**

a) Receipt of a Statutory Notice that imposes terms against which you wish to appeal.

b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.

c) A civil action alleging wrongful arrest arising from an allegation of theft.

d) A claim against you for compensation under Section 13 of the Data Protection Act 1998 including compensation awarded against you provided that you are registered with the Information Commissioner.

e) Receipt of a request to attend Public Childcare Proceedings/Public Law Children Order proceedings (as a respondent or intervener) by a Local Authority or the NSPCC under the Children Act 1989 or Children (Northern Ireland) Order 1995: arising from care provided by an insured person to a child(ren) in the insured person’s professional capacity as a childminder/childcare provider.
Note - Public Childcare Proceedings/Public Law Children Order proceedings are convened when it is considered that a child(ren) is suffering or is likely to suffer significant harm if they remain in the care of the primary care givers. Anyone included in the potential pool of perpetrators of alleged non-accidental injury could be asked to attend any/all of the following:

i) a Case Management Hearing  
ii) a Further Case Management Hearing  
iii) a Fact Finding hearing  
iv) a Final Hearing.

The policy condition regarding Registration which is shown on page 47 shall be waived for the purpose of applying insurance under this Insured event.

**Special exclusions**

Any claim relating to:

1. the pursuit of an action by you other than an appeal  
2. a routine inspection by a regulatory authority  
3. a Health and Safety Executive Fee for Intervention.

**8 Statutory licence appeals**

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew your compulsory registration.

**9 Loss of earnings**

The insured person’s absence from work to attend court, tribunal, mediation, a professional body's disciplinary hearing or regulatory proceedings at the request of the appointed advisor or whilst on jury service which results in loss of earnings.

**Special exclusion**

Any sum which can be recovered from the court or tribunal.

**10 Employees’ extra protection**

At your request

a) where civil proceedings are issued against your employee:
   i) for unlawful discrimination; or
   ii) in their capacity as a trustee of a pension fund set up for the benefit of your employees;

b) where an insured person or a member of their family suffers bodily injury or death as a result of a sudden event

c) a claim arising from personal identity theft targeted at your directors and/or partners.

**Special exclusions**

Any claim under Insured events 10a) or 10b) relating to:

1. defending you  
2. a condition, illness or disease which develops gradually over time.
11 Crisis communication
Following an event which causes your business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on your business, we will
a) liaise with you and your solicitor (whether the solicitor is an appointed advisor under this section, or acts on your behalf under any other section of this policy), to draft a media statement or press release and/or
b) arrange, support and represent an insured person at a press conference and/or
c) prepare communication for your customers and/or a telephone or website script or social media messaging
provided that you have sought and followed advice from our Crisis communication helpline.

Special exclusions
Any claim relating to:
1 legal costs & expenses in excess of £10,000.
2 matters that should be dealt with through your normal complaints procedures.

12 Contract & debt recovery
A breach or alleged breach of an agreement or alleged agreement which has been entered into by you or on your behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if you are claiming for an undisputed debt you have exhausted your normal credit control procedures.

Special exclusions
Any claim relating to:
1 an amount which is less than £200
2 the letting, leasing or licensing of land or buildings where you act as the landlord
3 the sale or purchase of land or buildings
4 loans, mortgages, endowments, pensions or any other financial product
5 computer hardware, software, internet services or systems which
   a) have been supplied by you or
   b) have been tailored to your requirements
6 a breach or alleged breach of a professional duty by an insured person
7 the settlement payable under an insurance policy
8 a dispute relating to an employee or ex-employee
9 adjudication or arbitration.
Special exclusions (See also the General Exclusions on pages 49 to 51)

The insured person is not covered for any claim arising from or relating to:

1. **legal costs & expenses** or compensation awards incurred without our consent

2. any actual or alleged act, omission or dispute happening before, or existing at the start of cover under this section and which the insured person knew or ought reasonably to have known could lead to a claim

3. an allegation against the insured person involving:
   a) malicious falsehood or defamation (except in relation to Insured event 11 Crisis Communication)
   b) the manufacture, dealing in or use of alcohol, illegal drugs, illegal immigration
   c) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)

4. defending a claim in respect of
   a) damages for personal injury (other than injury to feelings in relation to Insured event 1 Employment), or
   b) loss or damage to property owned by the insured person

5. patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Insured event 3 Employment restrictive covenants)

6. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners

7. franchise or agency agreements

8. a judicial review

9. a dispute with us, the insurer, Morton Michel or the party who arranged this cover not dealt with under Condition 6

10. the payment of fines, penalties or compensation awarded against the insured person (except as covered under Insured event 2 Employment compensation awards or 7d) or costs awarded against the insured person by a court of criminal jurisdiction.

11. The insurer will not cover a claim where the insured person’s failure to notify us of within a reasonable time of the occurrence date adversely affects the reasonable prospects of success of the claim or we consider the insurer’s position has been prejudiced.
Special conditions (See also the General Conditions on pages 43 to 48)

Where the insurer's risk is affected by the insured person's failure to keep to these conditions the insurer can cancel this section of the policy, refuse a claim or withdraw from an ongoing claim. The insurer also reserves the right to claim back legal costs & expenses from the insured person if this happens.

1. The insured person’s responsibilities

An insured person must:

a) tell us immediately of anything that may make it more costly or difficult for the appointed advisor to resolve the claim in your favour
b) cooperate fully with us, give the appointed advisor any instructions required, and keep them updated with progress of the claim and not hinder them
c) take reasonable steps to claim back legal costs & expenses and, where recovered, pay them to the insurer
d) keep legal costs & expenses as low as possible
e) allow the insurer at any time to take over and conduct in the insured person’s name, any claim.

2. Freedom to choose an appointed advisor

a) In certain circumstances as set out in 2.b) below the insured person may choose an appointed advisor. In all other cases no such right exists and we shall choose the appointed advisor.

b) If:
   i) we agree to start proceedings or proceedings are issued against an insured person, or
   ii) there is a conflict of interest
      the insured person may choose a qualified appointed advisor except where the insured person’s claim is to be dealt with by the Employment Tribunal or small claims court where we shall always choose the appointed advisor.

c) Where the insured person wishes to exercise the right to choose, the insured person must write to us with their preferred representative’s contact details. Where the insured person chooses to use their preferred representative, the insurer will not pay more than we agree to pay a solicitor from our panel. (Our panel solicitor firms are chosen with care and we agree special terms with them including rates which may be lower than those available from other firms.)

d) If the insured person dismisses the appointed advisor without good reason, or withdraws from the claim without our written agreement, or if the appointed advisor refuses with good reason to continue acting for an insured person, cover will end immediately.

e) In respect of pursuing a claim under Insured event 12 Contract & debt recovery you must enter into a conditional fee agreement (unless the appointed advisor has entered into a collective conditional fee agreement) where legally permitted.
3. Consent
   a) The **insured person** must agree to **us** having sight of the **appointed advisor**'s file relating to the **insured person**'s claim. The **insured person** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
   b) An **insured person** must have **your** agreement to claim under this policy.

4. Settlement
   a) The **insurer** can settle the claim by paying the reasonable value of the **insured person**’s claim.
   b) The **insured person** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
   c) If the **insured person** refuses to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.

5. Barrister's opinion
   We may require the **insured person** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured person**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured person** and **us**. This does not affect the **insured person**’s right under Condition 6 below.

6. Arbitration
   If any dispute between the **insured person** and **us** arises from this section, the **insured person** can make a complaint to **us** as described on Page 8 and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured person**’s concerns and the matter can be dealt with by the Financial Ombudsman Service the **insured person** can ask them to arbitrate over the complaint.

   If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

   If **we** fail to agree on a suitable person to arbitrate the matter **we** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator’s decision shall be binding on the parties.

7. Acts of parliament, statutory instruments and civil procedure rules
   All legal instruments and rules referred to within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.
Definitions (applicable to section 3 - Legal Expenses)

In addition to the policy definitions shown on pages 52 to 56, the following definitions apply to this section. Some definitions that are shown on pages 52 to 56 have a more specific meaning when used under this section and where that is the case the meanings shown below will apply.

appointed advisor
the solicitor, accountant, mediator or other advisor appointed by us to act on behalf of the insured person

collective conditional fee agreement
a legally enforceable agreement entered into on a common basis between the appointed advisor and us to pay their professional fees:
  a) in full where the insured person’s claim is successful or
  b) in part or not at all where the insured person’s claim is unsuccessful

conditional fee agreement
a legally enforceable agreement between the insured person and the appointed advisor for paying their professional fees:
  a) in full where the insured person’s claim is successful or
  b) in part or not at all where the insured person’s claim is unsuccessful

employee
a worker who has or alleges they have entered into a contract of service with you

insured person(s)
you and your directors, partners, managers, employees and any other individuals declared by you to us

insurer
Brit Syndicate 2987 at Lloyd’s (written under unique market reference B0356KA233D12A000 or replacement thereof)

legal costs & expenses
  a) Reasonable legal costs and disbursements reasonably and proportionately incurred by the appointed advisor on the standard basis and agreed in advance by us. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.
  b) In civil claims, other side’s costs, fees and disbursements where the insured person has been ordered to pay them or pays them with our agreement.
  c) Reasonable accountancy fees reasonably incurred under Insured event 4 Tax by the appointed advisor and agreed by us in advance.
  d) Your employee’s basic wages or salary under Insured event 9 Loss of earnings in the course of their employment with you while attending court or tribunal at the request of the appointed advisor or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.

The professional fees and expenses of an appointed advisor selected by us to reduce the actual or anticipated adverse or negative publicity or media attention directed towards you under Insured event 11 Crisis communication.
occurrence date

a) For a civil claim shall be the date of;
i) the event, or
ii) the first in a series of events that arise from the same original cause

that leads to a claim.

b) For criminal cases shall be the date the **insured person** began, or is alleged to have begun, to commit an offence.
c) For HMRC enquiries and compliance disputes, shall be the date the **insured person** disagrees with the outcome of an HMRC Internal Review where the matter is appealable; or otherwise the date when the **insured person** receives notification of the enquiry, or when a non-compliance is raised by the HMRC.
d) For an appeal against the terms imposed by a Statutory Notice shall be the date **you** received the Statutory Notice.
e) For investigations or disciplinary hearings by a professional or regulatory body (other than as in (f) below shall be the date the **insured person** is alleged to have committed a regulatory breach or act of misconduct.
f) For the **insured person**’s attendance at Public Childcare Proceedings or Public Law Childcare Proceedings shall be the date the **insured person** receives a request to attend the proceedings.
g) For an appeal against the decision of a licensing or registration authority shall be the date the **insured person** became aware of the relevant authority’s decision against which they wish to appeal.
h) For Crisis communication shall be the date of publication of material that could cause damage to your business reputation.

reasonable prospects of success

a) Other than set out in b) and c) below, a greater than 50% chance of the **insured person** successfully pursuing or defending the claim and, if the **insured person** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
b) In criminal prosecution claims where the **insured person**
i) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
ii) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
c) In all claims involving an appeal, a greater than 50% chance of the **insured person** being successful.

Where it has been determined that reasonable prospects of success as set out in a), b) and c) above do not exist, the **insured person** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.
small claims court A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the territorial limits where the cover under this section applies.

territorial limits The United Kingdom, Channel Islands and Isle of Man and shall extend to Europe, Norway and Switzerland for Insured events 6 Legal defence and 12 Contract and debt recovery.

we/us/our ARAG plc who is authorised under a binding authority agreement on behalf of the insurer
Section 4 – Group Equipment

Cover under this Section is not provided unless the current schedule is headed “Holiday Play Plus”

Cover

We will indemnify you in respect of loss, destruction or damage to Group Equipment in the premises or to fixed Group Equipment in the open around the premises caused by the following perils:

1. fire (whether resulting from explosion or otherwise) not occasioned by or happening through
   a) its own spontaneous fermentation or heating
   b) earthquake or subterranean fire
2. explosion but excluding loss, destruction or damage (other than loss, destruction or damage by fire resulting from explosion)
   a) caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to you or under your control
   b) in respect of and originating in any vessel, machinery or apparatus or its contents, belonging to you or under your control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
3. aircraft and other aerospacial devices or articles dropped therefrom
4. theft or any attempt thereat involving
   a) forcible and violent entry to or exit from the premises
   b) assault or violence or threat thereof to you or any of your employees but excluding loss, destruction or damage to property in the open
5. riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation but excluding loss, destruction or damage caused in Northern Ireland or resulting from cessation of work
6. malicious persons not acting on behalf of or in connection with any political organisation but excluding loss, destruction or damage
   a) by theft or any attempt thereat
   b) to property in the open
7. earthquake or subterranean fire
8. impact by any mechanically propelled vehicle (whether the vehicle be licensed for normal road use or not) or by goods falling therefrom but excluding loss or destruction of or damage to property in transit
9. storm but excluding loss, destruction or damage
   a) caused by
      i) the escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam
      ii) inundation from the sea, whether resulting from storm or otherwise
      iii) frost, subsidence, ground heave or landslip
   b) attributable solely to change in the water table level
   c) to property in the open
flood but excluding loss, destruction or damage
   a) caused by frost, subsidence, ground heave or landslip
   b) attributable solely to change in the water table level
   c) to property in the open
sudden escape of water from any fixed water installation, tank, apparatus or pipes
sudden escape of oil from any fixed installation
falling trees or branches but excluding loss, destruction or damage
   a) caused by felling or lopping carried out by you or on your behalf
   b) to loose or moveable property in the open.

Additional cover
The cover under this section is extended to include the following

1 Debris removal
The costs and expenses necessarily and reasonably incurred in the removal of debris following loss, destruction or damage to Group Equipment caused by any peril hereby insured against, subject to the adequacy of the sum insured. Provided that we will not be liable for any such costs or expenses
   a) incurred in removing debris except from the site of such insured property so lost, destroyed or damaged and from the area immediately adjacent to such site
   b) arising from pollution or contamination or property not insured by this section.

2 External CCTV equipment and security lighting
This section extends to include loss, destruction or damage to external CCTV equipment and security lighting at the premises, for which you are legally responsible, provided that such property is located and fixed in an inaccessible position.

Our liability will not exceed £1,000 in any one period of insurance.

3 Extinguishment expenses
The cost of refilling fire extinguishing equipment used solely as a consequence of loss, destruction or damage caused by any peril hereby insured against, provided you are responsible for the cost.

4 Fixed outside equipment
Damage to fixtures (including fixed play equipment) in the garden(s) of the premises by any peril hereby insured against other than by perils 10 or 11.
Theft cover subject to there being forcible and violent entry to or exit from the perimeter fencing or gates.
Our liability will not exceed £2,500 in any one period of insurance.

5 Loss of metered water
This section extends to include the cost of loss of metered water for which you are legally responsible arising from loss, destruction or damage at the premises caused by any peril hereby insured against.

Our liability will not exceed £2,500 in any one period of insurance.
6 **Sanitary ware and underground service pipes or cables**

This section extends to include the cost of reinstatement or repair for which **you are** legally liable following accidental damage to

a) fixed sanitary ware and fittings
b) underground service pipes or cables extending from the public mains to the **premises** or the **buildings**. Our liability will not exceed £1,000 in any one **period of insurance**.

7 **Sheds**

The insurance by this section is extended to include the contents of any timber or metal sheds at the **premises** up to:

i) £500 in the aggregate in timber sheds } or such other amounts

ii) £1,000 in the aggregate in metal sheds } as stated in the

iii) maximum £1,000 in the aggregate overall } **schedule**

subject to the adequacy of the sum insured.

8 **Temporary removal**

**Group Equipment** (other than stock) is covered for the perils insured while temporarily removed for cleaning renovation repair or other similar purposes elsewhere on the same premises or to any other premises and in transit thereto and therefrom in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but the amount recoverable hereunder shall not exceed 10% of the sum insured after deducting the value of any stock insured.

9 **Theft damage to the premises**

Damage to the **premises** resulting from theft or any attempt thereat involving forcible and violent entry thereto or exit therefrom. Provided that **you are** responsible for the repair of such damage.

10 **Theft of keys**

The cost of replacing locks or keys to the **premises** or any safe or strongroom therein resulting from loss of keys following their theft

a) involving forcible and violent entry to the **premises** or **your** home or the home of any authorised **employee**

b) by hold up involving assault or violence or threat thereof whilst such keys are in the personal custody of **you** or any authorised **employee**.

Provided that we will not be liable for the cost of replacing locks or keys of any safe or strongroom following theft of the keys if they are left on the **premises** outside **business hours**. **Our** liability will not exceed £1,000 in any one **period of insurance**.

**Limit of liability**

**Our** liability in respect of any one occurrence will not exceed the sum insured by this section.

**Sum insured**

As shown in the **schedule**, subject to General Condition 17 - Underinsurance.
Basis of claims settlement

Following loss, destruction or damage insured by this section and subject to the adequacy of the sums insured and to the limits of liability we will pay in respect of

a) stock - the cost price of replacing the goods at the time of the loss, destruction or damage

b) deeds, documents and business books - their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to you of the information contained therein

c) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to you of the information contained therein, for an amount not exceeding 5% of the sum insured on Group Equipment

d) patterns, models, moulds, plans and designs - the value of the materials only together with the cost of labour expended in reinstatement of such property

e) all other property - the cost of repairing or reinstating the property equal to its condition when new

Provided that

i) this is carried out without delay and in the most economical manner

ii) when property is partially lost, destroyed or damaged our liability shall not exceed the estimated reinstatement cost which would have been payable had it been wholly lost or destroyed

iii) until reinstatement has been carried out no payment shall be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation

iv) for the purpose of this sub-paragraph General Condition 17 - Underinsurance shall be deemed to read - whenever a sum insured is declared to be subject to this underinsurance condition, if at the time of repair or reinstatement, the amount representing the cost which would have been incurred in repair or reinstatement if the whole of the property insured by any item insured hereby had been lost or destroyed, exceeds the sum insured by such item at the commencement of the loss, destruction or damage, then you shall be considered as being your own insurer for the difference and shall bear a rateable proportion of the loss

v) where for any reason no payment is to be made on the basis of repair or reinstatement as new (liability being otherwise admitted) then our liability will be arrived at as if this basis of claims settlement had not been incorporated herein and sub-paragraph e) shall then be deemed to read - all other property - the cost of repair or replacement at the time of the loss, destruction or damage after due allowance of wear, tear or depreciation.

Special exclusions (See also the General Exclusions on page 49)

We will not be liable under this section for

1 the first £100 of each claim after the application of the underinsurance condition

2 loss, destruction or damage caused by other authorised users of the premises

3 loss, destruction or damage occurring outside business hours unless the Group Equipment is stored in a securely locked hall, room or cupboard at the premises

4 loss, destruction or damage to Group Equipment stored in any outbuilding unless advised to and agreed in writing by Morton Michel
loss, destruction or damage to **Group Equipment** stored in any outbuilding or basement caused by storm, flood, sudden escape of water from any fixed water installation, tank, apparatus or pipes, unless such property is raised at least
a) 100mm above the ground floor level of the outbuilding
b) 300mm above the floor level of the basement

6 loss of metered water except where such loss is caused by any peril hereby insured against

7 losses not directly associated with the incident that caused you to claim.

**Special condition** *(See also the General Conditions on page 43)*

1 In the event of a claim under this section, we may impose an **excess** during the term of any **period of insurance** until any required risk improvements have been implemented.

**Additional clauses**

(a) **Non-invalidation**

The insurance by this section, other than loss, destruction or damage by theft or any attempt thereat, shall not be invalidated by any act or omission or by any alteration whereby the risk of loss, destruction or damage is increased, unknown to you or beyond your control, providing that you, immediately you become aware thereof, shall given notice to us and pay an additional premium if required.

(b) **Workmen**

Workmen are allowed in all or any of the **buildings** for the purpose of effecting minor alterations, repairs, decorations and maintenance without prejudice to this insurance.
Section 5 – Group Money

Cover under this Section is not provided unless the current schedule is headed “Holiday Play Plus”

Cover

We will indemnify you in respect of physical loss of money occurring within the territorial limits.

Limits of liability

Our liability will not exceed the limits stated below (or such other amounts stated in the schedule) in respect of any one occurrence.

<table>
<thead>
<tr>
<th>Item</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>in transit in the personal custody of any authorised holiday play scheme official or whilst contained in bank night safe £2,000</td>
</tr>
<tr>
<td>2</td>
<td>on the premises during business hours £2,000</td>
</tr>
<tr>
<td>3</td>
<td>in your home or the home of any authorised holiday play scheme official £1,000</td>
</tr>
<tr>
<td>4</td>
<td>on the premises outside business hours contained in locked safes £1,000</td>
</tr>
<tr>
<td>5</td>
<td>on the premises outside business hours not contained in a locked safe £350</td>
</tr>
</tbody>
</table>

Special exclusions (See also the General Exclusions on page 49)

We will not be liable under this section for
1. the first £50 of each claim
2. loss from any unattended vehicle
3. any loss due to the fraud or dishonesty of any holiday play scheme official unless such loss is discovered within seven working days of the date of its occurrence
4. clerical or accounting errors or shortages due to error or omission
5. loss caused by dishonoured cheques or by the use of counterfeit money
6. losses not directly associated with the incident that caused you to claim.

Special conditions (See also the General Conditions on page 43)

1. A true and complete account must be kept of all money in transit and on the premises and such record must be deposited in a secure place other than in any safe containing the money.
2. During business hours any safe must be kept locked other than when money or other property is being placed therein or removed therefrom and the keys kept in your personal custody or the personal custody of any authorised holiday play scheme official.
3. Outside business hours any safe must be kept locked and its keys removed from the premises.
4. Money on the premises during business hours must be kept in a locked safe or locked desk or locked filing cabinet.
5. One copy of each completed credit card voucher must at all times be kept in a secure place separate from its counterpart.
Special extension - Personal Assault

Cover

We will pay as compensation to you or your legal personal representative the relevant amount shown below if in the course of the business an holiday play scheme official aged between 16 to 70 years sustains accidental bodily injury consequent upon robbery or hold up or any attempt thereat occurring within the territorial limits and such bodily injury directly and independently of any other cause results within twelve months in death, loss or disablement as stated in the Results.

Results

<table>
<thead>
<tr>
<th>Compensation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Death</td>
<td>£20,000</td>
</tr>
<tr>
<td>2 Loss of limb</td>
<td>£20,000</td>
</tr>
<tr>
<td>3 Loss of sight</td>
<td>£20,000</td>
</tr>
<tr>
<td>4 Permanent total disablement</td>
<td>£20,000</td>
</tr>
<tr>
<td>5 Temporary total disablement</td>
<td>£50 per week</td>
</tr>
</tbody>
</table>

Special exclusions (See also the General Exclusions on page 49)

We will not be liable under this Special extension for death loss or disablement caused by

1 a holiday play scheme official being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction
2 pregnancy or childbirth
3 any communicable disease.

Special conditions (See also the General Conditions on page 43)

1 Compensation shall not be payable for more than one of Results 1-4 in respect of any one holiday play scheme official.
2 Compensation shall not be payable for Result 5
   a) until the end of the period of disablement but we may at our discretion make interim payments
   b) for more than 104 weeks from the date of sustaining injury in respect of any one bodily injury.
3 The total amount payable as compensation under Result 5 shall be deducted from any subsequent compensation payment under Results 1-4 that follows from the same cause.
4 A holiday play scheme official shall as often as required submit to a medical examination on our behalf at our own expense and in the case of death we shall be entitled to have a post mortem examination at our own expense.
Section 6 – Terrorism (optional)

Cover under this Section is not provided unless it is shown as being operative in the current schedule.

Terrorism – Property Damage
This sub-section applies to the property insured as described, defined and specified as insured in the General Cover provided by this policy, save only that any insurance in respect of loss of rent or cost of alternative accommodation shall be deemed to be insured by the Terrorism – Consequential Loss sub-section of this section.

Cover
We will indemnify you in the event of loss, destruction or damage to the property insured, insofar and to the extent that it is insured in Great Britain by the General Cover and in respect of which there is an operative section in the schedule, the cause of which is 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.

Special exclusions
We will not be liable under this section in respect of:
1. loss, destruction or damage or consequential loss directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
   a) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
   b) virus or similar mechanism or hacking or denial of service attack or phishing in respect of any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether belonging to you or not
2. loss, destruction or damage or consequential loss in respect of:
   a) any nuclear installation or nuclear reactor
   b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
   c) any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy other than any Goods in Transit section, sub-section or extension of the General Cover provided by this policy insofar as it relates to loss, destruction or damage occurring in Great Britain
   d) any other type of property which is specifically excluded elsewhere in this policy
   e) bankers blanket bond
Special conditions *(See also the General Conditions on page 43)*

1. This section is concurrent and conjunctional with and dependent upon the General Cover provided by this policy.

2. This section is not subject to any of the General Exclusions of this policy other than those stated in the Special exclusions of this section.

3. This section is subject to all the other terms, sums insured, limits of liability, definitions, provisions, bases of claims settlement and conditions which apply to the General Cover provided by this policy (including but without limitation any excess or deductible to be borne by you) except as expressly varied hereby.

4. In any action, suit or other proceedings where we allege that any loss, destruction, damage or consequential loss is not covered by this section the burden of proving that such loss, destruction, damage or consequential loss is covered shall be upon you.

5. This section is not subject to General Condition 13 Reinstatement of sum insured, nor to any Inflation protection or to any Long Term Agreement or Undertaking which may apply to the General Cover provided by this policy.

6. This section is to be lapsed or cancelled simultaneously with any lapse or cancellation of the General Cover provided by this policy.
General Conditions
Applicable to all sections

1. Cancellation
You may cancel this policy by giving written instructions to Morton Michel at Morton Michel, Alhambra House, 9 St Michaels Road, Croydon CR9 3DD or to us at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, ME19 4JX.

You may cancel this policy within 14 days from the start date or from the date you receive the policy document and schedule, whichever is the later, returning the policy document and schedule to Morton Michel or us at the above addresses.
You will receive a refund for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on your policy schedule but if there has been an incident which has resulted or could have resulted in a claim, you must reimburse us for any amounts we have paid or may be required to pay in respect of the incident.
In the event of cancellation by you after the 14 day period described above or cancellation by us at any time, we will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current period of insurance.

If you are paying by monthly instalments under a Covéa Insurance monthly instalment arrangement we:
  a) will stop applying for your monthly premium
  b) may exercise our right to collect the balance of any outstanding premium in the event of a claim.

If you have agreed to pay the premiums by instalments (either under the Covéa Insurance monthly instalment arrangement or any other instalment arrangement) and any one instalment still remains unpaid 14 days after it was due we reserve the right to cancel your policy with effect from the date upon which the unpaid instalment was due. In that event we will send you written notice of cancellation by recorded delivery letter.

We, or any agent appointed by us, and acting with our authority have the right to cancel your policy, where there is a valid reason for doing so. We will give you fourteen days notice of cancellation in writing, by recorded delivery, to the latest address we have for you and will set out our reason for cancellation in our letter.
Valid reasons may include but are not limited to:
  a) not
     i. paying a premium when it is due
     ii. co-operating with us, or sending us information or documentation that materially affects our ability to process the policy or our ability to defend our interests
     iii. taking all reasonable precautions to prevent or minimise damage, bodily injury or liability as required by General Condition of Reasonable Care of this policy and failing to put this right when we ask you to by sending you seven days written notice to your last known address.
  b) use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

If we cancel your policy, we will refund the premium for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on your policy schedule.
If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance, we will not refund any part of the premium. If you have a Loan Agreement with Covéa Insurance to pay for your insurance, outstanding monies may be owed when your policy is cancelled. They must be paid to Covéa Insurance as described in your Loan Agreement.

2. Change in risk
You or your insurance broker must tell Morton Michel or us immediately if during the period of insurance there is any alteration in risk or to the facts which you disclosed when you took out this policy, which materially affects the risk of damage, bodily injury or liability which would fall within the policy cover. This includes but is not limited to alterations to the business or the premises. When you tell us about an alteration in risk, we may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to us, we may cancel the policy in accordance with General Condition of Cancellation.

This policy shall be avoided if:
   a) your interest ceases other than by death
   b) the business be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless we have accepted the change.

Nothing contained in this policy shall give any right against us to any person other than you except to a transferee approved by us.

3. Claims
It is a condition precedent to our liability that in the event of a claim or possible claim you must
   • advise the Police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any property insured has been lost outside the premises
   • advise Morton Michel or us as soon as reasonably possible
   • not admit or repudiate liability without our written consent
   • inform us immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to us immediately, unacknowledged
   • provide at your own expense all assistance, details and evidence we may reasonably require
   • take all reasonable steps to mitigate the extent of any damage.

4. Contracts (Rights of Third Parties) Act 1999
No person, persons, company or other party who is not named as the Insured in this policy will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy against us. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

5. Death of the Insured
In the event of your death we will, in respect of liability or loss incurred by you, indemnify your personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall, as though they were you, observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.
6. Excess clause
Where stated in the policy or schedule you will be responsible for paying an excess in relation to each and every claim made by you under this policy.
If a claim is made for damage under more than one section resulting from the same cause and at the same time, you will only pay one excess and if different excesses apply, you will pay the higher amount.

7. Fair Presentation of the Risk
You must make a fair presentation of the risk when you first take out this policy and also whenever you renew it or ask us to change your cover.
If you fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact or disclosing material facts to us in a way which is not clear and accessible we may avoid this policy and refuse all claims where:
a) such failure was deliberate or reckless; or
b) we would not have entered into this policy on any terms had you made a fair presentation of the risk. Should we avoid this policy we:
a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when you asked us to change your cover, depending on when the failure to make a fair presentation of the risk occurred
b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
c) may deduct from any return of premium due to you any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require you to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if we would have entered into or renewed this policy, or agreed to make changes to your cover on different terms had you made a fair presentation of the risk, we may:
i. proportionately reduce the amount payable in respect of a claim; and/or
ii. treat the policy as if it contained such different terms (other than relating to the premium) that we would have applied to the policy had you made a fair presentation of the risk.
Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to your cover, depending on when you failed to make a fair presentation of the risk.
Where we elect to proportionately reduce the amount payable in respect of a claim we will pay a percentage of the claim, the percentage being calculated by comparing the premium which you actually paid with the premium which we would have charged had you made a fair presentation of the risk. For example, if the premium which you actually paid is 70% of the premium we would have charged, we will only pay 70% of any claim.
Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, we will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or you on their behalf) makes a careless misrepresentation, in which case we may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.
8. **Fraud**
For the purposes of this Condition the definition of ‘you / your’ will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.
If you or anyone acting on your behalf makes a claim which is in any way fraudulent we:
   a) will not pay the claim;
   b) may recover from you any sums already paid by us in respect of the claim; and
   c) may notify you that we are treating this policy as having terminated with effect from the time of the fraudulent act.
If we do treat this policy as having been terminated, you will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.
Where a fraudulent claim is made by or on behalf of a person who is not named as the Insured in the schedule, this condition applies only to that person's claim and references to ‘this policy’ should be read as if they were references to the cover for that person alone and not to the policy as a whole.
Fraudulent claims include but are not limited to:
   a) making a claim which is fraudulent, fictitious or known to be false
   b) intentionally exaggerating or inflating a claim
   c) supporting a claim with false or forged documents, information or statements
   d) wilfully causing damage or injury

9. **Law applicable**
Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

10. **Other insurance**
We will not pay for any damage, legal liability or other event giving rise to a claim covered under this policy if you are entitled to be paid by any other insurance which covers the same damage, legal liability or other event.

11. **Other interests (to be declared)**
The financial interest of any mortgagee(s), freeholder(s), leaseholder(s) or other party having a similar financial interest, as declared to us, is deemed to be noted in the insurance provided under the relevant section of this policy.

12. **Reasonable care**
It is a condition precedent to our liability that you must at all times
   • take all reasonable precautions to prevent damage, accident or bodily injury
   • keep the premises, buildings and other maintainable property which is insured by this policy in a satisfactory state of repair
   • comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers’ recommendations all relating to the use, inspection and safety of property and the safety of persons
   • as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime arrange for additional precautions to be effected as the circumstances may require
   • exercise due care in the selection and supervision of employees.
13. Registration
It is a condition precedent to our liability that the Holiday Play Scheme insured by this policy shall be registered with the appropriate Registering Authority where applicable and all terms of such registration shall be complied with at all times.

14. Reinstatement of sum insured
We will in the event of damage under this policy, automatically reinstate the sum insured unless there is written notice by us to the contrary, provided that

- you undertake to pay the appropriate additional premium
- you immediately implement any recommendations we make to prevent further damage and effect all repair or replacement work without delay.

15. Rights
We are entitled to enter any building where damage to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to us.

16. Security
It is a condition precedent to our liability for any claim resulting from fire, theft or malicious damage, that you must at all times ensure that

- security devices are put into full and effective operation whenever the premises are closed for business or left unattended
- keys and all details of any codes or combinations relating to any part of the intruder alarm installation and any safe or strongroom are removed from the premises whenever the premises are closed for business or left unattended
- fire break doors and shutters in the buildings are maintained in efficient working order and that the openings protected by such doors and shutters are kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links are kept closed except during business hours
- alterations or additions to or changes in or removal of security devices are advised to us immediately in writing.

17. Subjectivity
We will clearly state in the schedule if the cover provided by this policy is subject to you

- providing us with any additional information requested by a required date(s)
- completing any actions agreed between you and us by a required date(s)
- allowing us to complete any actions agreed between you and us.

If required by us, you must allow us access to the premises and/or the business to carry out a survey(s) within 60 days of the inception or renewal date unless we agree otherwise in writing. Upon completion of these requirements (or if they are not completed by the required date(s)) we may, at our option

- modify your premium
- issue a mid-term amendment to your policy or section terms and conditions
- require you to make alterations to the insured premises by the required date(s)
- exercise our right to cancel the policy
- leave the policy or section terms and conditions and the premium unaltered.
We will contact you with our decision and where applicable specify the date(s) by which any action(s) agreed needs to be completed by you and/or any decision by us will take effect. Our requirements and decisions will take effect from the date(s) specified unless and until we agree otherwise in writing. If you disagree with our requirements and/or decisions we will consider your comments and where we consider appropriate will continue to negotiate with you to resolve the matter to your and our satisfaction. In the event that the matter cannot be resolved
• you have the right to cancel this policy from a date agreed by you and us and provided no claims have been made we will refund a proportionate part of the premium paid for the unexpired period of cover
• we may at our option exercise our right under the General Cancellation Condition of this policy. Except where stated, all other policy and section terms and conditions will continue to apply. This condition does not affect our right to void the policy if we discover information material to our acceptance of the risk.

18. Subrogation
We may take over and deal with, in your name, the defence or settlement of any claim. We will pay any costs and expenses involved. We may also start proceedings in your name to recover, for our benefit, the amount of any payment we have made or are likely to make under this policy.

19. Terms Not Relevant to a Loss
If payment of a claim is conditional upon compliance with any term of this policy we will not pay for any claim where the term has not been complied with except where the term concerned:
a) is operative only in connection with particular premises or locations;
b) is operative only at particular times; or
c) is intended to reduce the risk of particular types of damage, bodily injury or liability and where you can prove that non-compliance with the term could not have increased the risk of the damage, bodily injury or liability which occurred.

20. Underinsurance
If at the time of any damage, the sum insured is less than the actual reinstatement cost of the property insured including any additional costs for removal of debris and architects’ and surveyors’ fees where applicable, you will be considered as being your own insurer for the difference and will bear a proportionate share of the loss.
General Exclusions

We will not be liable for

1. loss, destruction or damage to property or any cost or expense, consequential loss or bodily injury directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   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 or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
   c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
   d) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
   e) an act of terrorism or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an act of terrorism (other than in respect of bodily injury to an employee arising out of and in the course of employment in the business). If we allege that by reason of this sub-paragraph any loss, destruction, damage, cost, expense, consequential loss or bodily injury is not covered by this policy the burden of proving the contrary shall be upon you
   f) pressure waves caused by aircraft or other aerospatial devices travelling at sonic or supersonic speeds
   g) confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority
   h) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any computer system, or any hardware, program, software, data, information repository, disk, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus.

2. a) loss, destruction or damage to property caused by pollution or contamination except (unless otherwise excluded) loss, destruction or damage to the property insured caused by
      i) pollution or contamination which itself results from a contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which comprises a sudden identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the period of insurance
      ii) any contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which itself results from pollution or contamination
b) loss under the Business Interruption section of this policy resulting from pollution or contamination but this will not exclude loss resulting from damage at the premises to property used by you for the purpose of the business (unless otherwise excluded) caused by
   i) pollution or contamination at the premises which itself results from a contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which comprises a sudden, identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the period of insurance
   ii) any contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which itself results from pollution or contamination

c) loss under the Public Liability and Products Liability sections of this policy resulting from legal liability directly or indirectly caused by or arising from pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance provided that
   i) all pollution or contamination arising out of such event will be deemed to be one occurrence irrespective of the length of time or number of periods of insurance over which such pollution or contamination occurs
   ii) our liability for all damages payable arising out of all pollution or contamination which is deemed to have occurred during any one period of insurance will not exceed the amount stated against the Public Liability section and the Products Liability section in the schedule

Definition and interpretation - for the purposes of General Exclusion 2 c) only pollution or contamination includes
   a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
   b) all loss or damage or injury directly or indirectly caused by such pollution or contamination.

3 loss, destruction or damage
   a) to property undergoing any process involving the application of heat
   b) to any electrical machine or apparatus or component thereof occasioned by its overrunning, excessive pressure, short-circuiting or self-heating not resulting in fire
   c) arising from theft or attempted theft where you or any of your directors, partners or employees or any member of your family or household be concerned as principal or accessory
   d) due to theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware
      i) during any period when the business has ceased to trade whether the premises are unfurnished or otherwise
      ii) whilst the buildings are unfurnished or untenanted
   e) due to disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information
loss, destruction or damage or any expense or consequential loss happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss, destruction or damage or any expense or consequential loss by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

a) loss, destruction or damage
b) consequential loss, additional expenditure or extra expenses
c) legal liability
d) other fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the failure in whole or in part of –
i) any computer
ii) any data processing equipment or media, microchip, integrated circuit or similar device
iii) any computer software whether your property or not and whether occurring before, during or after the year 2000 to achieve all or any of the purposes and effects intended by the use of any number and/or word to denote a date, including the failure to -
(a) correctly recognise any date as its true calendar date
(b) recognise, capture, save, retain or restore and/or correctly manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date
(c) recognise, capture, save, retain, restore and/or correctly manipulate, interpret, calculate or process any data or information as the result of the operation of any command which has been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore and/or correctly manipulate, interpret, calculate or process any data on or after any date

but in respect of all sections other than Employers' Liability, Public Liability or Products Liability this shall not exclude subsequent loss, destruction or damage to property specifically insured by any item, section or endorsement of this policy, or any expense or any consequential loss additional expenditure or extra expense (not otherwise excluded) which itself results from the following contingencies or perils -

Fire, lightning, explosion, aircraft and other aeronautical devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, impact by any mechanically propelled vehicle or by goods falling therefrom or by animals, theft or any attempt thereat, storm, flood, or escape of water or oil from any pipe tank or apparatus.
Definitions

The words and expressions defined below will carry the same meaning throughout the policy, wherever they appear in bold.

adventure playground equipment
aerial runways, scrambling nets, tree walks and other structures constructed (or partly constructed) from materials not originally intended for play or recreational use (eg telegraph poles, tyres, drainage pipes, etc) unless advised to and agreed in writing by Morton Michel.

accidental damage
damage caused by accidental and external means

act of terrorism
an activity that
a) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and
b) appears to be intended to
i) intimidate or coerce a civilian population, or
ii) disrupt any segment of the economy of a government de jure or de facto, state or country, or
iii) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or
iv) affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage taking

asbestos
asbestos, asbestos fibres, any derivatives of asbestos and any product containing asbestos, asbestos fibres or any derivatives of asbestos

bodily injury
death, injury, illness, disease or shock

bouncy castle
play equipment with a horizontal, inflatable base and inflatable sides designed and intended solely for children to bounce in or on and for no other recreational activity

buildings
the building or buildings of the premises (or the building or buildings of the structure of which the premises form part), including:
foundations;
walls, gates and fences;
landlord’s fixtures and fittings;
air-conditioning, central heating and alarm systems;
piping, ducting, cabling, control gear and underground services;
yards, car parks, driveways, pavements, paths, steps and roadways;
extensions, annexes, gangways, conveniences, outbuildings and sub-stations;
fuel tanks and wind turbines;

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telephone, gas, water and electric meters, fibre optics or integrated services and digital network lines;
all at the risk address stated in the schedule and for which you are legally responsible

business  a) the provision of organised and supervised holiday play scheme activities as advised to and agreed in writing by Morton Michel (including organised and supervised outings away from the premises for up to three consecutive days)
b) the provision and management of catering, social, sports, educational and welfare facilities for the benefit of employees, first aid, medical, ambulance, fire and security services and maintenance of the premises
c) ownership and maintenance of buildings, premises and land used in connection therewith
d) participation as an exhibitor at trade shows and exhibitions

business hours  the period during which the premises are occupied by you or any authorised employee for the purposes of the business

computer equipment  any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including, but without limitation to, any information or programs or software) and whether your property or not

damage  loss, destruction or damage unless otherwise excluded

denial of service attack  any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including, but without limitation to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

employee  in connection with your business any
• person under a contract of service or apprenticeship to you
• labour master or labour only sub contractor or person supplied by them
• self employed person providing labour only
• trainee or person undergoing work experience, training, study or exchange scheme
• person hired to or borrowed by you
• voluntary workers

excess  the amount for which you will be responsible and which will be deducted from each and every claim
General Cover: any insurance by this policy in respect of property and/or consequential loss in **Great Britain**

Great Britain: England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands

Group Equipment: your property or property for which you are responsible, used solely in connection with the **business** but excluding property more specifically insured, motor vehicles and accessories whilst therein or thereon, money, personal effects, tenant's improvements, alterations and decorations, landlord's fixtures and fittings, glass and buildings

hacking: unauthorised access to any **computer equipment**

holiday play scheme: any group of children assembled during the school holiday periods:
- a) as prescribed or required by Ofsted or other registering authority
- b) governed by, and registered in accordance with, the Childcare Act 2006 where applicable
- c) for the provision of activities which
  - (i) are organised and supervised activities by you, and
  - (ii) have been advised to and agreed in writing by Morton Michel

holiday play scheme official: a director, the proprietor or any **employee** of the **holiday play scheme**

insured person: **you** and the directors, partners, managers, employees and any other individuals declared to us by you

intruder alarm installation: the component parts of the alarm including the means of communication used to transmit signals

money: current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers cheques, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery ‘Instants’ and other scratch cards, all pertaining to the **business** and belonging to **you** or for which **you** are legally responsible
motor vehicle mechanically propelled vehicle or plant (or trailer attached thereto) in respect of which insurance or security is necessary to meet the requirements of road traffic legislation

non-negotiable money crossed cheques, postal orders, money orders, bankers drafts, national giro drafts and payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card cheque card and debit card sales vouchers and consumer redemption vouchers, all pertaining to the business and belonging to you or for which you are legally responsible

nuclear installation any installation of such class and description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

a) the production or use of atomic energy, or
b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or
c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

nuclear reactor any part (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

operative sections the sections which you have selected and for which cover is provided by this policy

operative time the maximum period for which cover will apply during any one period of insurance, as stated in the schedule

parent person with legally recognised parental or guardian responsibility

period of insurance the period stated in the schedule

personal effects personal effects, clothing, tools and pedal cycles not otherwise insured belonging to you or any of your directors, partners, employees, customers or visitors

phishing access or attempted access to data or information by means of misrepresentation or deception
pollution and contamination

pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health

premises

that part of the buildings, situate at the risk address or locations stated in the schedule, occupied by you for the purpose of the business

products

any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by you in connection with the business from the premises and no longer in your possession or control

property insured

Group equipment or any other property, as specified in the schedule

schedule

this provides details of you, the period of insurance, the operative sections of the policy and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording

start date

the commencement date of the insurance by this policy as stated in the schedule

tenant’s improvements

improvements, alterations and decorations which have been undertaken to the buildings either by you or a previous occupier, and for which you are legally responsible as occupier, and not as owner, of the buildings

territorial limits

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

unattended vehicle

any vehicle left without you, one of your employees or a responsible adult authorised by you remaining in or on such vehicle

vehicle

any road vehicle together with its trailer or container

virus or similar mechanism

program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not, including but, without limitation to Trojan horses, worms and logic bombs

we, us, our

ARAG plc for Section 3 – Legal Expenses
Covea Insurance plc for the purposes of all other sections of the policy

you, your, yours

the limited company, proprietor, or nominated official for the time being of the holiday play scheme named in the schedule