

What is covered

We will, subject to the limit of indemnity, indemnify **you** in respect of:

- (a) legal costs and expenses incurred with **our** prior written consent;
- (b) costs awarded against **you** in connection with the defence of any criminal proceedings, or an appeal against a conviction arising from such proceedings, brought for a breach of:
 - (1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
 - (2) Part II of the Consumer Protection Act 1987;
 - (3) the Food Safety Act 1990;alleged to have been committed during the period of insurance in connection with the **business**.

What is not covered

We will not provide any indemnity:

- (a) where indemnity is provided by any other insurance;
- (b) in circumstances where **injury** or **damage** has occurred which may be the subject of a claim under either the Employers' liability or Public liability covers of this policy;
- (c) in respect of fines or penalties of any kind;
- (d) in respect of any costs, expenses or reimbursements resulting from an order made under Section 9, or resulting from any Regulation in respect of charges under Section 45, of the Food Safety Act 1990;
- (e) where the proceedings have resulted from any deliberate act or omission by:
 - (i) **you**, a church official or member of the church council;
 - (ii) any **employed person of yours** who has specific responsibility for compliance with the above legislation; which could reasonably have been expected to constitute a breach of the above legislation.

Limit of indemnity

The total amount **we** will pay in respect of any one claim under this cover shall not exceed £500,000.