

eNergy360

Combined  
Liability  
Policy Wording





# Combined Liability Policy

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## Introducing Your Policy

### Your Policy

**Your** Policy contains details of the extent of cover available to **You**, what is excluded from the cover and the conditions on which the Policy is issued. **We** wish to provide **You** with a good standard of service. To help **Us** achieve this, it is important that **You** read this Policy carefully. If it does not meet **Your** requirements, or **You** have any comment or query about the Policy, please contact **Us** through **Your** insurance adviser or at the office which issued **Your** Policy.

### Your Schedule

**Your Schedule** provides details of the insurance protection provided, the Sections of the Policy which are operative and the levels of cover **You** have. Please examine Your Schedule to ensure it meets **Your** requirements.

### Making a Claim

To make a claim, first read the Policy and **Schedule** and check that **You** are covered. Then follow the instructions provided under Claims Condition A - Making a Claim. **You** should ask **Your** insurance adviser for a claim form and let **Us** have as much information as soon as possible to help **Us** deal with **Your** claim promptly and fairly. If **You** are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to the Important Information on page 35 of this Policy Booklet.

## Policy Definitions

Certain words and expressions in this Policy are defined to have a particular meaning. Some of these have the same meaning wherever they appear in the Policy, and are defined on this page.

All words and expressions defined below and throughout the Policy start with a capital letter and are highlighted in **bold** wherever they appear to help **You** identify them.

### Abuse

- a) Any act of hurting or injuring mentally or physically by maltreatment or ill use;
- b) Repeated or continuing contemptuous, coarse or insulting words and/or behaviour;
- c) Actual or attempted sexual relations, sexual conduct or sexual intimacy, sexual harassment or sexual exploitation; or any act for the purpose of obtaining sexual gratification;

whether by **You** or any other person.

### Avionics

Electronic equipment (including hardware, software, firmware and cabling) used in aircraft, spacecraft or other aerial devices in connection with navigation, control of flight or maintenance of orbit.

### Bodily Injury

Bodily injury, death, disease or illness (which shall include mental anguish and shock).

### Business

'The Business' as shown in the **Schedule**.

### Business Hours

The period during which the **Premises** are actually occupied by **You** and/or **Your Employees** for the purposes of the **Business**.

### Claim

A demand from, or the assertion of a right against **You**. All **Claims** arising out of:

- a) the same originating cause or source, or
- b) the same act, error or omission, or series of acts, errors or omissions that are in any way similar or related;

are deemed to be one **Claim**

## Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

## Compensation

All sums which **You** are legally liable to pay as compensation other than fines, penalties, punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

## Computer Virus

Any 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. The definition of **Computer Virus** includes but is not limited to trojan horses, worms and logic bombs.

## Damage

Accidental loss of or destruction of or damage to material property.

## Defence Costs

Reasonable legal costs and legal expenses incurred by **You** or on **Your** behalf with **Our** prior written and continuing consent in relation to the investigation and defence of any matter which falls to be dealt with under this Policy, including any appeal, issued in connection such matter. **Defence costs** shall not include **Your** own costs and expenses, salaries, remuneration for **Employees** or any other internal expenses, overheads, fees or benefit.

## Documents

Agreements, plans, records, deeds, books, letters, certificates, documents or forms of any nature whatsoever, whether written, printed or reproduced by any other method and computer programs or information stored on data carrying media. **Documents** do not include bearer bonds or coupons, stamps, bank or currency notes or other negotiable instruments

## Employee

Any person under a contract of service or apprenticeship with **You**, or any self-employed person, or any person hired to, or borrowed by **You**, or any person engaged under a work experience, youth training or similar scheme while working for **You** in connection with the **Business**.

## Endorsement

An agreed variation in the terms (or a change in details) of your Policy.

## Excess

The amount which must be borne by **You** at **Your** own risk in respect of:

- a) any accidental **Damage** arising out of any one **Occurrence** or series of **Occurrences** arising out of any one source or originating cause;
- b) any **Claim** or series of **Claims** arising out of any one source or originating cause;

before **We** shall be liable to make any payment under this Policy.

## Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data, whether **Your** property or not.

## Indemnity Period

The period beginning with the occurrence of the **Damage** and ending when the results of the **Business** cease to be affected in consequence of the **Damage** but not exceeding the **Maximum Indemnity Period**.

## Gross Income

The money paid or payable to **You** for services rendered in the course of the **Business** either at the **Premises** or elsewhere.

## Limit of Indemnity

The Limit of Indemnity specified in the **Schedule**. This is the maximum **We** will pay in respect of any and all **Claims** and/or losses during the **Period of Insurance** and includes all **Defence Costs** and expenses incurred with **Our** prior written consent in the investigation, defence or settlement of any **Claim** for which cover is provided under this Policy.

## Maximum Indemnity Period

The Indemnity Period specified in the **Schedule**.

## Medical Services

- a) the provision of, or failure to provide medical or paramedical services; and/or

- b) the provision of, or failure to provide drugs or the prescription of drugs; and/or
- c) the provision of equipment for use by any patient; and/or
- d) the use of any equipment for therapeutic or diagnostic purposes.

### **Member**

A member of a limited liability partnership (as defined under Limited Liability Partnership Act 2000).

### **Microchip**

A unit of packaged computer circuitry manufactured in small-scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers.

### **Named Insured**

The Person or entity stated in the **Schedule** as the Insured.

### **North America**

United States of America its territories or protectorates or Canada including their territorial waters or on installations on their continental shelf.

The definition of **North America** shall also include **Occurrences** in respect of which legal action or litigation is brought in a court of law outside **North America** to enforce a judgement therein whether by way of reciprocal agreement or otherwise.

### **Occurrence**

An accident or event, including continuous or repeated exposure to the same conditions during the **Period of Insurance**, which results in **Bodily Injury** or **Property Damage** neither expected, nor intended by **You**.

### **Office Contents**

Office Equipment including stationery, office furniture, patterns, moulds, plans, **Documents**, designs, computer hardware and other electronic or electric equipment the property of the **Insured** or held by the **Insured** for which the **Insured** is responsible.

### **Offshore**

The period from embarkation on to a vessel or aircraft (including helicopters) for conveyance to an offshore installation or support or accommodation vessel until disembarkation from the conveyance on to land upon return from the offshore installation or support or accommodation vessel.

### **Period of Insurance**

The period beginning with the Effective Date shown in the **Schedule** and ending with the Expiry Date and any other period for which **We** accept **Your** Premium.

## **Pollution**

The discharge dispersal seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials into or upon land, or any structure on land, the atmosphere or any water course or body of water.

## **Pollution Incident**

A sudden, identifiable, unexpected and unintended **Pollution** that takes place in its entirety at a specific time and place during the **Period of Insurance**.

## **Premises**

The part of the premises at the address or addresses specified in the **Schedule** which **You** occupy for the purposes of the **Business**.

## **Principal**

Any party, other than **Your** directors, partners or **Employees** with whom **You** have entered into a contract in the course of the **Business**.

## **Products**

Products shall mean goods or products (after they have ceased to be in the possession or under the control of **You**) manufactured, constructed, repaired, serviced, treated, sold, supplied or distributed by **You** including any container and instructions for use and including any structure constructed erected or installed or any contract works executed by **You**, or on **Your** behalf in the course of the **Business**.

## **Professional Services**

The professional services performed, or professional advice provided by **You** for a fee, or where a fee would usually be charged, in relation to those activities declared to **Us** as specified in the **Schedule**.

## **Property Damage**

Physical loss, physical destruction or physical damage to material property.

## **Reinstatement Basis**

Whenever Claims Settlement is declared to be on a Reinstatement Basis, the basis upon which the amount payable in respect of the property insured is to be calculated shall be as follows:

- a) the replacement of Property lost or destroyed which, provided **Our** liability is not increased may be carried out:
  - i) in any manner suitable to **Your** requirements;
  - ii) upon another site;



- b) the repair or restoration of property damaged; in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

### **Schedule**

The schedule attached to the Policy.

### **System**

Computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment, **Microchips** and anything which relies on a **Microchip** for any part of its operation and includes, for the avoidance of doubt, any computer installation.

### **Territorial Limits**

Cover will apply in respect of activities conducted within the **United Kingdom** and will extend to provide cover in respect of activities conducted overseas but only in respect of visits to such territories by **You** or any of **Your Employees** to fulfil a contract in the course of the **Business**.

Where stated as "INCLUDED" in the **Schedule**, cover in respect of claims arising from "**Offshore**" activities will be provided, as more fully defined in the Offshore Extension under **Section 4** – Employers Liability.

### **Terrorism**

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **Underground Resources**

- a) Oil gas water or other mineral substances which have not been reduced to physical possession above the surface of the earth or above the surface of the sea;
- b) Any well hole shaft underground or undersea pipeline (including process transportation and storage facilities);
- c) Any geological formation stratum reservoir or area in or through which exploration for or production of any substance is carried on;
- d) Any casing pipe bit tool pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well hole or shaft

### **United Kingdom**

Great Britain, Northern Ireland and for the purposes of this Policy, also including the Channel Islands and the Isle of Man.

**We/Us/Our**

iNdemnity3 Ltd on behalf of Hamilton Insurance DAC (London Branch) (**HIDAC**)

**You/Your**

- a) The **Named Insured**;
- b) The legal or personal representatives of the **Named Insured** in respect of legal liability incurred by the **Named Insured**.

And, in respect of Sections 3,4 and 5 and only at **Your** request:

- c) Any **Employee**

## General Conditions

### Observance of Conditions

**You** due observance and fulfilment of the terms and conditions of this Policy shall be conditions precedent to **Our** liability to make any payment under this Policy.

### Duty of Fair Presentation

**You** must have made a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) before entering into this insurance contract and must also make a fair presentation of the risk when requesting a variation to this insurance contract.

### Remedy for breach of the duty of fair presentation

#### 1) Before this Policy was entered into

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before this Policy was entered into, then:

- a) where the breach was deliberate or reckless, **We** may avoid this Policy and refuse all claims and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless and, but for the breach:
  - i) **We would not have agreed to provide cover under this Policy on any terms:**  
**We** may avoid this Policy and refuse all claims, but will return any premiums paid;
  - ii) **We would have agreed to provide cover under this Policy, but on different terms** (other than premium terms):

**We** may require that this Policy includes those different terms with effect from its start; and/or

- iii) **We would have agreed to provide cover under this Policy, but would have charged a higher premium:**
  - a. If the discovery of the breach arose because of a claim, at **Your** option:
    - i. **We** will reduce proportionately the amount paid on a claim. **We** will pay only X% of what **We** would otherwise have been required to pay, where  $X = \frac{\text{premium actually charged}}{\text{higher premium that would have been charged}} \times 100$ ; or
    - ii. **We** will pay the claim in full provided that **You** pay to **Us** the additional premium that **We** would have charged, but for **Your** breach of the duty of fair presentation, calculated from the start of the **Period of Insurance**.
  - b. If the discovery of the breach did not arise because of a claim the **insured** must pay to **Us** the additional premium that **We** would have charged, but for the **insured's** breach of the duty of fair presentation, calculated from the start of the **Period of Insurance**.

## 2) Before a variation was agreed

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this **Policy** was agreed, then:

a) If the breach was deliberate or reckless, **We** may terminate this Policy with effect from the date of the variation, and keep all premiums paid;

b) where the breach was neither deliberate nor reckless and, but for the breach:

i) **We would not have agreed to the variation on any terms:**

**We** may treat this Policy as though the variation was never made, but will return any additional premiums paid in relation to the variation;

ii) **We would have agreed to the variation, but on different terms** (other than premium terms):

**We** may require that the variation includes those different terms with effect from the date the variation was made; and/or

iii) **We would have agreed to the variation, but would have increased the premium, or would have increased it by more than We did or would not have reduced it or would have reduced it by less than We did:**

a. if the discovery of the breach arose because of a claim, at **Your** option:

i. **We** may reduce proportionately the amount paid on a claim arising out of events after the variation. In those circumstances, **We** will pay only Y% of what **We** would otherwise have been required to pay, where  $Y = \frac{\text{total premium actually charged}}{\text{premium that would have been charged}} \times 100$ ; or

ii. **We** will pay the claim in full provided that **You** pay to **Us** the additional premium that **We** would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.

b. If the discovery of the breach did not arise because of a claim, **You** must pay to **Us** the additional premium that **We** would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.

iv) **where We would have agreed to the variation, but on different terms and We would also have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did:**

a. **We** may require that the variation includes those different terms with effect from the date the variation was made; and

b. (2)b)iii) as shown above will also apply

## Reasonable Precautions

**You** and any other person indemnified must take all reasonable steps to prevent accident, incident, **Bodily Injury** and **Property Damage** and to safeguard any property insured and maintain such property (including motor vehicles) in a good state of repair. The ways, works, machinery, plant, vehicles, premises and appliances must similarly be maintained in good order and state of repair. We shall be allowed access at reasonable times to examine such property.

## Special Conditions

- a) **Our** liability for the repair or restoration of **Property** damaged in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed.
- b) If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by any item subject to this Clause exceeds its Sum Insured at the commencement of any **Damage**, **Our** liability shall not exceed that proportion of the amount of the **Damage** which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such **Property** at that time.
- c) No payment beyond the amount which would have been payable in the absence of this Clause shall be made:
  - i) unless reinstatement commences and proceeds without unreasonable delay;
  - ii) until the cost of reinstatement shall have been actually incurred;
  - iii) if the **Property** insured at the time of the **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same Basis of Reinstatement.
- d) All the terms and conditions of this Policy shall apply:
  - i) in respect of any claim payable under the provisions of this clause except insofar as they are varied hereby;
  - ii) where claims are payable as if this clause had not been incorporated.

## Change of Risk

If there is any change in the information **You** have provided or if the information detailed in the Policy **Schedule** is no longer true or valid, you must tell us, as soon as is reasonably possible as this may affect **Your** Policy and **Your** ability to claim under it. **We** reserve the right to alter the terms stated or decline cover if **You** disclose revised information or the amended facts do not meet our acceptance criteria.

**We** shall not be liable to make any payment under this Policy if:

- any change shall be made in the **Premises** of the **Business** or the occupancy or duties of **You** whereby the risk of **Property Damage**, accident or **Bodily Injury** is increased; or
- **Your** interest ceases (unless the cessation is brought about by will or operation of law); except where such alteration be notified to and accepted by **Us**.

## Cancellation

**We** may cancel this Policy (or any section within this Policy) by sending 30 days notice by registered post to **You** at **Your** last known address and in such event **You** shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance (subject to any minimum premium which may apply). **We** reserve the right to cancel the Policy in the event of default under any plan for payment of premium by instalments from the date of such default. No refund of any instalments paid will be made to **You**.

**You** may cancel this Policy (or any section within this Policy) at any time by sending notice by email or registered post to **Us** at our registered address and in such event **You** shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance (subject to any minimum premium which may apply).

## Minimum Protections

Unless otherwise agreed by **Us** in writing, the following protections must be fitted to the under-mentioned doors, windows and other openings (where these are under **Your** control) and put into full and effective operation whenever the **Premises** are closed for business or left unattended:

- a) on timber final exit doors (excluding sliding doors):
  - i) if single leaf, a mortise deadlock conforming to BS3621 with matching boxed steel striking plate;
  - ii) if double leaf, on the first closing leaf, flush or barrel bolts, the latter at least 200mm (8") long, or key operated locks or bolts, fitted top and bottom in every case; on the second closing leaf a mortise deadlock conforming to BS3621 with matching boxed steel striking plate, or a substantial padlocking bar and good quality close shackle padlock;
  - iii) if single or double leaf and also outward opening, hinge bolts fitted top and bottom.
- b) on external aluminium or UPVC doors (excluding sliding and fire exit doors):
  - i) cylinder operated mortice deadlock and, if double leaf, flush bolts on the first closing leaf.
- c) on steel final exit doors and all sliding final exit doors:
  - i) substantial padlocking bar and good quality close shackle padlock.
- d) on all other steel doors and all other sliding doors (excluding sliding patio doors):
  - i) substantial padlocking bar and good quality close shackle padlock fitted externally, or substantial padlocking bar and good quality open shackle padlock fitted internally
- e) on sliding patio doors:
  - i) a manufacturer's patent key operated locking system which engages boltwork into the doorframe either at the top and bottom of the opening section of each door, or into the side frame in at least three points (in the latter case all hook or shoot bolts must be mushroom headed); or

- ii) two key-operated patio door locks fitted internally, one at the top and one at the bottom of each opening section.
- f) on all fire exit doors:
  - i) panic bar, and hinge bolts fitted top and bottom.
- g) on opening basement and ground floor windows and fanlights, and on other opening windows, fanlights and skylights which are accessible from roofs, balconies, canopies, fire escapes or downpipes:
  - i) key-operated window locks with the keys removed when in operation; or
  - ii) solid steel bars not less than 16mm (5/8") diameter and not more than 125mm (5") apart, securely fixed to the brickwork or masonry surrounding the window.

In the event of any **Claim** being made where **You** are not in compliance with the above and where the event would not have occurred if you were in compliance with the above, **We** reserve the right to apply the **Remedy for breach of the duty of fair presentation**.

### **Unoccupancy**

Whenever the Premises are left unoccupied for more than 20 consecutive nights, **You** must ensure that:

- a) The heating is left on or all water is drained from pipes and heating equipment;
- b) The building is inspected weekly by **You** or **Your** appointed representative.

In the event of any **Claim** being made where **You** are not in compliance with the above and where the event would not have occurred if you were in compliance with the above, **We** reserve the right to apply the **Remedy for breach of the duty of fair presentation**.

### **English Law**

The Law applicable to this Policy is that of England and Wales.

### **Other Interests**

The interests of third parties which **You** are required to include on this Policy under the terms of any mortgage, property lease, or hiring, leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable.

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

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

## Sanctions

This Policy will not provide any insurance cover or benefit and **We** will not pay any sum if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable **Us**.

## Interpretation

In this Insurance

- a) the singular includes the plural and vice versa;
- b) the male gender includes the female and neutral genders;
- c) references to any Act or law include any rule, order, regulation or other similar instrument made thereunder and shall include any amendment, replacement, consolidation or re-enactment of such Act or law;
- d) any legal references within this Insurance shall include any equivalent legal provision in the jurisdiction of Your ordinary residence or location of the risk insured provided that such jurisdiction falls within the territorial scope of this Insurance;
- e) the use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation;
- f) any sentence commencing with the terms "including" or "includes" or any similar expression is intended to be construed as illustrative and not as exhaustive.



## Claims Conditions

### Making a Claim – Action Required By You

It is a condition precedent to **Our** liability that **You** must give written notice to **Us** at the address below as soon as reasonably practicable of any:

- a) **Claim**;
- b) loss;
- c) **Occurrence**;
- d) circumstances of which **You** become aware which could reasonably be expected to give rise to a **Claim** or which may otherwise result in a liability under this Policy;
- e) **Property Damage** to any **Document**;
- f) discovery of any cause for suspicion of any dishonest or fraudulent act or omission;

regardless of any **Excess** that may apply. In respect of **Section 1: Professional Indemnity** such notice must in any event be given during the **Period of Insurance**.

Every letter, claim, writ, summons and process in connection with such circumstances shall be forwarded to **Us** immediately on receipt.

In respect of **Section 1: Professional Indemnity** of this Policy only, any **Claim** subsequently arising from circumstances notified to **us** shall be deemed to have been made during the **Period of Insurance** in which notice of such circumstance was first received by **Us**.

It is a condition precedent to **Our** liability that **You** must also:

- a) make no admission of liability or offer promise or payment without **Our** written consent;
- b) inform **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document;
- c) take all reasonable action to minimise or check any interruption of or interference with the **Business**;
- d) produce to **Us** such books of account or other business books or documents or such other proofs as may reasonably be required by **Us** for investigating or verifying the claim;
- e) supply to **Us** at **Your** own expense a claim in writing with such detailed particulars and proofs as may be reasonably required, and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith. Such written notice must be provided within the following timescales:
  - i) Within 7 days of the **Occurrence** of any **Property Damage** caused by riot, civil commotion, industrial action or vandalism;
  - ii) 30 days of the expiry of the Indemnity Period under **Section 3**;

iii) 30 days of the occurrence of an incident under any other Section.

**Notice should be provided to:**

iNdemnity3 Limited  
71-75 Shelton Street  
Covent Garden  
London  
WC2H 9JQ

0330 118 0004

info@indemnity3.co.uk

**Making a Claim - Notice to the Police**

**You** must give immediate notice to the Police of:

- a) **Property Damage** as a result of theft or any attempted theft;
- b) loss of money by any cause whatsoever;
- c) **Property Damage** by malicious persons;

**Control of Claims**

**We** shall be entitled:

- on the happening of **Property Damage** to the property insured to enter take and keep possession of any building where **Damage** has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **Our** right to rely on any conditions of this Policy and this Policy shall be proof of leave and licence for such purpose;
- at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any event insured by this Policy and **You** shall give all information and assistance required;
- to any property for the loss of which a claim is paid hereunder and **You** shall execute all such assignments and assurances of such property as may be reasonably required but **You** shall not be entitled to abandon any property to **Us**;
- to pay to **You** the maximum sum payable under **Section 4** in respect of any **Occurrence** or any lesser sum for which the claim or claims arising from such **Occurrence** can be settled and **We** shall not be under any further liability in respect of that **Occurrence** except for the payment of costs and expenses of litigation incurred prior to such payment.

## Remedy for fraud

If **You** or anyone acting on **Your** behalf makes a fraudulent claim under this Policy, including providing fraudulent information or documentation, **We** will:

- a) refuse to pay the claim;
- b) seek to recover any costs already incurred by **Us** relating to the fraudulent claim;
- c) have the option to cancel the Policy from the date of the fraudulent act; and
- d) keep any premium paid to **Us**.

This will not affect separate claims made before the fraudulent act, unless they too were fraudulent.

## Other Insurances

If at the time of any claim there is, or but for the existence of this Policy there would be, any other insurance covering the same legal liability the indemnity under this Policy will only apply in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected.

## Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), or the cover provided by this Policy, such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the current statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent of any right of action against **Us**.

## Subrogation

Any claimant under this Policy shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other third party in **Your** name before or after any payment is made by **Us**.

## Allocation

Where only part of a **Claim** is covered, **We** and **You** will seek to agree in good faith a fair allocation of **Defence Costs** between the covered and non-covered parts of the **Claim**. If a fair allocation cannot be agreed, **We** and **You** will jointly agree the identity of the Queen's Counsel or equivalent to make a binding decision. If agreement as to the identity of such individual cannot be reached, the Chairman of the Bar Council will make a selection from a list compiled from 3 nominations each from **Us** and **You**. The costs of instructing such individual will be treated under the policy as **Defence Costs**.

## General Exclusions

The following Exclusions apply to all Sections of the Policy unless otherwise stated:

### 1) Abuse

This Policy does not cover liability for, arising out of or in any way involving **Abuse**.

### 2) Asbestos

This Policy does not cover liability for, arising out of or in any way involving asbestos, or any materials containing asbestos.

### 3) Aviation Liability

This Policy does not cover liability for, arising out of or in any way involving:

- a) **Avionics**;
- b) any work undertaken within the aviation sector where such liability relates to **Bodily Injury** and/or **Property Damage** and/or loss of revenue as a consequence of any flight being grounded.

### 4) Communicable Diseases

Notwithstanding any provision to the contrary within this Policy, this Policy does not cover all actual or alleged loss, liability, **Damage, Compensation**, injury, sickness, disease, death, medical payment, **Defence Cost**, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

For the purposes of this exclusion, loss, liability, **Damage, Compensation**, injury, sickness, disease, death, medical payment, **Defence Cost**, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease**.

### 5) Contractual Liability

This Policy does not cover liability arising solely due to a contract or agreement entered into, by **You** or on **Your** behalf of the, except to the extent that such liability would have attached in the absence of such agreement.

### 6) Cyber and Data

This Policy does not cover any:

- a) corruption, erasure, theft, copying, recording or alteration of any electronic data;
- b) access or lack of access to or interference with any electronically held data;
- c) loss, distortion or erasure of computer records; or
- d) transmission or impact of a computer virus.

## 7) Fines and Penalties

This Policy does not cover punitive, exemplary damages or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

## 8) Fungi or Spores

This Policy does not cover liability for, arising out of or in any way involving:

- a) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; or
- b) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; or
- c) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

## 9) Pollution

This Policy does not cover liability for, arising out of or in any way involving **Pollution**.

## 10) Radioactive Contamination

This Policy does not cover liability for, arising out of or in any way involving:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

However, as far as concerns **Bodily Injury** caused to any of **Your Employees**, if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You**, this exclusion shall apply only in respect of:

- i) the liability of any **Principal**;
- ii) liability **You** have assumed under agreement and which would not have attached in the absence of such agreement

## 11) Underground Resources

This Policy does not cover liability for, arising out of or in any way involving:

- a) liability for, arising out of, or in any way involving **Property Damage** to any **Underground Resources**;
- b) any costs and expenses incurred in restoring the place of exploration and/or exploitation to a safe and workable condition;

any costs and expenses incurred in the removal of tangible property from the place of exploration and/or exploitation

## 12) **War, Government Action and Terrorism**

This Policy does not cover liability for, arising out of or in any way involving the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a) War, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- b) **Terrorism.**

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **You**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

## Section 1: Professional Indemnity

### Section 1 - What is Covered?

#### 1) Civil Liability

**We** will indemnify **You** up to the **Limit of Indemnity** specified in the **Schedule** in respect of:

- a) **Claims** for **Compensation** first made against **You** and notified to **Us** during the Period of Insurance in respect of civil liability (including liability for claimant's costs and expenses) incurred in connection with the conduct of **Professional Services**;
- b) **Defence Costs** incurred by **Us** or by **You** with **Our** written consent in relation to a **Claim** covered under a) above.

#### 2) Awards by Ombudsmen

**We** will indemnify **You** in accordance with the recommendation of any ombudsman under any recognised ombudsman scheme in respect of:

- a) any amount paid or payable;
- b) any **Defence Costs** incurred in taking any steps which **You** are directed to take by the ombudsman in relation to a claimant to the same extent as **We** are obliged to indemnify **You** in respect of any civil liability covered under Insurance Clause 1 (Civil Liability).

#### 3) Loss of or Damage to Documents

In the event of loss of or damage to **Documents** occurring in the conduct of the **Professional Services** and advised to **Us** during the **Period of Insurance** we will indemnify **You** in respect of all costs and expenses reasonably incurred by **You** in replacing or restoring **Documents** up to a maximum of £250,000 during the **Period of Insurance**:

Provided that:

- a) such loss or damage is sustained while the **Documents** are either in transit or in the custody of **You** or of any person to whom **You** have entrusted them;
- b) where the **Documents** are in electronic format **You** can demonstrate to **Our** reasonable satisfaction that **You** had in place sufficient and proper procedures for the security and the daily back-up of **Documents**;
- c) **We** shall not be liable for loss of or damage to **Documents** arising directly or indirectly from:
  - i) the transmission or impact of any **Virus**;
  - ii) unauthorised access to a **System**.

#### 4) Data Protection Legislation Prosecution Defence Costs

**We** will indemnify **You** for 80 per cent of any reasonable costs and expenses incurred with **Our**

prior written consent up to a maximum of £100,000 in the aggregate during the **Period of Insurance** in addition to the **Limit of Indemnity** for the defence of any proceedings first brought against **You** during the Period of Insurance and notified to **Us** during the **Period of Insurance** under The Data Protection Act 2018 or similar or successor legislation but only where in **Our** reasonable opinion defending such proceedings could protect **You** against concurrent or subsequent **Claim** arising from **Professional Services** undertaken by **You**.

## 5) Compensation for Court Attendance

In the event of:

- a) the legal advisers acting on **Your** behalf or with **Our** consent requiring any principal, partner, **Member**, director or **Employee** of **Yours** to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or;
- b) **Us** requesting the attendance of any principal, partner, Member, director or **Employee** as an interested party at any mediation in connection with a **Claim** made against **You** and notified under this Insurance **We** will provide compensation to **You** at the following rates for each day on which attendance is required
  - i) Any principal, partner, **Member** or director of **Yours** £500
  - ii) Any **Employee** £250

## 6) Specialist Consultants/Sub Contractors

**We** will indemnify **You** up to the **Limit of Indemnity** specified in the **Schedule** in respect of claims first made against **You** and notified to **Us** during the **Period of Insurance** in respect of any civil liability for claims falling within the **Insurance Clauses** arising out of activities of specialist consultants, sub-contractors or any other person acting on **Your** behalf and for whom **You** are responsible.

**We** shall become subrogated to all rights of recourse of **Yours** and such rights are to be fully maintained by **You**.

## 7) Retroactive Cover

**We** will indemnify **You** up to the **Limit of Indemnity** specified in the **Schedule** in respect of claims first made against **You** and notified to **Us** during the **Period of Insurance** in respect of any civil liability for claims falling within the **Insurance Clauses** incurred in connection with the conduct of **Your Professional Services** since it commenced.

## Section 1 - Limit of Indemnity and Excess

- a) The maximum **We** will pay under this section of the Policy and notified to **Us** during any one **Period of Insurance** irrespective of the number of **Claims**, and/or claimants, and/or the number of insuring clauses applicable shall be the **Limit of Indemnity** for Professional Indemnity.
- b) **We** shall only pay for that part of **Your** liability for each **Claim** that is greater than the **Excess**.
- c) The **Excess** shall not apply to **Defence Costs**.



## Section 1 - Exclusions

**We** will not pay

- 1) any **Claim** directly or indirectly arising out of or in any way involving:
  - a) **Bodily Injury**;
  - b) **Property Damage**; (except in so far as cover is provided under Section Extension - Loss of Documents)unless the **Claim** directly arises out of any negligent advice, design, specification or formula provided by **You**.
- 2) any **Claim** which has been notified, or ought to have been notified under any other Policy of insurance in force prior to the inception of this Policy or which is based upon, arising from or in consequence of:
  - a) any circumstance which may give rise to a **Claim** if written notice of that circumstance has been given under any Policy of insurance;
  - b) a fact, circumstance or event, the awareness of which would cause a reasonable person to believe that it may give rise to a **Claim** against **You** and of which fact, circumstance or event **You** were or ought to have been actually aware prior to the inception date of this Policy.
- 3) any **Claim** directly or indirectly arising out of or in any way involving any matter in respect of which **You** are (or but for the existence of this Policy would be) entitled to cover under any other Policy of insurance except in respect of any excess beyond the amount that would have been payable under that insurance had this Policy not been effected.
- 4) any fees claimed back by a customer of **Yours** due to (or allegedly due to) the total non-performance of **Your** contractual obligations to that customer unless the fees form part of a compromise settlement involving a **Claim** for damages.
- 5) any **Claim** directly or indirectly arising out of or in any way involving:
  - a) any goods or products manufactured, constructed, repaired, serviced, treated, sold, supplied or distributed by **You**;
  - b) the recommendation and/or specification of any good or product where their use is not in accordance with the manufacturer's intended specification.
- 6) any **Claim** made or action instituted:
  - a) within the United States of America or Canada or any territory which comes within the jurisdiction of the United States of America or Canada or elsewhere under the laws of those countries, or any arbitration or other award entered against **You** under the laws of those countries;
  - b) any judgment or order wherever obtained for the enforcement of any judgment of the courts of the United States of America or Canada or under the laws of those countries (whether by

way of reciprocal agreements or otherwise), or for the enforcement of any arbitration or other award entered against **You** under the laws of those countries.

- 7) any **Claim** directly or indirectly arising out of or in any way involving any work undertaken in the United States of America or Canada or any territory which comes within the jurisdiction of the United States of America or Canada.
- 8) any **Claim** directly or indirectly arising out of or in any way involving work undertaken by **You** prior to the Date of Establishment of the **Named Insured**.
- 9) any **Claim** directly or indirectly arising out of or in any way involving the transmission of a **Computer Virus**. However this exclusion will not apply to any **Claim** directly arising out of the negligent transmission of a **Computer Virus** by **You** provided that the **Computer Virus** was not created by **You** and was transmitted innocently without **Your** knowledge.
- 10) Any **Claim** directly or indirectly arising out of or in any way involving the dishonest, fraudulent, criminal or malicious act or omission of any person unless the **Claim** arises directly out of the dishonest or fraudulent act or omission of any **Employee** and results in a client of **Yours** suffering a financial loss provided that:
  - a) no cover will be provided after the discovery, in relation to that person of reasonable cause for suspicion of any dishonest or fraudulent act or omission:
  - b) no cover will be provided to any person committing or conspiring to commit or condoning a dishonest or fraudulent act or omission.
- 11) Any **Claim** directly or indirectly arising out of or in any way involving the investment of client funds, or advice provided on the investment of client funds, or 'Investment Business' as defined by the Financial Services and Markets Act 2000.
- 12) Any **Claim** or loss directly or indirectly arising out of or in any way involving **Medical Services**.
- 13) Any **Claim** directly or indirectly arising out of or in any way involving **Bodily Injury** where **You** act as a social worker.
- 14) Any **Claim** directly or indirectly arising out of or in any way involving
  - a) The ownership, possession or use of any aircraft, watercraft, hovercraft, motor vehicle, trailer or other means of transport or any buildings, structures, premises or land or any property (mobile or immobile);
  - b) Any liability **You** incur as an actual or *de facto* director, officer or trustee;
  - c) Any breach of any obligation owed by **You** as an employer to any employee, or former employee or applicant for employment

## Section 2: All Risks – Office Equipment

### Section 2 - What Is Covered

We will indemnify **You** in the event of accidental **Damage** happening within the Geographical Limits shown in the **Schedule** to any Office Equipment described in the **Schedule** belonging to **You** or for which **You** are responsible the value of such **Office Contents** or the amount of **Damage** at the time of such **Damage** or at **Our** option reinstate or replace such property, provided always that **Our** liability in any one **Period of Insurance** shall in no case exceed the total sum insured or in respect of any item its sum insured or any other stated limit of liability.

### **Geographical Limits** (as stated on the **Schedule**)

**GB** Anywhere in the United Kingdom, Republic of Ireland, the Channel Islands or the Isle of Man.

**EUR** Europe which means anywhere in the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Union.

**W/W** Worldwide which means anywhere in the world including the United Kingdom and Europe.

### Section 2 - Special Conditions

#### **Basis of Claims Settlement**

The Basis of Settlement for each and every item shall be on a **Reinstatement Basis**.

### Section 2 - Excess

**We** shall not be liable for the first amount of GBP100.00 in respect of each and every claim.

### Section 2 - Exclusions

This Section does not cover:

- 1) **Damage** to the property insured caused by or consisting of:
  - a) inherent vice, latent defect, or the property's own faulty or defective design or materials, gradual deterioration, wear and tear, frost, change in water table level, seepage below ground level, its own faulty or defective design or materials;
  - b) faulty or defective workmanship, operational error or omission on **Your** part or any of **Your Employees**;
  - c) the bursting by steam pressure 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;

but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded;

- 2) **Damage** caused by or consisting of:

- a) corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects;
  - b) change in temperature, colour, flavour, texture or finish or the action of light;
  - c) theft or attempted theft:
    - i) from an unattended vehicle between the hours of 6am and 9pm unless all doors, windows and other openings are left closed, securely locked and fastened; and entry or access to the vehicle has been effected by forcible and violent means;
    - ii) from the **Premises** whenever such premises are closed for business or left unattended unless all locks, bolts and other security devices including any intruder alarm system be put into full and effective operation;
    - iii) other than from the **Premises** between the hours of 9pm and 6am unless the property insured is in the personal custody of **You** or any of **Your Employees** or in a securely locked or occupied building;
- 3) Damage** consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates;
- 4) Damage** caused by or consisting of:
- a) acts of fraud or dishonesty by the insured or by any director, partner or employee of the insured;
- or
- b) disappearance or unexplained loss of inventory, shortage, misfiling or misplacing of information or shortages due to error or omission; or
  - c) the voluntary parting with title or possession of any property insured if induced by any fraudulent scheme, trick, device or false pretence.
- 5) Damage** caused by or consisting of:
- a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
  - b) acts of fraud or dishonesty by **You** or your employees;
  - c) disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
  - d) electrical or magnetic injury, disturbance or erasure of electronic records other than by lightning;
- 6) Damage** to moveable property in the open or in open-sided buildings caused by wind, rain, hail, sleet, snow, flood or dust;
- 7) Damage** to the **Property** insured:

- a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat;
  - b) (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair;
- 8) **Damage** by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
- 9) **Damage** to money, cheques, stamps bonds credit cards or securities of any description documents, motor vehicles, caravans, boats, cycles, household goods, sports equipment, contact or corneal lenses:
- 10) **Damage** caused by or consisting of Loss of market, loss of use, monetary devaluation or any other consequential loss.
- 11) **Damage** caused whilst in transit by air unless the property insured is being carried on board the aircraft as hand luggage
- 12) **Damage** caused by or arising from **Pollution** except (unless otherwise excluded) **Damage** to the **Property** insured caused by:
- a) **Pollution** which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, riot, civil commotion, strikers, locked-out workers, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, theft or impact by any road vehicle or animal;
  - b) any of the contingencies in a above which itself results from **Pollution** .
- 13) a) **Damage** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **Insured** or not, where such **Damage** is caused by **Computer Virus** or **Hacking**;
- b) financial loss directly or indirectly caused by or arising from **Computer Virus** or **Hacking**;

Provided that this exclusion shall not exclude **Damage** or financial loss which is not otherwise excluded from this Policy and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, the acts of malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank, apparatus or pipe, sprinkler leakage or impact by any vehicle or animal.

## Section 3: Additional Cost of Working

### Section 3 - What is Covered

If property used by **You** at the **Premises** or elsewhere as specified sustains **Damage** for which liability has been admitted under **Section 2** causing an interruption of the **Business** which results in loss of **Gross Income** and is notified to us during the Period of Insurance **We** will indemnify **You** for:

- additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Income** which but for that expenditure would have been sustained during the Indemnity Period as a result of the Damage but not exceeding the reduction in **Gross Income** avoided;

less any sum saved during the **Indemnity Period** in respect of charges or business expenses payable out of **Gross Income** which cease or are reduced as a result of the **Damage**.

### Section 3- Limit of Liability

The maximum amount payable in any one **Period of Insurance** in respect of any item insured under this Section is the Sum Insured stated under **Section 3** in the **Schedule** for each item.

### Section 3 - Special Conditions

#### **Automatic Reinstatement of Loss**

Unless there is written notice by **Us** to the contrary in the event of Damage under this Section **We** shall automatically reinstate the Sum Insured provided that **You** pay the appropriate additional premium.

#### **Cessation of Trading**

All cover under this Section will immediately cease if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent.

#### **Accounting Adjustments**

Any adjustments implemented in current cost accounting will be disregarded.

#### **Value Added Tax**

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

#### **Settlement Terms**

In the event of **Damage** occurring before expiration of the first financial year of the **Business** the results of the **Business** to date of the **Damage** shall be used as a basis upon which to assess what the Gross Income of the **Business** for the first financial year would have been had the **Damage** not occurred, otherwise, the financial results of the prior years' trading will be used as the basis for settlement.

## Section 4: Employers Liability

**Section 4** of this Policy operates on a 'losses occurring' basis. This means that indemnity shall only be provided for **injury** that is first caused during the **Period of Insurance**. This Section is intended to comply with the laws relating to the compulsory insurance of injury to employees in the UK and **You** must repay to **Us** any amounts **We** have to pay as a result of such laws but for which **We** are not liable under the terms of the Policy. This Section shall only provide cover for **Employees** who are **United Kingdom Nationals** and/or who are ordinarily resident the **United Kingdom**.

### Section 4 - What Is Covered

In the event of **Bodily Injury** to an **Employee** within the **Territorial Limits** arising out of and in the course of employment with **You**, **We** will indemnify **You** in respect of:

- a) **Compensation** for which **You** become legally liable to pay in respect such **Bodily Injury**.
- b) **Defence Costs** in connection therewith.

### Section 4 - Limit of Indemnity

In respect of any one **Occurrence**:

- a) The total amount payable under this Policy (including all Extensions and Memoranda except where otherwise provided) in respect of all **Compensation** and **Defence Costs** shall not exceed the **Limit of Indemnity** for Employers Liability.
- b) The total amount payable under this Policy in respect of all **Compensation** and **Defence Costs** arising out of all claims during any **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of persons insured having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** for Employers Liability.

For the purposes of the **Limit of Indemnity** for Employers Liability, all persons covered under this Policy shall be treated as one insured party or single legal entity so that there will be only two parties to the contract of insurance namely **You** and **Us**.

### Section 4 - Extensions

These Section Extensions are subject otherwise to the terms, conditions and exclusions of this Policy.

#### 1) **Work Overseas**

The Indemnity provided by this Section shall apply in respect of liability for **Bodily Injury** caused to **Your Employees** whilst temporarily engaged in work outside of the **United Kingdom**. Provided that:

- a) **You** are ordinarily resident within the **United Kingdom**;
- b) **We** shall not provide indemnity in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation;

c) the “temporary” period will not exceed 60 days on any one trip.

## 2) Unsatisfied Court Judgements

In the event of:

- a) any **Employee** or the personal representatives of any **Employee** being awarded damages by any court in the **United Kingdom**, for which a third party is liable, in respect of **Bodily Injury** arising out of and in the course of their employment by **You**; and
- b) caused during the **Period of Insurance**, and
- c) remaining unsatisfied in whole or in part 6 months after the date of judgement,

**We** will at **Your** request pay to the **Employee** or the said personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied. Provided that:

- i) there is no appeal outstanding against such judgement; and
- ii) if **We** make payment under the terms of this extension, the **Employee** or the said legal personal representatives of the **Employee** shall assign the judgment to **Us**;
- iii) **Section 4: Employers Liability** is operative at the time that such **Bodily Injury** is caused;
- iv) **Our** liability for under this extension shall not exceed the amount stated as the **Limit of Indemnity** for Employers Liability

## 3) Offshore

The Indemnity provided by this Section shall also apply in respect of liability for **Bodily Injury** caused to an **Employee** whilst engaged in work performed **Offshore**. Provided that:

- a) the **Limit of Indemnity** for Employers Liability shall be amended to GBP5,000,000 any one **Occurrence**.
- b) this Extension will only apply where relevant information has been referred to, and specifically agreed by **Us**, and this Extension has been confirmed as “INCLUDED”, within the **Schedule** and the additional premium paid.

## 4) North America

The Indemnity provided by this Section shall also apply in respect of liability for **Bodily Injury** caused to an **Employee** whilst engaged in work **North America**, Provided that:

- a) **Our** liability for **Compensation** costs and expenses shall not exceed GBP 2,000,000 in respect of all **Compensation** and **Defence Costs** arising out of all claims during any **Period of Insurance**.
- b) this Extension will only apply where relevant information has been referred to and specifically agreed by **Us**, and the Extension has been confirmed as “INCLUDED”, within the **Schedule** and the additional premium paid.



- c) Any dispute concerning the interpretation of the terms conditions limitations and/or exclusions contained herein is understood and agreed by both **You** and **Us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any Court or competent jurisdiction within England or Wales and to comply with all requirements necessary to give such Courts jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court

## 5) Terrorism

Notwithstanding General Exclusion 1 – War and Terrorism and subject to the terms and conditions of the Policy, **We** will indemnify **You** under the Employers' Liability Section in respect of **Bodily Injury** to any **Employee** arising out of **Terrorism**, provided that in respect of any one **Occurrence** or series of **Occurrences** arising out of any one original cause, **Our** liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by, or arising from **Terrorism** shall not exceed GBP5,000,000

## Section 4 - Exclusions

**We** shall not provide indemnity in respect of:

- 1) liability in respect of which compulsory Insurance or security is required under the Road Traffic 1988 or the Road Traffic Act (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order.
- 2) any amount payable under Workmen's Compensation, Social Security or Health Insurance legislation.

## Section 5: Public Liability

### Section 5 - What is Covered

In the event of accidental:

- a) **Bodily Injury**;
- b) **Property Damage**;
- c) nuisance, trespass or interference with any right of way, air, light or water or other easement;
- d) false arrest, false detention, false imprisonment or wrongful eviction

occurring during the **Period of Insurance** in connection with the **Business**, **We** will indemnify **You** in respect of:

- i) **Compensation** arising out of such an **Occurrence**; and
- ii) all **Defence Costs** incurred in connection with such **Occurrence**;

### Section 5 - Limit of Indemnity

- 1) **Our** liability for **Compensation** shall not exceed the amount stated as the **Limit of Indemnity** for Public Liability.
- 2) **Defence Costs** shall be payable in addition to the **Limit of Indemnity** for Public Liability.

### Excess

**We** shall not be liable for the first amount of GBP100.00 in respect of each and every claim in respect of **Property Damage**.

### Section 5 - Extensions

These Section Extensions are subject otherwise to the Terms Conditions and Exclusions of this Policy.

#### 1) **Non-Manual trips to North America**

**We** will indemnify **You** under this Section, in respect of liability for **Bodily Injury** or **Property Damage**, happening anywhere **North America**, directly arising out of **Business** visits by directors or non-manual **Employees**. Provided always that:

- a) such directors and non-manual **Employees** are ordinarily resident in the **United Kingdom**; and
- b) **We** shall not indemnify the **You** under this extension in respect of liability arising directly or indirectly through any management decision, whether by way of omission or commission, relating to the operations of any parent, subsidiary or affiliated company situated in **North America**.

## **Section 5 - Exclusions**

The indemnity provided under this Section shall not apply to:

- 1) liability for, arising out of or in any way involving **Bodily Injury** to any **Employee**, or to any member of **Your** family arising out of and in the course of employment by **You**;
- 2) liability for, arising out of or in any way involving the ownership, possession or use by **You**, or on **Your** behalf of any:
  - a) aircraft, aerospace device or hovercraft;
  - b) water-craft other than hand-propelled watercraft or other watercraft not exceeding 8 metres in length;
  - c) mechanically-propelled vehicle:
    - i) for which compulsory insurance or security is required under any legislation governing the use of the vehicle;
    - ii) where indemnity is provided by any other Insurance.
- 3) liability caused by or arising from any **Products**;
- 4) liability for, arising out of or in any way involving **Property Damage** to that part of any property on which **You**, or any servant or of **Yours**, is or has been working.
- 5) liability for, arising out of or in any way involving loss of or damage to material property which at the time of the **Occurrence** giving rise to such legal liability, is owned by or held in trust by or in **Your** custody or control other than personal effects (including vehicles and their contents) of any visitor, director, partner or **Employee**.
- 6) caused by or arising from design, formula, advice or specification provided by **You** or on **Your** behalf for a fee or in circumstances where a fee would normally be charged.

## Section 6: Products Liability

### Section 6 - What is Covered

In the event of accidental:

- a) **Bodily Injury;**
- b) **Property Damage**

occurring during the **Period of Insurance** in connection with **Your Products**, **We** will indemnify **You** in respect of:

- i) **Compensation** arising out of such an **Occurrence**; and
- ii) all **Defence Costs** incurred in connection with such **Occurrence**;

### Section 6 - Limit of Indemnity

- 1) **Our** liability for **Compensation** shall not exceed the amount stated as the **Limit of Indemnity** for Products Liability.
- 2) **Defence Costs** shall be payable in addition to the **Limit of Indemnity** for Products Liability

For the purposes of the **Limit of Indemnity** for Products Liability all persons covered under this Policy shall be treated as one insured party or single legal entity so that there will only be two parties to the contract of insurance namely **Us** and **You**.

### Section 6 - Excess

**We** shall not be liable for the first amount of GBP100.00 in respect of each and every claim in respect of **Property Damage**.

### Section 6 - Exclusions

**We** shall not provide indemnity in respect of:

- 1) liability for, **Bodily Injury** to any **Employee** or a member of the **Your** family arising out of and in the course of employment by **You**;
- 2) liability for, arising out of, or in any way involving any design, formula, advice or specification provided by **You** or on **Your** behalf for a fee or in circumstances where a fee would normally be charged.
- 3) liability for costs of repair, alteration, replacement, removal or recall of any **Products** supplied which give rise to a claim or any refund for such **Products** supplied.
- 4) liability for, arising out of, or in any way involving **Products** supplied which to **Your** knowledge are exported to **North America** unless otherwise agreed in writing by **Us**.

## Extensions Applicable to Sections 4, 5 and 6

These Section Extensions are subject to the Terms, Conditions and Exclusions of the Policy.

### 1) Claimants Costs and Expenses

**We** will provide indemnity in respect of legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity expressed in Sections 3, 4 and 5 applies.

### 2) Defence Costs and Expenses

**We** will provide indemnity in respect of all:

- a) costs incurred with **Our** written consent for legal representation at any:
  - i) coroner's inquest or other inquiry in respect of any death;
  - ii) proceedings in any court in respect of any act or omission caused or relating to any **Occurrence**.
- b) other costs and expenses incurred with our written consent

in relation to any matter which may be the subject of indemnity under Sections 3, 4 or 5.

### 3) Health and Safety at Work Act

**We** will indemnify **You** in respect of:

- a) costs and expenses incurred with **Our** prior written consent; and
- b) costs and expenses awarded against either **You** or any director or **Employee** of the **Yours** in connection with a prosecution (including an appeal against conviction resulting from a prosecution), as a result of an alleged offence under any legislation in the **United Kingdom** (including Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; Consumer Protection Act 1987; Food Safety Act 1990, but not arising under the Corporate Manslaughter and Corporate Homicide Act 2007), giving rise to duties in relation to the **Business**

where the circumstances of the alleged offence may be the subject of indemnity under this Policy.

Provided always that:

- i) notice of any prosecution is received during the **Period of Insurance** and the said offence alleges breach of a relevant duty of care in relation to the **Business**; and where:
- ii) the circumstances of the alleged offence may be the subject of indemnity under this Policy;

and

- iii) **We** shall not be liable:
  - (a) for the payment of any fine or penalty; or
  - (b) where the prosecution results from a deliberate management decision, act or omission of management.

The **limits** under this extension 3 are included within the **Limit of Indemnity** for each Section and are the maximum amounts the **underwriter** will pay in respect of any one prosecution, regardless of the number of **You** entitled to indemnity in respect of such prosecution.

Any sum **We** pay under this extension for a claim arising under **Section 6** – Products Liability will reduce the amount of the aggregate **Limit of Indemnity** available for any other payment under **Section 6** – Products Liability and the remaining amount of such aggregate limit is the most that will be available for any other payment.

#### 4) **Compensation for Court Attendance**

In the event of any **You** or any **Employee** attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Policy, **We** will reimburse **You** at a rate of GBP250 per day for each day on which attendance is required.

#### 5) **Indemnity to Other Persons**

If **You** comprise more than one party, **We** will provide indemnity to each such party, in the same manner and to the same extent, as if a separate Policy had been issued to each, provided always that the cumulative total amount payable hereunder to all such parties shall not exceed the **Limit of Indemnity**.

#### 6) **Prosecution Defence Costs arising under the Corporate Manslaughter and Corporate Homicide Act 2007**

**We** will indemnify the **Named Insured** in respect of the defence costs incurred solely for the conduct of **Your** defence resulting from a prosecution of an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007 (including an appeal against conviction) up to the **limit** for this extension shown below.

Provided always that:

- a) notice of any prosecution under the Act is received during the **Period of Insurance** and the said offence alleges breach of a relevant duty of care in relation to the **Business** and where the circumstances of the alleged offence may be the subject of indemnity under this Policy; and
- b) **We** shall not be liable for the payment of any fine or penalty.

The maximum **We** will pay under this extension 4a is as stated in the **schedule** and is the maximum amount the **We** will pay in respect of any one prosecution or all prosecutions during

any one **Period of Insurance**, regardless of the number of parties entitled to indemnity in respect of such prosecution or prosecutions.

## 7) Sudden & Accidental Pollution

Notwithstanding the provisions of General Exclusion 7) Pollution, **We** will indemnify **You** in respect of liability in respect of both **Bodily Injury** and **Property Damage** caused solely by a **Pollution Incident**.

Provided that

- a) all **Pollution** which arises out of such incident shall be deemed to have occurred at the time such incident takes place;
- b) **We** shall not provide indemnity in respect of liability for, arising out of or in any way involving **Pollution** happening anywhere in the United States of America or Canada or any territory which comes within the jurisdiction of the United States of America or Canada;
- c) **Our** liability for **Compensation** payable under **Section 5: Public Liability** and **Section 6: Products Liability** in respect of any and all **Pollution** which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the **Limit of Indemnity** for Products Liability.

## 8) Indemnity to Principals

To the extent that any contract or agreement entered into by **You** with any **Principal** so requires, **We** will subject to the **Limit of Indemnity**:

- a) indemnify **You** against liability assumed by **You**;
- b) indemnify the **Principal** in like manner to **You** in respect of the liability of the **Principal** arising out of **Your** performance of such contract or agreement.

Provided always that:

- i) the conduct and control of claims is vested in **Us**; and
- ii) the **Principal** shall observe, fulfil and be subject to the Terms, Conditions and Exclusions of this Policy;
- iii) indemnity shall not apply to liability in respect of liquidated damages or to liability under any penalty clause;

Indemnity to any **Principal** shall only apply in respect of liability for which **You** would have been entitled to indemnity herein if the claim had been made directly against **You**

For purposes of this Extension the term **Principal** shall include but shall not be limited to any partner co-venturer subsidiary or affiliated or parent company to the **Principal** but only to the extent that the contract between the **Principal** and **You** requires these additional parties to be indemnified in a like manner to **You**.

9) **Automatic cover in respect of Waiver(s) of subrogation rights and/or Hold Harmless agreement(s)**

Notwithstanding the provisions with regard to Subrogation contained in the Claims Conditions it is hereby understood and agreed that solely insofar as required by the terms and conditions of any written contract bid or work order entered into by **You** in the course of the **Business** this Policy will include liability attaching to **You** by reason of any waiver(s) of subrogation rights and/or hold harmless agreement(s).

This extension applies solely to the extent of any condition of indemnity contained in such contract bid or work order.



## Complaints Procedure

**Our** aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** Policy or the handling of a claim **You** should, in the first instance, contact **Us** or **Your** broker where applicable. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights.

**Our** contact details are:

**iNdemnity3 Ltd:** The Complaints Officer  
iNdemnity3 Limited  
71-75 Shelton Street  
Covent Garden  
London  
WC2H 9JQ

0330 118 0004

info@indemnity3.co.uk

**HIDAC:** Director of Claims  
Lloyd's Syndicate 4000  
Level 3,  
8 Fenchurch Place,  
London EC3M 4AJ

020 7337 4400

If **Your** complaint cannot be resolved by the Complaints Department within two weeks, or if **You** have not received a response within two weeks **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response.

Lloyd's contact details are:

**Post:** Complaints  
Lloyd's,  
One Lime Street,  
London EC3M 7HA

**Telephone:** +44 (0) 20 7327 5693

**Fax:** +44 (0) 20 7327 5225

**Email:** [Lloyds-Regulatory-Complaints@lloyds.com](mailto:Lloyds-Regulatory-Complaints@lloyds.com)

**Website:** [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or if **You** have not received a written final response within eight weeks from the date **We** received **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

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

**Telephone:** (Fixed): 0800 0234567  
(Mobile): 0300 1239123  
(Outside UK): +44 (0) 20 7964 0500

**Fax:** +44 (0)20 7964 1001

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Alternatively, if **You** have bought a product or service online **You** may have the right to register **Your** complaint with the European Commission's online dispute resolution (ODR) platform. The ODR platform will redirect **Your** complaint to the appropriate alternative dispute resolution body. For further details visit <http://ec.europa.eu/odr>

Please note:

- **You** must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of **Our** final response
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

## Privacy Notice

### Information we process

**You** should understand that information **You** provide, have provided and may provide in future will be processed by **Us** in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

### Information containing personal and sensitive personal information

Information **We** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual, for example name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **Your** health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

### Collecting electronic information

If **You** contact **Us** via an electronic method, **We** may record **Your** Internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

### How will We use the information you give Us?

We will only use **Your** information on the basis that it is necessary to administer **Your** insurance contract or help **You** make a **Claim**. Where we need to pass information to other firms, it will only be for that purpose. These firms will be Insurers, other insurance brokers, Managing General Agents and firms handling claims. It includes finance providers and firms that process or administer **Our** records.

When we contact **You**, it will either be for the above reason, or because **We** have a legitimate interest in marketing related products. For any other marketing it will only be with **Your** consent and **You** will be able to withdraw **Your** consent or unsubscribe easily at any time.

If **We** have to transfer information to a country outside the EU, **We** will only do so if a similar level of protection applies. If **We** need to obtain information which is by nature sensitive, **We** will only do so on the basis that it is in the public interest - for example to fight crime, prevent fraud or to make sure insurance is available.

### What type of personal information do we need?

- **We** may need personal details which might include details of members of **Your** family, lifestyle, finances, business or education.
- **We** will only collect what is necessary and will only keep it for as long as **We** are required to do in line with **Our** data retention Policy.

### What other types of information do We need?

- Under certain circumstances **We** may also need to obtain information about Race or Origin, Gender, Religion, Health, Politics, Genetics, Trade Union Membership, Sex or Sexual Orientation.
- **We** might also need details of criminal convictions.
- **We** will only collect what is necessary and protect it with appropriate security measures.

### How do We obtain Your information?

- **We** may gather it from information **You** submit to a website, by telephone, face to face or by email.
- **We** may receive it from insurers, other insurance brokers, Managing General Agents, introducers, and firms handling claims. It includes finance providers and firms that process or store **Our** records.

### What are Your legal rights?

- **You** have the right to complain to the Information Commissioner at [www.ico.org.uk](http://www.ico.org.uk), Tel 0303 123 11132.
- **You** can obtain a copy of **Your** personal information from **Us** without charge by contacting **Vaughan Rudd** at our Manchester office below. This may include the right to transfer information to other providers.
- **You** have the right to ask **Us** to correct information.
- **You** have the right to ask **Us** to delete **Your** information or stop using it, unless it is necessary for **Us** to retain it for insurance or financial purposes as set out in **Our** document retention Policy.
- **You** may have the right to object if decisions about **You** are made solely by a computer.