

# Insurance policy

**Architects and engineers professional combined**

# Policyholder services

We offer a range of exclusive services for policyholders, which provide practical advice and professional help from industry experts.

## Collateral warranty review

Markel construction policyholders can save money on legal bills by using our fast and efficient collateral warranty review service, provided on our behalf by Clyde & Co LLP. The service is available on the following policies: architects and engineers, design and build, and surveyors.

## Cyber risks helpline

Markel cyber risks policyholders can access our helpline, provided by DAC Beachcroft, to obtain expert legal and technical IT security guidance on issues arising from cyber and data protection risks.

## Employer helpline and guides

Markel employment law protection policyholders can access our employer helpline and guides provided by employment law specialists at LHS Solicitors LLP. The employer helpline must be used whenever TUPE issues could potentially arise.

## PR crisis management

Specified Markel policyholders have access to specialist public relations advice, public relations organisation, The Counsel House (TCH), to manage adverse press coverage should certain claims situations arise.

### **Please note:**

Cyber risks helpline is available exclusively with cyber and data risks cover.

Employer helpline and guides is available exclusively with employment law protection cover.

PR crisis management is available exclusively with the following policy sections: directors and officers, management liability, executive liability and entity defence.

For further information, please visit

[www.markelinternational.com/policyholderservices](http://www.markelinternational.com/policyholderservices)

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# Welcome

Welcome and thank you for choosing to buy your engineers professional combined policy from Markel.

This document, the schedule and any endorsement(s) attached form your policy. This document sets out the conditions of the insurance between **you** and **us**. Please carefully read the following and keep them in a safe place:

- this document,
- the schedule, and
- any endorsements that apply

## The insurance contract

In return for payment of the premium shown in the schedule, **we** agree to insure **you** as described in each section of this document, subject to the terms and conditions contained in or endorsed on this policy.

## The cover provided

The cover provided depends on which sections of cover you have chosen.

It is important that:

- **you** check that the sections you have requested are included in the schedule
- **you** check that the information **you** have given **us** is accurate – see 'our reliance on the information provided to us' in the 'important information' section
- **you** notify **your** broker as soon as practicable of any inaccuracies in the information **you** have given **us**
- **you** comply with **your** duties under each section of cover and under this policy as a whole.

## Exclusions

Your policy is subject to exclusions and these tell you what is not covered.

Some exclusions apply to this policy as a whole and are found under 'what is not covered (general exclusions)'.

There are also exclusions that apply to specific sections of cover. These are found in each section of cover under the heading 'what is not covered'.

## The meaning of highlighted words

Some of the words in this policy have a special meaning, **we** have highlighted these words in bold print.

Some of these words have the same meaning throughout this policy, these will be found under the section 'words with special meaning that apply throughout this policy (general definitions)'.

Other words only have a special meaning that is used in a specific section of cover or the meaning may vary from one section to another. The meaning of these words are found in the list of 'words with special meaning (definitions)' in each section of cover.

# Important information

## How to make a claim

If **you** want to make a claim under this policy, either:

- contact **your** insurance broker, or
  - contact **us** by
    - writing to our claims team at Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds LS11 5AS, or
    - phoning our claims team on 0345 355 2227, or
    - email our claims team – [claimsuk@markelintl.com](mailto:claimsuk@markelintl.com)
- quoting your policy number and the name of the policyholder shown in the policy schedule.

## Things you must do

**You** must comply with the claims conditions. These can be found under 'claims conditions that apply to this policy as a whole'.

If **you** fail to comply with these conditions **we** may not pay **your** claim or any payment could be reduced.

## Fraudulent claim

If **you** make a fraudulent claim under this policy:

- **we** are not liable to pay the claim, and
- **we** may recover from **you** any sums **we** have paid to **you** in respect of the claim, and
- **we** may write telling **you** that **we** are treating the contract as having been terminated with effect from the fraudulent act.

If **we** do write to **you** telling **you** that **we** are treating this policy as having been terminated:

- **we** will not be liable to **you** in respect of any relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this policy (such as a loss, the making of a claim, or the notification of a potential claim), and
- **we** need not return any of the premium paid.

If this policy provides cover for any person who is not a party to the contract of insurance ('a covered person', for example a **director or officer** or an **insured person**), and a fraudulent claim is made under this policy by or on behalf of a covered person, **we** may exercise the same rights as above as if there was an individual contract of insurance between the covered person and **us**. However, the exercise of any of these rights shall not affect the cover provided under this policy for any other person.

In respect of any fraudulent claim under section of cover C (director and officers liability), **we** will not exercise **our** right to treat this policy as having been terminated.

## Our reliance on the information provided to us

In deciding to accept this policy and in setting the terms and premium **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **you** become aware that information **you** have given **us** is inaccurate **you** must inform **us** as soon as practicable.

The information **you** have provided **us** constitutes **your** fair presentation of risk.

A 'fair presentation of the risk' is one

- which discloses to **us** every material circumstance which **you** know of or ought to know of, or
  - gives **us** sufficient information to put **us** on notice that we will need to make further enquiries for the purpose of revealing those material circumstances, and
  - which makes that disclosure in a manner which is reasonably clear and accessible to **us**

and

- in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

A 'material circumstance' is one that would influence **our** decision as to whether or not to agree to insure **you** and, if so, the terms of that insurance. If **you** are in any doubt as to whether a circumstance is material **you** should disclose it to **us**.

If **you** fail to make a fair presentation of risk there are a number of remedies available to **us** which are set out in general condition 8 (breach of the duty of fair presentation) in the section 'conditions that apply to this policy as a whole (general conditions)'.

**We** will write to **you** if **we** intend to take one of these remedies.

### How to cancel this policy

**You** can cancel this insurance (other than cover clause C (directors and officers liability)) at any time by writing to **your** broker.

**We** can cancel this insurance (other than cover clause C (directors and officers liability)) by giving **you** 30 days written notice. **We** will only do this for a valid reason, examples of valid reasons are:

- a change in risk occurring which means **we** can no longer provide **you** with insurance cover
- non-cooperation or failure to supply any information or documentation **we** request.

### Cooling-off period

This policy has a cooling-off period of 14 days from either:

- the date **you** receive this insurance policy, or
- the start of the period of insurance shown in the policy schedule

whichever is the later.

### Refund of premium

If **we** pay (or have agreed to pay) any claim, in whole or in part, then no refund of premium will be allowed.

If **we** haven't paid (or agreed to pay) any claim, in whole or in part, then:

- if **we** cancel this policy **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for 6 months and the period of insurance shown in the policy schedule is for 12 months, the deduction for the time **you** have been covered will be half the annual premium.
- if **you** cancel this policy within the cooling-off period **we** will return to **you** all of the premium paid without any deduction.
- if **you** cancel this policy outside the cooling-off period **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis.

If the premium is paid by instalments the way **we** calculate the return premium may differ, please refer to general condition 2 (premium payment).

## How to make a complaint

**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 **your** insurance broker.

In the event that **you** remain dissatisfied and wish to make a complaint **you** can do so at any time by either writing to:

Markel (UK) Limited  
Verity House  
6 Canal Wharf  
Leeds  
LS11 5AS

Markel International Insurance Company Ltd  
20 Fenchurch Street  
London  
EC3M 3AZ

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service.

If **you** were sold this product online or by other electronic means and within the European Union (EU) **you** may refer **your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **your** complaint the ODR will escalate **your** complaint to **your** local dispute resolution service – this process is free and conducted entirely online.

**You** can access the ODR platform on <http://ec.europa.eu/odr>

## The Financial Ombudsman Service (FOS)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The contact details for the FOS are:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK, or  
0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on  
mobile tariffs in the UK)

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)

In certain situations **you** will not be able to refer **your** complaint to the Financial Ombudsman Service.

If **you** are a large business with an annual turnover of over two million euros (or the equivalent in pounds sterling) and **you** employ more than 10 employees, **you** are not eligible to refer **your** complaint to the Financial Ombudsman Service. If **you** are unsure whether **you** are able to refer **your** complaint, please contact the Financial Ombudsman Service.

Making a complaint does not affect **your** right to take legal action.

## Details of the Financial Services Compensation Scheme

Under the Financial Services & Markets Act 2000 **you** may be able to claim from the Financial Services Compensation Scheme. The level of compensation is different depending on the type of cover **you** hold:

- compulsory insurance, such as employer's liability, is covered for 100% of the claim
- for other insurances 90% of the claim is covered with no upper limit
- further information can be obtained by visiting the Financial Services Compensation Scheme website on [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0800 678 1100 or 020 7741 4100

## Language

This policy and all correspondence between **you** and **us** in relation to this policy (including any correspondence in relation to a claim) shall be in English.

## Regulatory authorities

**We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services number 202570) and registered in England with company number 966670 with a registered office at 20 Fenchurch Street, London EC3M 3BY.

## Data protection

Some of the information that **you** have provided to **us** may be personal data as defined by the Data Protection Acts 1998 (the 'DPA'). This will be processed by **us**, in compliance with the DPA, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

## Rights of third parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 (or any amendment or re-enactment of the Act) 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 the Act.

## Sanctions limitation

**We** will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

## Choice of law

The law of England and Wales will apply to this contract unless at the commencement of the period of insurance shown in the policy schedule **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, in which case (in the absence of agreement to the contrary) the law of Scotland will apply.

Any legal proceedings between **you** and **us** in connection with this policy will take place in the courts of the part of the **United Kingdom** in which **you** live or have **your** registered office.



# Words with special meanings that apply throughout this policy (general definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this policy. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured, you, your or yours.** The meaning of these words can vary depending upon which section of cover they appear in. Their meaning is given under 'words with special meanings' under each section of cover.

When these words appear in either:

- conditions that apply to this policy as a whole'; or
- 'exclusions that apply to this policy as a whole',

then they will have the meaning which is given in the relevant section of cover.

**Business** means **your** activities, profession or occupation that **you** have told **us** about and which **we** have confirmed are acceptable to **us** for the purpose of this insurance.

**Computer equipment** means any:

- computer; or
- electronic data processing device, equipment or system,

and includes any;

- hardware;
- software programme instruction;
- data; or
- component,

utilised or intended to be utilised in or by the computer or electronic data processing device, equipment or system.

**Computer virus** means any corrupting, harmful or unauthorised instructions or code that spreads itself through a computer system or network including malware, 'Trojan horses', 'worms' or 'time or logic bombs'.

**Contamination** means the:

- contamination;
- poisoning;
- prevention or limitation of use

of objects due to the effects of chemical or biological substances.

**Costs and expenses** means legal costs and expenses incurred:

- by **us**; or
- by **you** (provided **we** have agreed with **you** in writing that **you** may incur these costs and expenses),

but does not include:

- damages and costs awarded against **you**; or
- any kind of payment for work or service due to **you**.

**Discovery period** means the period immediately following the expiry of the period of insurance shown in the policy schedule during which:

- a claim; or
- circumstance for which cover is provided under the appropriate section of cover

can be reported to **us**.

**Mould** means any permanent or impermanent fungus (including mould or mildew but not including dry rot) or any of the spores, scents or by-products produced by a fungus regardless of whether or not they are proved to have caused any disease, injury or damage.

**Mould event** means any actual, alleged or threat of:

- contact with;
- exposure to;
- inhalation of;
- absorption of;
- discharge of;
- dispersal of;
- seepage of;
- migration of;
- release of;
- escape of;
- presence of;
- growth of;

**mould.**

**Our, us, or we** means Markel International Insurance Company Limited.

**Pollution** means the:

- discharge,
- dispersal,
- release, or
- escape

of any irritant or contaminant.

**Proposal** means all the information supplied to **us** (whether by written, electronic or any other means) for the purpose of effecting this policy.

**Terrorism** means any act of terrorism (including the use or threat of violence) 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 or overthrow any government (whether by right or not) and/or
- putting the public or any section of the public in fear.

**United Kingdom** means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**Unlawful association** means any unlawful organisation which is engaged in **terrorism** including any organisation which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000 or any legislation amending or re-enacting the act.

**War** means:

- war; or
- invasion;
- act of foreign enemies; or
- hostilities or warlike operations (whether or not war is declared); or
- civil war; or
- rebellion; or
- revolution; or
- insurrection; or
- civil commotion assuming the proportions of or amounting to an uprising; or
- mutiny or usurped power.

# Cover sections

## 1 Professional liability

*Please look at the policy schedule to see if this cover is provided.*

### What is covered

#### a 1 Civil liability

**We** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged:

- negligence
- unintentional breach of confidentiality
- unintentional breach of copyright
- libel, slander or defamation
- any other actual or alleged act, error or omission that results in a civil liability committed during the carrying out of **your professional services**.

#### a 2 Construction Act adjudication clause

**We** will also pay **you** for **your** legal liability for an adjudicator's award made against **you** under a procedure complying with the Housing Grants Construction and Regeneration Act 1996 (or any legislation amending or re-enacting the Act) arising from a claim that would otherwise be covered under cover section a 1 (civil liability) above.

(If **you** are in any doubt as to the terms and effect of this clause **you** may call **our** claims department on 0345 355 2227; for example, whether **you** should notify **us** that **you** are proposing to serve a notice of intention to refer a dispute to adjudication under the Act in circumstances which could give rise to a claim against **you**).

### What we will pay

The most **we** will pay for any claim or series of claims arising from the same original cause is the **limit**.

In addition **we** will pay **your costs and expenses** resulting from the claim, however,

- if **your** legal liability is greater than the **limit** then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced.
- if **your** legal liability arises in any way from **pollution** and it is not excluded under 'what is not covered' then the most **we** will pay for **your** legal liability plus **costs and expenses** is the **limit**.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to **your** legal liability for damages, adjudicator's awards and **costs and expenses** in respect of each claim or series of claims arising from the same original cause.

#### b Loss of documents

**We** will pay **you** the amount of money spent by **you** in replacing or restoring any **document** which, during the period of insurance shown in the policy schedule, has been either

- physically destroyed or damaged, or
- lost or mislaid and which cannot be found after careful search

and which is reported to **us** during that same period of insurance.

### What we will pay

The total amount **we** will pay during the period of insurance shown in the policy schedule is £100,000

**We** will not pay **you** if:

- **you** have chosen section of cover 7, Property Damage.
- the destruction, damage, loss or mislaying of the **document** arises in any way from the
  - failure, or
  - the failure to produce the desired or intended resultof any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system occasioned other than through its physical destruction or damage.

#### c Compensation for court attendance

If at **our** request

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay you the following amounts:

- for any director or partner £500 per day
- for any **employee** £250 per day

for each day on which attendance is required.

#### 4 Discovery period

If **we** refuse to renew this section of cover (1 – professional liability) for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if **you** decline to accept **our** renewal terms, then **you** shall automatically be entitled to a 30 day **discovery period**.

The **discovery period** shall only apply to **wrongful acts** first committed or allegedly committed during the period of insurance shown in the policy schedule.

**You** will not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

### What is not covered (exclusions)

#### 1 Other insurance

**We** will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance **we** will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

#### 2 Legal action

**We** will not pay **you**

- where the claim is brought in a court of law outside the jurisdiction shown in the policy schedule for this section of cover, and/or

- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgement.

### 3 Employers liability

**We** will not pay **you** where **your** legal liability arises in any way from

- **injury** to any **employee** that results from their employment by **you**, or
- a breach of your responsibility as an employer to any **employee** or prospective **employee**.

### 4 Property

**We** will not pay **you** where **your** legal liability arises in any way from the ownership, possession or use by **you** or on **your** behalf of any

- land
- buildings
- aircraft
- watercraft, or
- mechanically propelled vehicle.

### 5 Dishonest and malicious acts

**We** will not pay **you** where **your** legal liability results from any

- dishonest
- fraudulent
- criminal, or
- malicious

act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

- no one will be entitled to payment in respect of any legal liability and/or **costs and expenses** resulting from their dishonest, fraudulent, criminal or malicious act or omission or from condoning such an act or omission.
- **we** will deduct from any amount payable by **us**:
  - any amounts due from **you** to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
  - any amounts held by **you** and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
  - any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

### 6 Penalties, liquidated damages and collateral warranties

**We** will not pay **you** where **your** legal liability arises from any agreement **you** have entered into to pay penalties or liquidated damages if **your** liability is increased beyond that applicable in the absence of the agreement.

Where **you** have entered into agreements in respect of collateral warranties, duty of care agreements or similar agreements,

- **we** will not pay **you** where **your** legal liability arises from

- any express terms guaranteeing or warranting the fitness for purpose of works which are subject to that agreement unless **your** liability can be shown to be due to **your** breach of reasonable care and skill
- any express guarantee that the works will satisfy any particular performance specification or any express guarantee relating to the period of the project
- **we** will not pay **you** if and to the extent that the scope and/or period of **your** liability under the agreement exceeds the scope and/or period of **your** liability under the contract to which the agreement is supplemental.

## 7 Joint ventures

If **you** are part of a joint venture or consortium **we** will only cover **you** for **your** legal liability arising from **your** own acts or omissions; **we** will not pay **you** where **your** legal liability arises from the acts or omissions of other members of the joint venture or consortium.

## 8 Circumstances known at inception

If **you** knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then **we** will not pay **you** for any legal liability that arises from those circumstances.

## 9 Retroactive date

**We** will not pay **you** where **your** legal liability arises from the carrying out of **your** professional services prior to the **retroactive date**.

## 10 Pollution

**We** will not pay **you** where **your** legal liability arises from or in any way involves **pollution**.

## 11 Products

**We** will not pay **you** where **your** legal liability arises from or in any way involves any **product**.

## 12 Insolvency or bankruptcy

**We** will not pay **you** where **your** legal liability arises in any way from **your** insolvency or bankruptcy.

## 13 Financial interest

**We** will not pay **you** for any claim made against **you** by

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in **your** operation, or
- any company or entity in which **you** or any director, member or partner of **yours** has a financial, executive or controlling interest.

However, **we** will pay **you** if the claim is one for payment or contribution in respect of a claim made by an independent third party against the company, person or entity making the claim against **you**.

## 14 Trading losses

**We** will not pay **you** where **your** legal liability arises in any way from any

- trading losses, or
- trading liabilities, or

- any debts incurred
- by any business managed by or carried on by **you**.

#### 15 Directors and officers

**We** will not pay **you** where **your** legal liability arises in any way from or involves the performance or non-performance by

- **you**, or
- any director or member of **yours**, or
- any **employee**

of any duties as a director or officer of any company.

#### 16 Asbestos

**We** will not pay **you** where **your** legal liability arises in any way from or involves the

- manufacture,
- mining,
- processing,
- distribution,
- testing,
- remediation,
- removal,
- storage,
- disposal,
- use,

or exposure to asbestos or materials or products containing asbestos.

#### 17 Intellectual property rights

**We** will not pay **you** for any claim alleging any breach of intellectual property rights including:

- copyright
- patent
- registered design
- trade mark
- passing off

However, **we** will pay **you** if the claim alleges unintentional breach of confidentiality or unintentional breach of copyright.



## 18 Construction Act

**We** will not pay **you** under cover section a1 (civil liability) where **your** legal liability arises in any way from a claim relating to a construction contract (as defined by the Housing Grants Construction and Regeneration Act 1996, or any legislation amending or re-enacting the Act) being referred to adjudication under a procedure complying with the Act or otherwise.

**We** will not pay **you** under cover section a2 (Construction Act adjudication clause) where

- **you** have agreed to accept the decision of an adjudicator as finally determining the dispute that is the subject of the claim
- **you** have agreed to conditions or restrictions on the timing of commencement of legal or arbitration proceedings (but not adjudication proceedings) relating to any contract to which the Act applies in so far as those conditions or restrictions have an adverse effect on the position that would otherwise apply in their absence.

## Conditions that apply to this section of cover

### 1 Specialist designers and consultants own insurance

If **you** engage any person, firm or company to provide specialist design or consultancy services, **you** must at the time of engagement make sure that they have their own professional indemnity insurance which provides cover

- to them for any negligent act, error or omission during the conduct of their activities or duties whilst acting on **your** behalf
- of not less than either
  - £250,000 for each and every claim, or
  - £1,000,000 in total during any one period of insurance

**You** must also see and record evidence of the professional indemnity insurance being in full force and effect.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

### 2 Construction Act

**You** must contest any adjudication process under the Housing Grants Construction and Regeneration Act 1996 (or any legislation amending or re-enacting the Act) if, at **our** absolute discretion and irrespective of whether or not a counsel agrees, **we** require **you** to do so.

Despite claims condition 1 (notification of claims) and general condition 3 (notice), **you** must notify **us** immediately (within two working days) during the period of insurance shown in the policy schedule of

- the receipt of a notice of an intention to refer a claim against **you** to an adjudicator, or
- any circumstances of which **you** become aware which might reasonably be expected to give rise to a claim against **you** being referred to an adjudicator.

**You** must give **us**

- **your** reasons for **your** anticipation of a claim, and
- full details of dates and persons involved.

If **you** comply with the above then any subsequent claim made will be regarded as having been made during the period of insurance shown in the policy schedule.

**Your** notification to **us** must be in writing addressed to Markel (UK) Limited and delivered preferably by email to [claims@markelintl.com](mailto:claims@markelintl.com) telephone number 0345 355 2227

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

### Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured, you, you or yours** means:

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as this policyholder in the policy schedule.

In the event of the death, incompetency, incapacity, bankruptcy or insolvency of any natural person named as the policyholder or partner or former partner of this policyholder then it also means

- the estate, and/or
- the heirs, and/or
- the legal representatives (including anyone to whom their rights or liabilities have been legally transferred or anyone appointed to act for them)

of the person or partner concerned.

In addition, if **you** request **us** to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

- any director or member of **yours**; or
- any **employee**

**Document** means:

- all documents other than
  - stamps
  - currency
  - coins
  - bank notes and bullion
  - travellers cheques
  - cheques
  - postal orders
  - money orders
  - securities
  - negotiable instruments

and documents of the same kind.

- separable program, instruction or data for physical incorporation into any computer system

that belong to **you** or for which **you** are legally responsible and which are in **your** custody or control (or the custody or control of any person they have been entrusted, lodged or deposited by **you**) in the ordinary course of **your professional services**.

**Employee** means any person (other than a director of **yours**) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with **you**, or
- under any work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- self-employed persons

and who are working for **you** under **your** direct control in connection with the **professional services**.

**Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

**Injury** means:

- bodily injury,
- mental injury,
- emotional distress,
- shock,
- sickness,
- disease, or
- death.

**Limit** means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

**Product** means any goods or services, including

- their containers,
- labelling and instructions provided for the goods or services,

which are

- sold,
- supplied,
- processed,
- installed,
- serviced,
- repaired,
- altered,
- treated, or
- renovated

by **you** or on **your** behalf.

**Professional services** means those services performed by **you** or on **your** behalf in connection with **your business** that **you** have told **us** about and which **we** have confirmed are acceptable to **us** for the purpose of this insurance.

**Retroactive date** means either

- the date when this section of cover was first inceptioned, or
- where equivalent cover to that provided under this section of cover has been continuously maintained immediately prior to the inception of this section of cover, then it means the date that applied to that equivalent cover.

**Wrongful act** means any actual or alleged

- negligence
- unintentional breach of confidentiality
- unintentional breach of copyright
- libel, slander or defamation
- any other actual or alleged act, error or omission that results in a civil liability

SPECIMEN

## 2 Public/products liability

*Please look at the policy schedule to see if this cover is provided.*

### What is covered

#### a 1 Public liability

**We** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from

- **injury** to any person
- loss or damage to material property
- libel, slander or defamation
- wrongful arrest, imprisonment or eviction of any person
- wrongful accusation of shoplifting
- trespass, nuisance or any interference with right of way, by foot, air or water.

occurring during the period of insurance shown in the policy schedule within the European Union and happening in connection with **your business**.

**We** will not pay **you** under this section of cover (public liability) if **your** liability arises in any way from a **product**.

#### a 2 Construction Act adjudication clause

**We** will also pay **you** for **your** legal liability for an adjudicator's award made against **you** under a procedure complying with the Housing Grants Construction and Regeneration Act 1996 (or any legislation amending or re-enacting the Act) arising from a claim that would otherwise be covered under cover section a 1 (public liability) above.

(If **you** are in any doubt as to the terms and effect of this clause **you** may call **our** claims department on 0345 355 2227; for example, whether **you** should notify **us** that **you** are proposing to serve a notice of intention to refer a dispute to adjudication under the Act in circumstances which could give rise to a claim against **you**).

### What we will pay

The most **we** will pay for any claim or series of claims arising from the same original cause is the **limit**.

In addition

- **we** will pay **your costs and expenses** resulting from the claim, however, if **your** legal liability is greater than the **limit** then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced.
- **we** will pay **your** solicitor's fees that **we** agree to in writing for
  - **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**
  - **your** representation at a coroner's court or fatal accident inquiryprovided that the breach, **injury** or death may result in a claim against **you**.

**We** will not pay the **excess** for any legal liability arising from loss or damage to material property. This must be paid by **you**. The **excess** applies to **your** legal liability for damages, adjudicator's awards and **costs and expenses** in respect of each claim or series of claims arising from the same original cause.

## b Products liability

**We** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from

- **injury** to any person
- loss or damage to material property

occurring anywhere in the world during the period of insurance shown in the policy schedule caused by the nature or condition of any **product** initially sold or supplied by **you** from within the **United Kingdom**.

### What we will pay

The most **we** will pay for all claims in total in the period of insurance shown in the policy schedule shall not exceed the **limit**.

In addition

- **we** will pay **your costs and expenses** resulting from the claim, however, if **your** legal liability is greater than the **limit** then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced.
- **we** will pay **your** solicitor's fees that **we** agree to in writing for
  - **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**
  - **your** representation at a coroner's court or fatal accident inquiry provided that the breach or death may result in a claim against **you**.

## c Compensation for court attendance

If at **our** request

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay you the following amounts:

- for any director or partner £500 per day
- for any **employee** £250 per day

for each day on which attendance is required.

## d Health and safety at work.

**We** will pay **your costs and expenses** in **your** defence of any criminal proceedings (including a charge of manslaughter) brought against **you** for a breach of

- the Health and Safety at Work Act 1974, or
- the Health and Safety at Work (Northern Ireland) Order 1978, or
- any legislation amending or re-enacting the above

committed or alleged to have been committed in the course of **your business** during the period of insurance shown in the policy schedule.

**We** will also pay **your costs and expenses** in an appeal against conviction and/or prosecution costs awarded against **you** arising from the above criminal proceedings.

### What we will pay

The most **we** will pay for all **costs and expenses** in total in the period of insurance shown in the policy schedule is £250,000. This amount is inclusive of and not additional to the amount **we** will pay under

- a1 public liability, and
- b products liability.

**We** will not pay **you** if the proceedings relate to the health, safety and welfare of an **employee**.

e **Extensions to the public liability cover**

The public liability section of this policy is extended to include the following

1 **Indemnity to principal**

**We** will at **your** request pay any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions.

However, **we** will only pay the principal if

- **you** would have been entitled to payment under this section of cover (public liability) had the claim been made against **you**
- the principal observes, fulfils and is subject to the terms, conditions and exclusions of this policy in the same way as **you** are.

2 **Damage to hired or rented premises**

Despite exclusion 4 of this section of cover, **we** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from loss or damage to premises and/or the premises' fixtures and fittings where the premises are hired or rented by **you** for the purpose of **your business**.

**We** will not pay the first £100 of the damages and costs or **costs and expenses** unless the loss or damage results from fire or explosion. This must be paid by **you**.

**We** will not pay **you** if **your** legal liability arises from a tenancy agreement or any other agreement. However, **we** will pay **you** for any legal liability you would have had, had you not entered into the agreement.

3 **Defective premises act.**

**We** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from a breach of

- section 3 of the Defective Premises Act 1972, or
- section 5 of the Defective Premises (Northern Ireland) Order 1975, or
- any legislation amending or re-enacting the above

in connection with premises which **you** have disposed of.

**We** will not pay **you** for the cost of rectifying any damage or defect in the premises disposed of.

4 **Use of motor vehicles that don't belong to you (motor contingent liability)**

Despite exclusion 5 of this section of cover, **we** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from the use of any motor vehicle being used for the purpose of **your** business and which is

- not **your** property, and/or
- not provided by **you**.

**We** will not pay **you** for

- any damage to the vehicle or any property on or in the vehicle,
- any liability resulting from the vehicle being driven by anyone other than an **employee**
- where the vehicle is being used outside of the **United Kingdom**.

## 5 Overseas liability

The cover provided by this section of cover (public liability) is extended to include **wrongful acts** occurring anywhere in the world in respect of non-manual work.

The cover provided by this section of cover (public liability) is also extended to include **wrongful acts** committed in a personal capacity whilst **you** are outside of the **United Kingdom** in connection with **your business** but only in respect of **injury** and/or loss or damage to material property.

Despite exclusion 2 of this section of cover, if an action for damages is brought in a court of law within the jurisdiction of the United States of America or Canada then the most **we** will pay **you** in respect of

- **your** legal liability for damages and costs awarded against **you**, plus
- **costs and expenses**

is the **limit**.

**We** will not pay **you** where **your** legal liability arises from the ownership of any land or buildings

## 6 Where there is more than one insured (cross liabilities)

If the **insured** comprises more than one person or entity then the cover provided by this section of cover (public liability) shall be interpreted as if a separate policy had been issued to each person or entity.

However, irrespective of the number of **insureds**, the total amount payable by **us** in respect of all **insureds** shall not exceed the **limit**.

## 7 Member to member liability

If any member of **your**

- canteen, social, sports or welfare organisations, or
- fire, ambulance, first aid, medical or security services,

brings an action for damages against any other member then **we** will pay the member against whom the action is brought in the same way that **we** would pay **you** if the action had been brought against **you**.

However, **we** will only pay the member if they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are.

**We** will not pay the member if they are entitled to payment under any other insurance.

For the purpose of this extension **we** will regard any guest or voluntary helpers as members.



## 8 Data Protection Act

Provided that

- **you** have been accepted and remain registered by the Data Protection Registrar, and
- **you** do not provide computer services to others as part of **your business**

then **we** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from a breach of

- section 13 of the Data Protection Act 1998, or
- any legislation amending or re-enacting the Act

in connection with **your business** during the period of insurance shown in the policy schedule.

**We** will not pay **you**

- where **your** liability results from **your** deliberate act or omission the result of which could reasonably have been anticipated
- where **your** liability results from any act of fraud or dishonesty
- where **your** liability arises from the recording, processing or provision of data for reward or to determine the financial status of any person.

## f Extensions to the products liability cover

The products liability section of this policy is extended to include the following:

### 9 Consumer protection and food safety

**We** will pay **you** for **costs and expenses** arising from the defence of any claim made against **you** which arises from a breach of

- part II of the Consumer Protection Act 1987, or
- sections 7, 8, 14 and/or 15 of the Food Safety Act 1990, or
- any legislation amending or re-enacting the above

committed or allegedly committed in the course of **your business** during the period of insurance shown in the policy schedule including **costs and expenses** in an appeal against conviction.

**We** will not pay **you** where **your** legal liability arises from **your**, wilful, reckless or intentional disregard of **your** duties under these Acts.

### 10 Product to product liability

Despite exclusion 11 of this section of cover, **we** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from loss or damage to a **product** after it has left **your** charge or control

- caused by another **product** supplied, installed or fitted by **you** or on **your** behalf under a separate contract, or
- when **you** are engaged in any operation not connected with the supply, installation or fitting of the original **product**.

## What is not covered (exclusions)

### 1 Other insurance

**We** will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

### 2 Legal action

**We** will not pay **you**

- where the claim is brought in a court of law outside the jurisdiction shown in the policy schedule for this section of cover, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgement.

### 3 Employers liability

**We** will not pay **you** where **your** legal liability arises in any way from

- **injury** to any **employee** that results from their employment by **you**, or
- a breach of any obligation **you** owe as an employer to any **employee** or prospective **employee**.

### 4 Property damage

**We** will not pay **you** where **your** legal liability arises in any way from loss or damage to

- property that belongs to **you**, or
- property or that part of any property on which **you** or anyone acting on **your** behalf are or have been working where the loss or damage is a direct result of the work, or
- property that is in **your** charge, custody or control or in the charge, custody or control of an **employee**, other than
  - the personal property of **your** directors, partners, visitors or **employees**, or
  - premises (including fixtures, fittings and contents) that are not owned, hired or rented by **you** but are temporarily occupied by **you** for the purpose of **your business**.

### 5 Motor vehicles or vessels

**We** will not pay **you** where **your** legal liability arises in any way from the ownership, possession or use by **you** or on **your** behalf of

- any mechanically propelled vehicle for which insurance or security is required under road traffic legislation, however, this exclusion shall not apply
  - when the vehicle is being used as a tool of trade (other than if compulsory insurance is required under road traffic legislation)
  - to the loading or unloading of the vehicle or the delivery or collection of goods to or from the vehicle
  - if the vehicle does not belong to **you** and is moved because it is interfering with the performance of **your business** (unless it is more specifically insured by another insurance policy when this exclusion will apply)

- anything that is made or intended to travel through water or air, however, this exclusion shall not apply to hand propelled watercraft of up to 8 metres in length when used on inland waterways.

## 6 Professional services

We will not pay you where your legal liability arises in any way from

- advice, and/or
- design, and/or
- specification

given or supplied for a fee or where a fee would normally be charged.

## 7 Clause 21.2.1 insurance (JCT standard form of building contract)

**We** will not pay **you** for damage to property if **you** are required to arrange insurance under the terms of

- clause 21.2.1 of the 1980 edition of the Joint Contract Tribunal conditions of contract, or
- any later version or substitution of the above, or
- any other contract that requires **you** to obtain similar insurance.

## 8 Pollution

**We** will not pay **you** where **your** legal liability arises in any way from

- **pollution**, and/or
- the cost of removing, treating or cleaning up the **pollution**.

However, **we** will pay **you** if the **pollution** occurs anywhere other than the United States of America and/or Canada (including any dependency or trust territory) and provided:

- the **pollution** is caused by a sudden identifiable unintended and unexpected incident.
- the incident takes place in its entirety at a specific time and place during the period of insurance shown in the policy schedule.
- all **pollution** arising from the incident shall be regarded as having taken place at the time of the incident.
- all **pollution** arising from the incident shall be regarded as one incident irrespective of the number of **periods of insurance** over which the **pollution** occurs.

The most **we** will pay for damages arising out of all **pollution** regarded as having occurred during any one period of insurance shown in the policy schedule shall not exceed the **limit**.

## 9 Asbestos

**We** will not pay **you** where **your** legal liability arises in any way from the

- manufacture,
- mining,
- processing,
- distribution,
- testing,
- remediation,
- removal,
- storage,

- disposal,
- sale,
- use of, or
- exposure to

asbestos or materials or products containing asbestos.

## 10 Joint ventures

If **you** are part of a joint venture or consortium **we** will only cover **you** for **your** legal liability arising from **your** own acts or omissions; **we** will not pay **you** where **your** legal liability arises from the acts or omissions of other members of the joint venture or consortium.

## 11 Products

**We** will not pay **you**

- for the cost repair, alteration, removal, recall or replacement of a **product** or for the cost of its reduction in contract value.
- where **you** know that the **product** will be used in any aircraft or aerial device.
- where **you** know the **product** will be used in the petrochemical industry.
- where **you** know the **product** is exported to Canada or the United States of America or any dependency or trust territory.

## 12 Contractual liability (public liability)

**We** will not pay **you** under the public liability section of cover for any legal liability that results from an agreement that **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

However, this exclusion will not apply if **we** are given the management and control of the claim.

## 13 Contractual liability (products liability)

**We** will not pay **you** under the products liability section of cover for any legal liability that results from an agreement that **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

However, this exclusion will not apply where the liability arises out of a condition of warranty of goods implied by law.

## 14 Manufacture of products

**We** will not pay **you** where **your** legal liability arises in any way from goods or products that are manufactured by **you** or on **your** behalf.

## 15 Construction Act

**We** will not pay **you** under cover section a1 (public liability) where **your** legal liability arises in any way from a claim relating to a construction contract (as defined by the Housing Grants Construction and Regeneration Act 1996, or any legislation amending or re-enacting the Act) being referred to adjudication under a procedure complying with the Act or otherwise.

**We** will not pay **you** under cover section a2 (Construction Act adjudication clause) where

- **you** have agreed to accept the decision of an adjudicator as finally determining the dispute that is the subject of the claim

- **you** have agreed to conditions or restrictions on the timing of commencement of legal or arbitration proceedings (but not adjudication proceedings) relating to any contract to which the Act applies in so far as those conditions or restrictions have an adverse effect on the position that would otherwise apply in their absence.

## Conditions that apply to this section of cover

### 1 Construction Act

**You** must contest any adjudication process under the Housing Grants Construction and Regeneration Act 1996 (or any legislation amending or re-enacting the Act) if, at **our** absolute discretion and irrespective of whether or not a counsel agrees, **we** require **you** to do so.

Despite claims condition 1 (notification of claims) and general condition 3 (notice), **you** must notify **us** immediately (within two working days) during the period of insurance shown in the policy schedule of

- the receipt of a notice of an intention to refer a claim against **you** to an adjudicator, or
- any circumstances of which **you** become aware which might reasonably be expected to give rise to a claim against **you** being referred to an adjudicator.

**You** must give **us**

- **your** reasons for **your** anticipation of a claim, and
- full details of dates and persons involved.

If **you** comply with the above then any subsequent claim made will be regarded as having been made during the period of insurance shown in the policy schedule.

**Your** notification to **us** must be in writing addressed to Markel (UK) Limited and delivered preferably by email to [claims@markelintl.com](mailto:claims@markelintl.com) telephone number 0345 355 2227

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured, you, your, yours** means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule, and/or

- the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the policyholder.

In addition, if **you** request us to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

- any director or member of **yours**, or

- any **employee**, and
- any officer or member of **your** canteen, social, sports or welfare organisations, fire, ambulance, first aid, medical or security services (but only whilst they are acting in their capacity as an officer or member of the above organisations or services).

**Business.** In addition to the meaning given under the section 'words with special meanings' throughout this policy' **business** also means

- **your** ownership, occupation and maintenance of land and buildings
- the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees**
- the provision and management of ambulance, first aid and medical services for the benefit of **employees**
- the provision and management of fire and security services for the protection of premises owned or occupied by **you**
- private duties undertaken by an **employee** for **you** or, with **your** consent, for any director or partner of **yours** or any **employee**.

**Employee** means any person (other than a director of **yours**) who is or was, or who may become at some time in the future

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to **you**, or
- hired in or borrowed by **you**, or
- a self-employed person

and who is working for **you**

- under **your** direct control in connection with **your business**, and
- they are normally resident in the **United Kingdom**.

**Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

**Injury** means

- bodily injury,
- mental injury,
- emotional distress,
- shock,
- sickness,
- disease, or
- death.

**Limit** means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

**Product** means

- any goods or products
- the containers, labelling and instructions provided in connection with the goods or products

that are:

- sold,
- supplied,
- processed,
- installed,
- serviced,
- repaired,
- altered,
- treated, or
- renovated

by **you** or on **your** behalf.

**Wrongful act** means

- **injury** to any person
- loss or damage to material property

and, in respect of the public liability section of cover:

- libel, slander or defamation
- wrongful arrest, imprisonment or eviction of any person
- wrongful accusation of shoplifting
- trespass, nuisance or any interference with right of way, by foot, air or water.

### 3 Directors and Officers liability

*Please look at the policy schedule to see if this cover is provided.*

#### What is covered

##### a Directors and officers liability

**We** will pay any **director or officer** for their legal liability for damages and costs awarded against them arising from any claim first made against them and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged wrongful act, error or omission committed or attempted by a **director or officer** during the performance of their duties as a **director or officer** of **yours** including

- breach of any duty including fiduciary or statutory duty
- breach of trust
- negligence, negligent statement, misleading statement or negligent misrepresentation
- libel, slander or defamation
- wrongful trading as defined under United Kingdom law
- breach of warranty or authority
- or any other act, error or omission committed by them in their capacity of a **director or officer** of **yours**.

Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, shall constitute a single wrongful act.

In addition **we** will pay

- the **director and officer's costs and expenses** resulting from the claim.
- punitive or exemplary damages awarded against the **director or officer** where the payment is lawfully allowed under this policy.
- the premium paid by the **director or officer** for insurance or bonds which, in certain jurisdictions, are required to begin an appeal.

If claims are made against both **you** and the **director or officer** and those claims arise from the same **wrongful act**, **we** will pay the **director or officer's costs and expenses** in full even if those **costs and expenses** incidentally benefit **you**. However, this does not apply if the **wrongful act** is an **employment wrongful act**.

However, if **you** are legally allowed to pay the **director or officer** under **your** Memorandum or Articles of Association, trust deed, constitution or charter for their legal liability and **we** reimburse **you** or make that payment on **your** behalf under section of cover 8 (company reimbursement) below, then **we** will not make any payment under this section of cover 1 (directors and officers liability).

##### b Outside board cover

**We** will pay any **director or officer** for their legal liability for damages and costs awarded against them arising from any claim first made against them and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged wrongful act, error or omission committed or attempted by a **director or officer** during the performance of their duties as a **director or officer** of the **outside company** when they hold the position of **director or officer** at **your** written request including

- breach of any duty including fiduciary or statutory duty
- breach of trust
- negligence, negligent statement, misleading statement or negligent misrepresentation



- libel, slander or defamation
- wrongful trading as defined under United Kingdom law
- breach of warranty or authority
- or any other act, error or omission committed by them in their capacity of a **director or officer** of the **outside company**.
- Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, shall constitute a single wrongful act.

In addition **we** will pay

- the **director and officer's costs and expenses** resulting from the claim.
- punitive or exemplary damages awarded against the **director or officer** where the payment is lawfully allowed under this policy.
- the premium paid by the **director or officer** for insurance or bonds which, in certain jurisdictions, are required to begin an appeal.

However, **we** will not pay any amount which the **director or officer** recovers from **you** and where **we** pay **you** under 'h' (company reimbursement) below.

#### c Disqualification proceedings

**We** will pay any **director or officer** for **costs and expenses** arising from **disqualification proceedings** which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **director or officer** recovers from the **company** and where **we** pay the **company** under 'h' (company reimbursement) below.

#### d Investigation costs

**We** will pay any **director or officer** for **costs and expenses** arising from an **investigation** which is first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **director or officer** recovers from **you** and where **we** pay **you** under 'h' (company reimbursement) below.

#### e Environmental proceedings

**We** will pay any **director or officer** for **costs and expenses** arising from **environmental proceedings** which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **director or officer** recovers from **you** and where **we** pay **you** under 'h' (company reimbursement) below.

#### f Extradition proceedings

**We** will pay any **director or officer** for **costs and expenses** arising from **extradition proceedings** which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **director or officer** recovers from **you** and where **we** pay **you** under 'h' (company reimbursement) below.

#### g Manslaughter claims cover

**We** will pay any **director or officer** for **costs and expenses** arising from proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any legislation amending or re-enacting the Act) which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **director or officer** recovers from **you** and where **we** pay **you** under 'h' (company reimbursement) below.

#### **h** Company reimbursement

If **you** are legally allowed to pay on behalf of a **director or officer** any amount which the **director or officer** would otherwise be entitled to payment by **us** under

- a above (directors and officers liability)
- c above (disqualification proceedings)
- d above (investigation costs)
- e above (environmental proceedings)
- f above (extradition proceedings)
- g above (manslaughter claims cover)

then **we** will reimburse **you** for that payment.

#### **i** Discovery period

If **we** refuse to renew this section of cover for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if any **director or officer** or **you** declines to accept **our** renewal terms, then the **director or officer** or **you** shall automatically be entitled to a 30 day **discovery period**.

The **discovery period** shall only apply to:

- **wrongful acts**
- **disqualification proceedings**
- **investigations**
- **environmental proceedings**
- **extradition proceedings**
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007

first committed or allegedly committed, ordered or commissioned during the period of insurance shown in the policy schedule.

The **discovery period** can be extended from 30 days to:

- 90 days subject to an immediate payment to **us** of 25% of the premium applicable to this section of cover.
- 180 days subject to an immediate payment to **us** of 50% of the premium applicable to this section of cover.
- 12 calendar months subject to an immediate payment to **us** of 100% of the premium applicable to this section of cover.

The extension of the **discovery period** must be requested within 30 days of the expiry of the period of insurance shown in the policy schedule and can only be extended once.

The **director or officer** or **you** shall not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

If a **discovery period** is also provided under 'j' (retired directors or officers) then the two **discovery periods** shall run concurrently.

**j Retired directors or officers**

If, for any reason, **we** or any **director or officer** or **you** refuse to renew this section of cover a **retired director or officer** shall automatically be entitled to a 72 calendar months **discovery period**.

The **discovery period** shall only apply to:

- **wrongful acts**
- **disqualification proceedings**
- **investigations**
- **environmental proceedings**
- **extradition proceedings**
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007

first committed or allegedly committed, ordered or commissioned during the period of insurance shown in the policy schedule.

The **retired director or officer** shall not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

If a **discovery period** is also provided under 'i' (discovery period) then the two **discovery periods** shall run concurrently.

**k Public relations crisis management**

**We** will pay any **director or officer** for costs resulting from the use, with **our** prior agreement, of the **crisis response service** following a **crisis**.

In addition **we** will pay any other related costs agreed with **us**.

**l Non-executive directors**

If the **limit** of this section of cover and any other cover that the **director and officer** is entitled to is completely used up, **we** will consider the **limit** to be increased by a further 10% but only in respect of **costs and expenses** incurred in the **director or officer's** capacity as a non-executive director of **yours**.

**m Emergency costs and expenses**

If **our** prior written consent cannot reasonably be obtained before a **director or officer** becomes subject to **costs and expenses** (or costs resulting from the use of the **crisis response service**) then **we** will agree to pay these up to a maximum of 10% of the **limit**.

**n Compensation for court attendance**

If at **our** request

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay you the following amounts:

- for any director or partner £500 per day
- for any **employee** £250 per day

for each day on which attendance is required.

### What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for

- all claims in total, plus
- all **costs and expenses**, plus
- all punitive or exemplary damages, plus
- all premiums for insurance or bonds required to begin an appeal,

is the **limit**.

The most **we** will pay in the period of insurance shown in the policy schedule for costs resulting from the use of the **crisis response service** is £25,000. This amount is in addition to the **limit**.

The most **we** will pay in the period of insurance shown in the policy schedule for **costs and expenses** arising from **environmental proceedings** is £250,000. This amount is not in addition to the **limit**.

Under 'h' (company reimbursement) **we** will not pay the **excess** where:

- action for damages is brought in a court of law of, or **costs and expenses** arise within, the United States of America, or
- action is brought in a court of law elsewhere to enforce a judgement of a court of law of the United States of America.

This amount must be paid by **you**.

### What is not covered (exclusions)

#### 1 Other insurance

**We** will not pay a **director or officer** or **you** where they or **you** have a right to payment under any other insurance.

However, if they have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance

#### 2 Legal action

**We** will not pay a **director or officer** or **you**

- where the claim is brought in a court of law outside the jurisdiction shown in the policy schedule for this section of cover, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgement.
- where **disqualification proceedings, investigation, environmental proceedings** or **extradition proceedings** are ordered or commissioned outside that jurisdiction.

### 3 Employment disputes

If

- **you** are an unincorporated body, or
- if section of cover F (employment law protection) has been chosen

then **We** will not pay a **director or officer** or **you** for

- an **employment wrongful act**
- an **investigation** in respect of employment discrimination or health and safety.

### 4 Dishonest and malicious acts

**We** will not pay a **director or officer** or **you** if the **director or officer** admits to dishonest, fraudulent or malicious conduct or if this is established in a judgement or final ruling.

This exclusion does not apply to any **shareholder action** where the loss in value of the share capital is a result of the dishonest, fraudulent or malicious conduct of the **director or officer**.

### 5 Remuneration

**We** will not pay a **director or officer** or **you** to the extent of any remuneration of any kind that is due to any **director or officer** or **employee**.

### 6 Prior and pending litigation

**We** will not cover any claim made against any **director or officer** or **you** or pay any **costs and expenses** arising from

- a **wrongful act**
- **disqualification proceedings**
- an **investigation**
- **environmental proceedings**
- **extradition proceedings**
- any proceedings brought under the Corporate Manslaughter and Corporate Homicide Act

arising in any way from any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving a **director or officer, you** or an **outside company** that was first started prior to the date that this section of cover came into force.

**We** will not cover any claim, proceedings or circumstances which have been reported or notified under any contract of insurance which this section of cover renews or replaces.

### 7 Pollution

**We** will not pay a **director or officer** or **you** in respect of any claim or proceedings arising from or in any way involving **pollution**.

This exclusion does not apply to section of cover 'e' (environmental proceedings).

This exclusion does not apply to any **shareholder action** where the loss in value of the share capital is a result of **pollution**.

## 8 Injury or property damage

**We** will not cover any claim for

- **injury** to any person
- loss, damage, destruction or loss of use of property.

This exclusion does not apply to emotional distress arising from

- libel, slander or defamation
- **employment wrongful act** (provided section of cover 6 (employment law protection) has not been chosen)

This exclusion does not apply to the criminal prosecution of any **director or officer** for manslaughter in relation to **your** activities,

This exclusion does not apply to any **shareholder action** where the loss in value of the share capital is a result of **injury** or loss, damage, destruction or loss of use of property.

## 9 Pension funds

**We** will not pay a **director or officer** or **you** in respect of any claim or proceedings arising from the **director or officer** acting in the capacity of trustee or administrator of any pension, retirement or superannuation scheme or programme created for the benefit of a **director or officer** or **employee**.

## 10 Takeover or merger.

**We** will not cover any actual or alleged **wrongful act** committed or attempted after the effective date of **your** takeover or merger by or with any person or entity.

**We** will not cover any **disqualification proceedings, investigations, environmental proceedings** or **extradition proceedings** instigated after the effective date of **your** takeover or merger by or with any person or entity.

## 11 Professional duties to third parties

**We** will not cover any claim made by a third party for any breach of any professional duty owed to that party.

This exclusion does not apply to any **shareholder action** where the loss in value of the share capital is a result of breach of professional duty owed.

## 12 Claims made by any outside company

**We** will not cover any claim made by or on behalf of any **outside company** and/or any director, officer or trustee of the **outside company**.

This exclusion does not apply to

- any claim in respect of any **employment wrongful act** concerning the employment of the director or officer of the **outside company**
- any claim brought by any shareholder or bondholder of the **outside company** (which is made without any solicitation by, or assistance or participation of, any director, officer or trustee) due solely to any actual or alleged loss in value of the share capital of the **outside company**
- **costs and expenses** in the defence of any claim made by or on behalf of any **outside company** and/or any director, officer or trustee of the **outside company**
- any claim for contribution brought by any director, officer or trustee of the **outside company** if the claim directly results from any other claim or payment under this section of cover

- any claim brought by any person who is no longer a director, officer or trustee of the **outside company**
- any claim brought by a liquidator, receiver or administrative receiver due to the insolvency of the **outside company**.

**We** will not cover any claim made by or on behalf of any person who controls more than 15% of the issued share capital of any **outside company**.

### 13 Punitive and exemplary damages (employment)

**We** will not cover the cost of any punitive or exemplary damages awarded in relation to any claim arising from or in any way involving an **employment wrongful act**.

This exclusion shall not apply to exemplary damages in respect of employment related libel, slander or defamation.

If the jurisdiction shown in the policy schedule for this section of cover includes the United States of America then the following exclusions also apply:

### 14 'Insured v. insured' (USA)

**We** will not cover any claim made against a **director or officer** brought by

- **you**, or
- any present or former holding company of **yours**, or
- any other **director or officer**, or
- any **outside company**

where the claim is brought

- within or subject to the laws of the United States of America, or
- anywhere else to enforce a judgement of a United States of America court.

This exclusion shall not apply to:

- any claim in respect of any **employment wrongful act** concerning the employment of the **director or officer** by the **company**
- any **shareholder action**
- the **director or officer's costs and expenses** in the defence of the claim
- any claim for contribution brought by any **director or officer** if the claim directly results from any other claim or payment under this section of cover
- any claim brought by any person who is no longer a **director or officer**
- any claim brought by a liquidator, receiver or administrative receiver due to **your** insolvency.

### 15 United States of America

**We** will not cover any claim made against any **director or officer** or **you** or pay any **costs and expenses** arising from

- a **wrongful act**
- **disqualification proceedings**
- an **investigation**
- **environmental proceedings**
- **extradition proceedings**

caused by or relating to any breach of the following legislation of the United States of America:



- the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments of this Act or any rules or regulations made under it.
- the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both Acts, similar securities laws or regulations of any state, or any laws of any state relating to any transactions caused by, involving or relating to the sale of securities
- the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.

## Conditions that apply to this section of cover

### 1 Unintentional non-disclosure

**You** or the **director or officer** must have provided the **proposal** with reasonable skill and care and after having made all reasonable and appropriate enquiries.

Despite general condition 7 (breach of the duty of fair presentation):

- If **you** or the **director or officer** have made any misrepresentation or non-disclosure of any material facts or circumstances then **we** will not avoid this section of cover
  - unless either:
    - **we** reasonably believe the misrepresentation or non-disclosure was deliberate or reckless; or
    - **we** would not have underwritten this section of cover on any terms if the facts or circumstances had been disclosed or not misrepresented
  - and provided that
    - where **you** or the **director or officer** should have notified **us** during a preceding period of insurance to that shown in the policy schedule of a claim or the instigation of **disqualification proceedings, investigation, environmental proceedings** or **extradition proceedings** and the cover to which **you** or the **director or officer** would have been entitled was in any way more restrictive than that provided at the date of notification **we** will only be liable to the extent available during that preceding period of insurance.
    - where **you** or the **director or officer** have prejudiced the handling or settlement of any claim, **disqualification proceedings, investigation, environmental proceedings** or **extradition proceedings**, the amount **we** will pay **you** will be reduced to the amount which, in **our** opinion, would have been payable in the absence of the prejudice.
- Subject to the above, if **you** or the **director or officer** make any misrepresentation or non-disclosure of any material facts and **we** would still have underwritten this section of cover but on different terms had the facts been disclosed or not misrepresented, then **we** may instead:
  - reduce proportionately the amount paid or payable on any claim by reference to the ratio which the premium actually charged bears to the premium which **we** would have charged had **you** or the **director or officer** told **us** about a material fact or circumstance. The same reduction will be applied to any claims which have already been paid and any overpayment of claims by **us** will be repaid by **you** or the **director or officer**; and/or
  - treat this section of cover as if it had included such additional terms (other than terms relating to premium) as **we** would have imposed had **you** or the **director or officer** told **us** about a material fact of circumstance. These additional terms will apply equally to existing, past and future claims.
- **We** will not deny payment on the grounds of the breach of claims conditions 1 or 2 of this policy subject to the above.

### 2 Cancellation



Neither a **director or officer** nor **you** has a right to cancel this section of cover or to reduce the cover provided.

**We** will only consider a request for cancellation or a reduction in cover if **we** are reasonably satisfied that the request has been sanctioned by all the **directors or officers** whose rights under this section of cover are or may be effected.

Whether or not **we** agree to a request for cancellation or reduction in cover is at **our** complete discretion.

### 3 Offering

If **you** decide to make a public or private offering of **your** shares or other equity interest during the period of insurance shown in the policy schedule then

- **you** shall provide **us** with
  - any prospectus, and/or
  - any offering statement, and/or
  - any other information **we** may require
- **we** may at our discretion
  - amend the terms, limitations, exclusions and/or conditions of this section of cover, and/or
  - charge an additional premium.

### 4 Severability

Nothing in the **proposal** or otherwise known or done by any **director or officer** shall be attributed to any other person in determining any right or obligation of the **director or officer** under this section of cover.

In no case shall a **director or officer** be prevented from pursuing any point in his or her defence only because it is obstructive or harmful to the interests of any other **director or officer**.

### Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Crisis** means

- the allegation of a **wrongful act** committed by the **director or officer** during the period of insurance shown in the policy schedule
- the successful defence of an allegation of a **wrongful act** originally alleged to have been committed by the **director or officer** during the period of insurance shown in the policy schedule

where, in **our** opinion, there is a risk to the livelihood of the **director or officer** as a consequence of adverse press, publicity or media attention.

**Crisis response service** means public relations specialist services that **we** provide.

**Director or officer** means

- any person who was, is, or during the period of insurance shown in the policy schedule becomes a director, trustee, partner, member or officer of **yours**.

- Any natural person acting in the capacity as a director of **yours** (not including any administrator, liquidator, receiver or auditor).
- Any shadow director as defined under United Kingdom law or similar legislation in any other country.
- Any **employee** of **yours**.
- The lawful husband, wife or civil partner of any of the above, only because of their relationship, following a claim against the above.
- The estates, heirs or legal representatives of any of the above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the above.

**Disqualification proceedings** means legal action taken against the **director or officer** following which they are liable to be disqualified from continuing to be a director or officer of **yours**.

**Employee** means any person (other than an independent agent, consultant, sub-contractor or professional advisor) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**

and who are working for and under **your** direct control in connection with **your business**.

**Employment wrongful act** means any actual or alleged

- act or omission that results in a dispute in connection with the employment of an **employee** or prospective **employee**, or
- **retaliatory treatment** committed or allegedly committed by **you**.

**Environmental proceedings** means any

- prosecution
- official investigation
- examination
- inquiry, or
- other proceedings

by any official body or institution that has the authority or power to investigate **your** affairs and/or the affairs of the **outside company**, arising from **pollution** or alleged **pollution**.

**Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

**Extradition proceedings** means proceedings brought against the **director or officer** under

- the Extradition Act 2003, or
  - any legislation amending or re-enacting the Act
- including any appeal relating to those proceedings.

**Injury** shall mean bodily injury, mental injury, emotional distress, shock, sickness, disease or death.

**Investigation** means any

- official investigation
- examination
- inquiry, or
- other proceedings

(other than when arising from **pollution** or alleged **pollution**) by any official body or institution that has the authority or power to investigate **your** affairs and/or the affairs of the **outside company**, arising from **pollution** or alleged **pollution**.

**Limit** means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

**Outside company** means

- any company that is not a **subsidiary company**
- any registered charity
- any trade, research, promotional, training or similar organisation existing for non-profit making purposes (whether incorporated or not)
- any profit-sharing or share option committee, sports, social or similar association or organisation (whether incorporated or not) that is established or conducted for the **directors or officers** and their family's or dependent's benefit or the benefit of and **employee** and their families and dependents.

but this does not include any company, charity or non-profit making organisation that is domiciled, registered or incorporated in the United States of America.

**Retaliatory treatment** means action taken against an **employee** on account of the **employee** exercising or attempting to exercise their rights under law.

**Retired director or officer** means any natural person who voluntarily ceased to be a **director or officer** during the period of insurance shown in the policy schedule and who does not resume a position of **director or officer**.

**Shareholder action** means a claim brought by any shareholder or bondholder of the **company** (which is made without any solicitation by, or assistance or participation of, any **director or officer**) due solely to any actual or alleged loss in value of the share capital of the **company**.

**Subsidiary company** means any company where **you**

- owns more than 50% of the share capital
- have a majority of the voting rights
- have the right to appoint or remove a majority of the company's board of directors
- control a majority of the voting rights of the company under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary cover will continue but only for

- wrongful acts covered under 1 (directors and officers liability)
- **disqualification proceedings**
- **investigations**

- **environmental proceedings**
- **extradition proceedings**
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007

first committed or allegedly committed, ordered or commissioned before it stopped being a subsidiary.

But, **subsidiary company** shall not include any company acquired or created on or after the inception date of this policy which is domiciled, registered or incorporated in the United States of America unless agreed by **us** in writing.

**Wrongful act** means any actual or alleged wrongful act, error or omission committed or attempted by a **director or officer** during the performance of their duties as a **director or officer** of **yours** including

- breach of any duty including fiduciary or statutory duty
- breach of trust
- negligence, negligent statement, misleading statement or negligent misrepresentation
- libel, slander or defamation
- wrongful trading as defined under United Kingdom law
- breach of warranty or authority
- or any other act, error or omission committed by them in their capacity of a **director or officer** of **yours**.

Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, shall constitute a single wrongful act.

**You/your/yours** shall mean

- the limited liability partnership or company named as the policyholder in the policy schedule, and
- the **subsidiary company**.

## 4 Entity defence

*Please look at the policy schedule to see if this cover is provided.*

### What is covered

#### a Public relations crisis management

**We** will pay **you** for costs resulting from the use, with **our** prior agreement, of the **crisis response service** following a **crisis** first occurring and reported to **us** during the period of insurance shown in the policy schedule.

In addition **we** will pay any other related costs agreed with **us**.

#### b Identity fraud

**We** will pay **you** for **costs and expenses** in establishing that **identity fraud** has occurred following the attempted enforcement within the **United Kingdom** of an agreement in connection with **your business** by a third party and which is first discovered and reported to **us** during the period of insurance shown in the policy schedule

**We** will not pay **you** under this section of cover if cover is provided under section of cover 11 (Fidelity) or would be

- if the section of cover had been chosen, or
- but for the excess or any conditions applicable to section of cover 11.

#### c Investigations

**We** will pay **you** for **costs and expenses** arising from an **investigation** which is first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

**We** will not pay **you** under this section of cover for **costs and expenses** arising from an **investigation** in respect of employment discrimination and/or health and safety if section of cover F (employment law protection) is in force.

#### d Corporate manslaughter

**We** will pay **you** for **costs and expenses** arising from proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any legislation amending or re-enacting the Act) which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

#### e Breach of contract

**We** will pay **you** for **costs and expenses** in defending a claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule for alleged breach of any express written contract or agreement between **you** and **your** customer for the provision of goods or services in connection with **your business**.

**We** will not pay **you** for defending a claim where **you** or **your** parent or ultimate holding company is

- a non-departmental public body, or
- a government-owned corporation, state-owned enterprise, or governmental business enterprise

or where the Government or any government agency is a majority shareholder of **yours** or of **your** parent or ultimate holding company.

**We** will not pay **you** for defending a claim alleging

- infringement of copyright, patent, registered design, trademark, merchandise marks or any other intellectual property rights
- breach of any secrecy and/or any confidentiality agreements.

**We** will not pay **you** for defending a claim relating to any licence or franchise agreement.

**We** will not pay **you** for defending a claim involving an **employment wrongful act**

**We** will not pay **you** for defending a claim

- involving the ownership, occupation or use of any land or building
- relating to the tenancy or letting of property
- relating to the construction, extension, alteration, demolition, repair, renovation or refurbishment of any property.

**We** will not pay **you** for defending a claim involving the provision of insurance.

**We** will not pay **you** for defending a claim relating to modified proprietary and/or bespoke software and/or hardware and/or hardware systems.

**We** will not pay **you** for defending a claim involving an amount of less than £5,000.

#### f Pollution

**We** will pay **you** for **costs and expenses** in defending a claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged **wrongful act** committed by a **director or officer** during the performance of their duties as a **director or officer** of **yours** which results in **pollution**.

In addition **we** will pay **you** for **costs and expenses** arising from **environmental proceedings** which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

#### g Taxation

**We** will pay **you** for **costs and expenses** in negotiating on **your** behalf and in an **appeal** following a **tax investigation** by HM Revenue and Customs which is first **instigated** and reported to **us** during the period of insurance shown in the policy schedule.

**We** will not pay **you** for **costs and expenses** in respect of

- an **aspect enquiry**
- any **tax investigation** arising from a tax avoidance scheme
- any **tax investigation** caused by **your** failure to register for Value Added Tax
- any **tax investigation** or enquiry into alleged dishonesty or alleged criminal offences
- an application for judicial review.

**We** will not pay **you** for **costs and expenses** after a **tax investigation** first becomes referred to or dealt with by Special Investigations or Civil Investigations of Fraud Units of HM Revenues & Customs.

**We** will not pay **you** to the extent of the cost of undertaking anything which **you** would necessarily deal with in the absence of a **tax investigation**.

#### h Data protection

**We** will pay **you** for **costs and expenses** in defending a claim (and in an **appeal**) first made against **you** and reported to **us** during the period of insurance shown in the policy schedule for a breach or alleged breach of the Data Protection Act 1998 (or any legislation amending or re-enacting the Act) in connection with **your business**.

#### i **Discovery period**

If **we** refuse to renew this section of cover for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if **you** decline to accept **our** renewal terms, then **you** shall automatically be entitled to a 30 day **discovery period**.

The **discovery period** shall only apply to

- a **crisis** occurring, or
- **identity fraud** committed, or
- an **investigation, environmental proceedings** instigated, ordered or commissioned, or
- **tax investigation instigated**, or
- a breach of **contract** occurring, or
- a **wrongful act** committed or allegedly committed, or
- a breach or alleged breach of the Data Protection Act 1998, or any legislation amending or re-enacting the Act, occurring

during the period of insurance shown in the policy schedule.

**You** shall not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

#### **What we will pay**

The most **we** will pay in the period of insurance shown in the policy schedule for

- all **costs and expenses**, plus
- costs resulting from the use of the **crisis response service**

is the **limit**.

The most **we** will pay in the period of insurance shown in the policy schedule for costs resulting from the use of the **crisis response service** is £25,000. This amount is not in addition to the **limit**.

Under section of cover 'c' (investigations) **we** will not pay the **excess**. This amount must be paid by **you**.

#### **What is not covered (exclusions)**

##### 1 **Other insurance**

**We** will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance

## 2 Circumstances known at inception

If **you** knew or ought to have known of any circumstances that existed prior to the date that this section of cover became operative then **we** will not pay **you** for any **costs and expenses** or costs resulting from the use of the **crisis response service** that arises from such circumstances.

## 3 Dishonest and malicious acts

**We** will not pay **you** if **you** admit to dishonest, fraudulent or malicious conduct or if this is established in a judgement or final ruling.

## 4 Known acts

**We** will not pay **you** for any **costs and expenses** or costs resulting from the use of the **crisis response service** that arises from something **you** did knowing it to be wrongful or ignoring that possibility.

## 5 Disputes between insureds

**We** will not pay **you** for any **costs and expenses** or costs resulting from the use of the **crisis response service** arising from any dispute between **insureds** in the same partnership, trust or committee.

## 6 Takeover or merger

**We** will not pay **you** for any **costs and expenses** or costs resulting from the use of the **crisis response service** arising from

- any **crises** occurring
- any **identity fraud** discovered
- any **investigation, tax investigation or environmental proceedings** ordered or commissioned
- any **tax investigation instigated**
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 that are ordered or commissioned
- any claim made against **you**
- an **appeal** made after either
  - the effective date of **your** takeover or merger by or with any person or entity, or
  - the appointment of an administrator, liquidator, trustee, receiver or any other similar official.

## 7 Legal action

**We** will not pay **you** for any **costs and expenses** where

- a claim is brought in a court of law outside the jurisdiction of the **United Kingdom**, and/or
- where action for damages is brought in a court of law within the jurisdiction of the **United Kingdom** to enforce a foreign judgement.

## Words with special meanings (definitions)



The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Appeal** means

- in respect of a **tax investigation**
  - appeal proceedings in respect of a **full enquiry**, and/or
  - appeal proceedings in a dispute concerning **your** compliance with Pay As You Earn or Social Security Regulations, and/or
  - appeal proceedings following an assessment for Value Added Tax due.
- in respect of a breach or alleged breach of the Data Protection Act 1998, or any legislation amending or re-enacting the Act
  - an appeal against the refusal of **your** application for registration by the Data Protection Commissioner
  - an appeal against the refusal of an application for the alteration of registered particulars by the Data Protection Commissioner
  - an appeal against an enforcement notice
  - an appeal against a de-registration notice
  - an appeal against a transfer prohibition notice.

**Aspect enquiry** means an examination by HM Revenue & Customs which considers one or more specific aspects of **your** self assessment and/or corporation tax return.

**Crisis** means

- allegations of fraud or corruption
- serious injury to **employees** or members of the public
- dismissal or resignation of members of **your** main board of directors
- investigation by any official body or institution that is empowered to investigate **your** affairs

where in **our** opinion there is a risk to **your business** as a consequence of adverse press, publicity or media attention within the **United Kingdom**.

**Crisis response service** means public relations specialist services that **we** provide.

**Director or officer** means any natural person who was or is or who may be in the future

- a director or officer of **yours**, or
- an **employee**, or
- a shadow director as defined under **United Kingdom** law.

**Employee** means any person (other than an independent agent, consultant, sub-contractor or professional advisor) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**

and who are working for and under **your** direct control in connection with **your business**

**Environmental proceedings** means any

- prosecution
- official investigation
- examination
- inquiry, or
- other proceedings

by any official body or institution that has the authority or power to investigate **your** affairs arising from **pollution** or alleged **pollution**.

**Excess** means £1000.

**Full enquiry** means a fundamental challenge to and an extensive examination of **your** tax affairs by HM Revenue & Customs.

**Identity fraud** means an agreement with a third party entered into by anyone other than a **director or officer** who fraudulently represents themselves as **you**

**Insured, you, your, yours** means the person named as the policyholder in the policy schedule and any **subsidiary company**.

**Instigated** means

- in respect of a **full enquiry**, the date HM Revenue & Customs first notifies **you** in writing of their intention to make enquiries
- in respect of disputes concerning **your** compliance with Pay As You Earn or Social Security Regulations or **your** liability to pay Value Added Tax, the date when HM Revenue & Customs sends **you** an assessment or written decision.

**Investigation** means any official investigation, examination, inquiry or other proceedings instigated against **you** by any official body or institution, other than HM Revenue & Customs, that is empowered to investigate **your** affairs within the **United Kingdom**.

**Limit** means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

**Subsidiary company** means any company where the person named as the policyholder in the policy schedule

- owns more than 50% of the share capital
- has a majority of the voting rights

- has the right to appoint or remove a majority of the company's board of directors
- controls a majority of the voting rights of the company under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary cover will continue but only for

- a **crisis** occurring, or
- **identity fraud** committed, or
- an **investigation, environmental proceedings** or **tax investigation** instigated, ordered or commissioned, or
- corporate manslaughter proceedings brought, or
- a breach of **contract** occurring, or
- a **wrongful act** committed, or
- a breach or alleged breach of the data protection Act 1998, or any legislation amending or re-enacting the Act, occurring

before it stopped being a subsidiary.

**Tax investigation** means

- a **full enquiry**, and/or
- a dispute concerning **your** compliance with Pay as You Earn or Social Security Regulations, and/or
- a dispute concerning **your** liability for Value Added Tax

**Wrongful act** means any actual or alleged wrongful act, error or omission committed or attempted by a **director or officer** during the performance of their duties as a **director or officer** of **yours**.

Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, will constitute a single wrongful act.

## 5 Employers liability

*Please look at the policy schedule to see if this cover is provided.*

*The cover provided by this section is considered to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in the **United Kingdom**.*

### What is covered

#### a Employers liability

**We** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from **injury** sustained by any **employee** whilst employed in or temporarily outside the **United Kingdom**.

Provided always that

- the **injury** is caused during the period of insurance shown in the policy schedule.
- the **injury** arises out of and in the course of the **employee's** employment by **you** in connection with **your business**.
- the action for damages is brought against **you** under the jurisdiction of a court within the **United Kingdom**.

**We** will also pay

- **your costs and expenses** resulting from the claim.
- **your** solicitor's fees that **we** agree to in writing for
  - **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**
  - **your** representation at a coroner's court or fatal accident inquiryprovided that the breach or death may result in a claim against **you**.

### What we will pay

The most **we** will pay for any claim or series of claims plus all **costs and expenses** arising from the same original cause is the **limit**.

#### b Compensation for court attendance

If at **our** request

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay you the following amounts:

- for any director or partner £500 per day
- for any **employee** £250 per day

for each day on which attendance is required.

#### c Health and safety at work

**We** will pay **your costs and expenses** in **your** defence of any criminal proceedings (including a charge of manslaughter) brought against **you** for a breach of

- the Health and Safety at Work Act 1974, or

- the Health and Safety at Work (Northern Ireland) Order 1978, or
- any legislation amending or re-enacting the above

committed or alleged to have been committed in the course of **your business** during the period of insurance shown in the policy schedule.

**We** will also pay **your costs and expenses** in an appeal against conviction and/or prosecution costs awarded against **you** arising from the above criminal proceedings.

#### What we will pay

The most **we** will pay for all **costs and expenses** in total in the period of insurance shown in the policy schedule is £250,000. This amount is inclusive of and not additional to the amount **we** will pay under 'a' employers liability

**We** will not pay **you** if the proceedings relate to the health, safety and welfare of anyone other than an **employee**.

#### d Unsatisfied court judgments

**We** will at **your** request pay an **employee** or their personal representative the amount of any award following a judgement which has been obtained for **injury** against any company, partnership or person operating from premises within the **United Kingdom** and which remains unpaid six months after the date of the judgement.

Provided always that

- there is no appeal outstanding
- the **injury** was sustained during the period of insurance shown in the policy schedule by the **employee** whilst working in connection with **your business**
- the judgement was obtained in a court within the jurisdiction of the **United Kingdom**
- the **employee** or their personal representative assigns the judgement to **us**

#### What we will pay

**We** will only pay the amount of the award that remains outstanding.

#### e Indemnity to principal

**We** will at **your** request pay any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions.

However, **we** will only pay the principal if

- **you** would have been entitled to payment under this section of cover had the claim been made against **you**
- the principal observes, fulfils and is subject to the terms, conditions and exclusions of this policy in the same way as **you** are

### What is not covered (exclusions)

#### 1 Other insurance

**We** will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

## 2 Offshore

**We** will not pay **you** for **your** legal liability for **injury** to any **employee** whilst on or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

### Conditions that apply to this section of cover

#### 1 Certificate of employers liability

If the cover provided by this section of cover is cancelled then any certificate of Employers Liability Insurance issued under this policy is similarly cancelled from the same date.

### Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured, you, your, yours** means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule, and/or

- the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the policyholder.

In addition, if **you** request us to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

- any director or member of **yours**
- any **employee**
- any officer or member of **your** canteen, social, sports or welfare organisations, fire, ambulance, first aid, medical or security services (but only whilst they are acting in their capacity as an officer or member of the above organisations or services).

**Business.** In addition to the meaning given under section 3 'words with special meanings throughout this policy' **business** also means

- **your** ownership, occupation and maintenance of land and buildings
- the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees**
- the provision and management of ambulance, first aid and medical services for the benefit of **employees**
- the provision and management of fire and security services for the protection of premises owned or occupied by **you**
- private duties undertaken by an **employee** for **you** or, with **your** consent, for any director or partner of **yours** or any **employee**.

**Employee** means any person who is or was, or who may become at some time in the future

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to **you**, or
- hired in or borrowed by **you**, or
- a self-employed person

and who is working for **you**

- under **your** direct control in connection with **your business**, and
- they are normally resident in the **United Kingdom**.

**Injury** means

- bodily injury,
- mental injury,
- emotional distress,
- shock,
- sickness,
- disease, or
- death.

**Limit** means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

SPECIMEN

## 6 Employment law protection

*Please look at the policy schedule to see if this cover is provided.*

### What is covered

#### a Employment disputes

**We** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged

- act or omission resulting in a dispute concerning the employment of an **employee** or any prospective **employee**, and/or
- action taken against an **employee** on account of the **employee** exercising or attempting to exercise his or her rights under law

committed or allegedly committed by **you**.

In addition **we** will pay **your costs and expenses** resulting from the claim.

#### b Investigations

**We** will pay **your costs and expenses** arising from **your** or **your** representative's attendance at any official investigation, examination, inquiry or other proceedings instigated against **you** by any official body or institution that is empowered to investigate **your** affairs in respect of:

- employment discrimination
- health and safety

which is first ordered or commissioned during the period of insurance shown in the policy schedule.

#### c Discovery period

If **we** refuse to renew this section of cover for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if **you** decline to accept **our** renewal terms, then **you** shall automatically be entitled to a 30 day **discovery period**.

The **discovery period** shall only apply to

- **employment wrongful acts** first committed or allegedly committed during the period of insurance shown in the policy schedule and/or
- **investigations** which are first ordered or commissioned during the period of insurance shown in the policy schedule.

**You** shall not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

### What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for

- all claims in total, plus
- all **costs and expenses** in total



is the **limit**.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** will be applied to each claim made against **you** by or on behalf of each **employee**.

## What is not covered

### 1 Other insurance

**We** will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

### 2 Legal action

**We** will not pay **you**

- where the claim is brought in a court of law outside the jurisdiction of England and Wales and/or Scotland, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgement.

### 3 Dishonest or fraudulent conduct

**We** will not pay **you** if **you** admit to dishonest, fraudulent or malicious conduct or if this is established in a judgement or final ruling.

### 4 Deliberate acts

**We** will not pay **you** in respect of any claim or **investigation** that results from **your** wilful, reckless or intentional disregard of any employment legislation. However, **we** will not impute the wilful, reckless or intentional disregard of one **insured** to another **insured**.

### 5 Voluntary assumption of liability

**We** will not pay **you** in respect of any claim or **investigation** arising from or in any way involving **your** voluntary assumption of liability for any act or omission of whatever nature of any other person.

### 6 Circumstances known at inception

If **you** knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then **we** will not pay **you** for any legal liability that arises from such circumstances.

### 7 Injury/property damage

**We** will not pay **you** in respect of any claim

- for **injury** sustained by anyone (other than emotional distress arising from any libel, slander, defamation or **employment wrongful act**), or
- for any loss, damage or destruction of property, including loss of use of the property.

## 8 Takeover, merger or liquidation

**We** will not cover

- any actual or alleged **employment wrongful act** occurring, or
- any **investigation** instigated

after

- **your** takeover or merger by or with any person or entity, or
- the appointment of a liquidator, trustee, receiver or other similar officer.

## 9 Failure to adapt premises or working methods

**We** will not pay **you** in respect of any claim arising from or in any way involving **your** obligation to adjust or adapt any premises or working methods to meet the needs of a person with a disability. However, **we** will pay **your costs and expenses** in defending a claim.

## 10 Remuneration, redundancy and benefits

**We** will not pay **you** any amount that **you** are obliged to pay any **employee** in accordance with

- any law governing health and safety, worker's compensation, unemployment insurance, social security, disability benefits, redundancy, remuneration or any similar law, including any regulations created under those laws.
- the **employee's** contract of employment with **you**
- any **benefit scheme** or the failure to contribute to, fund, reimburse or make payment in connection with a **benefit scheme**.

## 11 Non-pecuniary relief

**We** will not pay **you** any amount that arises in any way from the cost of compliance with any order for, grant of or agreement to provide injunctive or non-pecuniary relief. However, **we** will pay **your costs and expenses**.

## 12 Disputes between insureds

**We** will not pay **you** in respect of any claim arising from a dispute concerning the dissolution of any partnership agreement between two or more **insureds**.

## Conditions that apply to this section of cover

### 1 Severability

Nothing in the **proposal** or otherwise known or done by any **insured** shall be attributed to any other person in determining any right or obligation of the **insured** under this section of cover.

In no case shall an **insured** be prevented from pursuing any point in his or her defence only because it is obstructive or harmful to the interests of any other **insured**.

### 2 TUPE

**You** must consult and follow the advice of the **Markel employer helpline** in any matter to which the terms of the

- Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), or
  - any legislation amending or re-enacting the above
- apply.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

### 3 Subsidiary companies

- If **you** acquire or create a **subsidiary company** after the date that this section of cover came into force, and
- if **your** total number of **employees** increases by more than 10% compared with the number of **employees** at the beginning of the period of insurance shown in the policy schedule as a result of that acquisition or creation

**you** will

- notify **us** in writing within 30 days of its acquisition or creation, and
- give **us** any additional information **we** may require, and
- agree to any terms and/or additional premium **we** may require.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

### Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured/you/your/yours** means:

- the **entity**
- any person who was, is, or during the period of insurance shown in the policy schedule becomes a director, trustee, partner, governor, council member or officer of **yours**.
- any **employee** of **yours**.
- the lawful husband, wife or civil partner of any of the above, only because of their relationship, following a claim against the above.
- the estates, heirs or legal representatives of any of the above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the above.

**Benefit scheme** means any

- superannuation or pension scheme, programme or plan
- profit sharing, share option or share purchase scheme
- health and welfare or other **employee** benefit plan or trust

established or conducted for the benefit of any **employee** and their families and dependants

**Employee** means anyone who was or is or may become subject to a contract of service or apprenticeship with the **entity** including anyone held to be an **employee** of **yours** by an Employment Tribunal or the Employment Appeals Tribunal.

**Employment wrongful act** means any actual or alleged

- act or omission that results in a dispute in connection with the employment of an **employee** or prospective **employee**, or
- **retaliatory treatment** committed or allegedly committed by **you**.

**Entity** means the person named as the policyholder in the policy schedule and the **subsidiary company**.

**Excess** means the first amount of any claim for which **you** are responsible. That amount is:

- in respect of any claim that arises in any way from
  - Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)
  - any legislation amending or re-enacting the above
 either £10,000 or the amount shown in the policy schedule for this section of cover, whichever is the most.
- in respect of any other claim, the amount shown in the policy schedule for this section of cover.

**Injury** means bodily injury, mental injury, emotional distress, shock, sickness, disease or death.

**Investigation** means any

- official investigation
- examination
- inquiry, or
- other proceedings

by any official body or institution that has the authority or power to investigate **your** affairs in respect of

- employment discrimination
- health and safety.

**Limit** means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule..

**Markel employer helpline** means employer helpline specialist services provided by **us** or on **our** behalf.

**treatment** means action taken against an **employee** on account of the **employee** exercising or attempting to exercise their rights under law.

**Subsidiary company** means any company where **you**

- own more than 50% of the share capital
- have a majority of the voting rights
- have the right to appoint or remove a majority of the company's board of directors
- control a majority of the voting rights of the company under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary cover will continue but only for

- **employment wrongful acts**
- **investigations**

first committed or allegedly committed, ordered or commissioned before it stopped being a subsidiary.

SPECIMEN

## 7 Property damage

*Please look at this policy schedule to see if this cover is provided.*

### What is covered

#### a Damage to property

If the **property**, or any part of the **property** is **damaged** during the period of insurance shown in the policy schedule, **we** will, at **our** option, either

- pay **you** the value of the **property** at the time of the **damage**, or
- repair, restore or replace the **property** or any part of the **property** that was **damaged**.

However, unless the **property** is a **building**, **we** will only pay **you** if the **property** is **damaged** within the **buildings** at the **premises**.

### What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule will not exceed

- in respect of **property**, the sum insured shown in the policy schedule for that **property**
- in respect of all **damage** in total, the overall sum insured shown in the policy schedule.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage** at each separate **premises**.

### Automatic increase in sums insured

The cover provided by this section of cover extends to include

- newly erected buildings, extensions and alterations
- newly acquired **office contents**
- newly acquired **computer equipment**
- inflationary increases in the value of the **buildings**, **office contents** and/or **computer equipment** (but only if the sum insured shown in the policy schedule for the **buildings**, **office contents** and/or **computer equipment**, at the start of the period of insurance shown in the policy schedule, is not less than their value)

but only for an amount not exceeding

- in respect of **buildings**, 25% of the sum insured on **buildings** or £50,000, whichever is the least, and/or
- in respect of **office contents** and/or **computer equipment**, 15% of their respective sums insured or £10,000 in total, whichever is the least.

### Average

If, at the start of the **damage**, the sum insured shown in the policy schedule for the **property** is less than the value of the **property** then the amount that **we** will pay **you** will be reduced in the same proportion.

This clause will not apply if the amount **we** will pay **you** is calculated on a **reinstatement** basis.

### Basis of settlement

In the event of **damage** to **property** other than

- stock, rent, motor vehicles (including their accessories and equipment)

- employee's, director's, partner's, customer's and visitor's, cycles, tools and other personal effects

**we** will calculate the amount **we** will pay **you** on a **reinstatement** basis, provided that:

- where the work or **reinstatement** is carried out at another site and/or in any way suitable to your requirements **we** will not pay **you** for any resulting increase in the cost of the work or **reinstatement**.
- in respect of **property** that is only partially **damaged** **we** will not pay **you** more than **we** would have done had it been totally destroyed.
- **we** will not pay **you** anymore than **we** would have done if settlement was not on a **reinstatement** basis
  - unless **reinstatement** starts and continues without unreasonable delay
  - until the cost of **reinstatement** has actually been incurred
  - if the **property** at the time of the **damage** is insured by **you** or on **your** behalf under any other insurance which is not on the same basis of **reinstatement**.

If at the time of **damage** the sum insured shown in the policy schedule for the **property** is less than 85% of the full cost of **reinstatement** of the **property** then the amount **we** will pay **you** will be reduced in the same proportion.

In the event of **damage** to

- stock, rent, motor vehicles (including their accessories and equipment)
- employee's, director's, partner's, customer's and visitor's, cycles, tools and other personal effects

**we** will, at our option, either

- pay **you** the value of the property at the time of the **damage** taking into account its age and condition, or
- repair, restore or replace the property to a condition substantially the same as it was at the time of the **damage**.

### Reinstatement of sums insured

Following **damage** which is insured under this section of cover the **sums insured** will be automatically restored to their original amount from the date of the **damage**, provided that **you**

- pay any additional premium **we** may require
- comply with any reasonable recommendations **we** may make to prevent further **damage**.

### Designation of property

If **we** need to determine the heading under which any **property** is insured **we** agree to accept the designation under which the **property** has been entered in **your business** books.

### Non-invalidity

This section of cover will not be invalidated by any act or omission or an alteration where the risk of damage is increased unknown to **you** and beyond **your** control, provided that:

- **you** tell **us** immediately **you** become aware of it, and
- pay any additional premium **we** may require, and
- comply with any additional terms **we** may require.

### Interested parties

The interest is noted of

- mortgage lenders in the **building**, and/or
- suppliers of **property** to **you** under a hiring, leasing or similar agreement

provided that, in the event of **damage** to the **building** and/or **property you** tell us the nature and extent of that interest.

#### European Community and public authorities

**We** will pay the additional cost of reinstatement of **damaged buildings** an/or **office contents** that **you** become subject to solely because of the necessity to comply with the requirements of

- European Community legislation, or
- building or other regulations under any Act of Parliament or public authority bye-laws in respect of the **damaged** or undamaged portions of the **property**.

Provided that

- the work of reinstatement is commenced and carried out without unreasonable delay and, in any event, be completed within 12 months after the **damage** or any longer period that **we** may agree with **you** in writing.

However, **we** will not pay **you**

- for those additional costs in complying with the requirements
  - in respect of **damage** occurring prior to the period of insurance shown in the policy schedule
  - in respect of **damage** not insured by this section of cover
  - where notice was served upon **you** prior to the **damage** taking place
  - where there is an existing requirement which has to be implemented within a given period
  - in respect of **property** where the **damage** is not covered by this section of cover
- the additional cost that would have been required to make good the **damaged** property to a condition equal to its condition when new had the necessity to comply with requirements not arisen.
- for the amount of any charge or assessment that arises from capital appreciation which is payable in respect of the **property** following compliance with the requirements.

If the requirements mean that the reinstatement is carried out, either in whole or in part, on another site **we** will not pay **you** more than **we** would have done had the reinstatement been carried out at the **premises**.

#### b Professional fees

**We** will pay **you** for reasonable and necessary

- architect's
- surveyor's
- consulting engineers'
- legal, and
- other professional fees

for repairing, restoring or replacing the **property** following **damage** to the **buildings** and/or **office contents**

However, **we** will not pay for any fees for preparing any claim or request for payment under this section of cover.



#### What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for

- these fees, and
- the **damage** to the **buildings**, and/or **office contents**

will not exceed the sum insured shown in the policy schedule for the **buildings** and/or **office contents** as appropriate.

#### c Grounds of the premises

**We** will pay **you**, subject to **our** prior consent, for the cost of repairing damage to the grounds of the **premises** caused by the emergency services following **damage** to the **property**.

However, **we** will only pay for these costs if we have paid **you** (or admitted liability) for the **damage** to the **property**.

#### What we will pay

The total amount **we** will pay for all these costs during the period of insurance shown in the policy schedule will not exceed £5000.

#### d Debris removal

**We** will pay **you**, subject to **our** prior consent, for the cost of

- removing debris
- dismantling and/or demolishing
- shoring up or propping

of the portion or portions of the **buildings**, **office contents** and **computer equipment** as a result of **damage**.

**We** will only pay for these costs if we have paid **you** (or admitted liability) for the **damage** to the **property**.

**We** will not pay **you** for any costs for removing debris except from the site of the **property damaged** and the area immediately adjacent to the site.

**We** will not pay **you** for any costs that arise from **pollution** or contamination of any property that is not insured by this section of cover.

#### What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for

- these cost, and
- the **damage** to the **buildings** and/or **office contents** and/or **computer equipment**

shall not exceed the sum insured shown in the policy schedule for the **buildings** and/or **office contents** and/or **computer equipment** as appropriate.

#### e Temporary removal

**We** will pay **you** for **damage to property** occurring during the period of insurance shown in the policy schedule whilst the **property** is temporarily removed for cleaning, renovation, repair or similar purposes to anywhere in the **United Kingdom**.

**We** will also pay **you** if the **property** is **damaged** whilst in transit by road or rail from and to **your premises** and where it is to be cleaned, renovated or repaired.

However, **we** will not pay **you** if

- the **property** is removed to a location that is occupied by **you**
- the **property** is **damaged** by storm or flood whilst in the open or in transit.

#### What we will pay

The most **we** will pay **you** is 15% of the sum insured shown in the policy schedule for the **property damaged**.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

#### f Temporary removal of computer system records

**We** will pay **you** for **damage** to computer system records occurring during the period of insurance shown in the policy schedule whilst they are temporarily removed to anywhere in the **United Kingdom**.

**We** will also pay **you** if the computer system records are **damaged** whilst in transit by road or rail from and to **your premises** and their place of temporary removal.

However, **we** will not pay **you** if

- the computer system records are removed to a location that is occupied by **you**
- the computer system records are **damaged** by storm or flood whilst in the open or in transit.

#### What we will pay

The most **we** will pay **you** in the period of insurance shown in the policy schedule is £1000.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

#### g Loss of documents

**We** will pay **you** the cost of repairing, restoring or replacing any **document** which is **damaged** or mislaid (and which cannot be found after a careful search) during the period of insurance shown in the policy schedule.

Exclusion 22 of this section of cover shall not apply to these costs.

However, **we** will not pay **you** for any costs arising in any way from the failure or inability to produce the desired or intended result of any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system which occurs other than through its physical destruction or damage.

#### What we will pay

The total amount **we** will pay for all these costs during the period of insurance shown in the policy schedule will not exceed £10,000.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

#### h Additional metered water charges

**We** will pay **you** the cost of additional metered water charges which **you** have to pay as a result of the accidental escape of water from tanks, apparatus or pipes at the **premises**.

However, **we** will only pay **you** if **you** keep a weekly record of readings from the water company's meter.

**We** will not pay **you** if the tanks, apparatus or pipes from which the water escapes are in an **unoccupied building**.

#### What we will pay

**We** will calculate the amount payable by comparing the charge made by the water company for the period during which the loss of metered water occurred with the charges for the previous period. **We** will take into account any relevant factors affecting **your** normal consumption of water during the periods concerned when calculating the amount to be paid.

The total amount **we** will pay for all these costs during the period of insurance shown in the policy schedule will not exceed £5,000

**i Computer breakdown**

If **your computer equipment** breaks down during the period of insurance shown in the policy schedule **we** will, at **our** option, either

- pay **you** the value of the **computer equipment** at the time of the breakdown, or
- repair, restore or replace the **computer equipment** or any part of the **computer equipment** that has broken down.

However, **we** will only pay **you** if the **computer equipment** is subject to a manufacturer's guarantee and/or a maintenance contract providing free parts and labour in the event of breakdown.

**We** will not pay **you**

- if the breakdown is a result of gradual deterioration, wear and tear or inherent defect
- if the **computer equipment** is more than 10 years old from the date of manufacture

**What we will pay**

The total amount **we** will pay during the period of insurance shown in the policy schedule will not exceed £5,000

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of breakdown.

**j Exhibitions**

If the **property**, or any part of the **property** is **damaged** during the period of insurance shown in the policy schedule whilst it is at any exhibition in the **United Kingdom** (including whilst being erected or dismantled) **we** will, at **our** option, either

- pay **you** the value of the **property** at the time of the **damage**, or
- repair, restore or replace the **property** or any part of the **property** that was accidentally **damaged**.

However, **we** will not pay **you**

- if the **property** is **damaged** whilst at any premises that are owned or occupied by **you**
- if the **damage** is covered under any other policy or contract of insurance.

**What we will pay**

The total amount **we** will pay for all **damage** to all **property** at any one exhibition is £5,000.

The total amount **we** will pay for **damage** to any one item is £1,000.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

**k Replacement of locks**

**We** will pay **you** the cost of replacing locks of the **building** following the theft of keys from

- the **building**, or
- **your** home, or
- the home of any of **your** directors, partners or **employees**.

Exclusion 9 of this section of cover shall not apply to this cover.

**What we will pay**

The most **we** will pay for the cost of replacing locks following any one instance of theft of keys is £1,000

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of theft of keys.

## What is not covered (exclusions)

### 1 Other insurance

**We** will not pay **you** more than **our** proportionate share if the **damage** is covered by any other insurance.

### 2 Wear and tear

**We** will not pay **you** for any **damage** caused by

- wear and tear,
- the action of light or atmosphere,
- moths, vermin or insects,
- any process of cleaning, dyeing, restoring, adjusting or repairing,
- corrosion, dampness, dryness, wet or dry rot,
- marring, scratching, bruising, deterioration

### 3 Defective workmanship

**We** will not pay **you** for any **damage** caused by faulty or defective workmanship, operational error or omission by **you** or any **employee**.

### 4 Fraud or dishonesty of employees

**We** will not pay **you** for any **damage** caused by fraud or dishonesty of **employees**.

### 5 Mechanical or electrical breakdown

**We** will not pay **you** for any **damage** resulting from mechanical or electrical breakdown or derangement or from adjustment, maintenance or repair.

### 6 Pollution

**We** will not pay **you** for any **damage** caused by **pollution** other than **damage** caused by

- **pollution** which results from a **specified event**
- a **specified event** which results from **pollution**

## 7 Subsidence

**We** will not pay **you** for any **damage** caused by **subsidence**

- to yards, car parks, roads, pavements, walls, gates or fences at the **premises** unless the **buildings** at the **premises** are **damaged** at the same time by the same cause.
- which results from
  - demolition, construction, structural alteration or repair of any property
  - groundworks or excavations at the **premises**
- to any **property** situated within the Isle of Wight.

## 8 Settlement and bedding down

**We** will not pay **you** for any **damage** caused by

- the normal settlement or bedding down of new structures
- the settlement or movement of made-up ground
- coastal or river erosion.

## 9 Theft

**We** will not pay **you** for any **damage** caused by theft or attempted theft

- by any person who is lawfully on the **premises**
- by deception
- from any outbuilding

unless the theft or attempted theft involved entry to or exit from the **buildings** by forcible and violent means.

**We** will not pay **you** for any **damage** caused by theft or attempted theft

- to **property** in any yard, car park, open space or open sided building
- while the **building** is **unoccupied**
- by, helped, or in any way brought about by **you**, any member of **your** family, or any director, partner or **employee** of **yours**.

However, this exclusion shall not apply if the theft or attempted theft involves assault or violence or the threat of assault or violence to any member of **your** family, or any director, partner or **employee** of **yours**.

## 10 Collapse

**We** will not pay **you** for **damage** to the **building** caused by its own collapse or cracking unless it results from a **specified event**.

## 11 Damage to fences, gates and moveable property

**We** will not pay **you** for any **damage** to fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust.

## 12 Damage to roads, paths and pavements etc

**We** will not pay **you** for any **damage** to any yard, car park, road, pavement or path caused by weight, vibration or vehicles.

## 13 Unoccupied premises

**We** will not pay **you** for any **damage** to **unoccupied buildings** caused by

- freezing
- the escape of water from any tank, apparatus or pipe
- the escape of oil from any heating installation
- malicious persons (who are not acting on behalf of or in connection with any political organisation) unless this results in fire or explosion.

#### 14 Fixed glass and sanitary ware

**We** will not pay **you** for any **damage** to fixed glass and sanitary ware

- which was broken or damaged before the beginning of the period of insurance shown in the policy schedule
- in an **unoccupied building**

#### 15 Valuable and fragile property

**We** will not pay **you** for any **damage** to

- jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
- property in transit
- money, cheques, stamps, bonds or credit cards

unless the **damage** is caused by a **specified event**.

**We** will not pay **you** for any **damage** to

- securities of any description
- glass (other than fixed glass), china, earthenware (other than fixed sanitary ware), marble or other fragile or brittle objects unless the **damage** is caused by a **specified event** or theft or attempted theft.

#### 16 Vehicles

**We** will not pay **you** for any **damage** to vehicles and their accessories and equipment, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

#### 17 Contract works

**We** will not pay **you** for any **damage** to

- the permanent and/or temporary works forming part of any contract for the maintenance, repair, renovation, refurbishment, alteration, rebuilding or similar of the **buildings** and/or
- materials for incorporation in the permanent and/or temporary works.

#### 18 Land, roads, pavements etc

**We** will not pay **you** for any **damage** to land, roads, pavements, piers, jetties, bridges, culverts or excavations.

## 19 Livestock, crops or plants

**We** will not pay **you** for any **damage** to

- livestock, growing crops, lawns, or
- trees, shrubs and plants.

However, this exclusion shall not apply to trees, shrubs and plants that are used for ornamental purposes if the **damage** is caused by a **specified event** and they are:

- contained within the **buildings**, and
- do not form part of **your office contents**.

## 20 Marine insurance

**We** will not pay **you** where **you** have a right to payment under any marine policy (or would have had if **you** didn't have the cover provided under this policy).

However, **we** will contribute in excess of the payment provided by that marine policy (or which would have been provided if **you** didn't have the cover provided under this policy).

## 21 Property more specifically insured

**We** will not pay **you** for any **damage** to **property** that **you** have more specifically insured or has been more specifically insured on **your** behalf.

## 22 Unexplained shortages

**We** will not pay **you** for **damage** caused by or consisting of unexplained disappearance or inventory shortage, misfiling or misplacing of information.

## 23 False pretence

**We** will not pay **you** for any **damage** caused by **you** voluntarily parting with the title or possession of any **property** if induced by any fraudulent scheme, trick, devise or false pretence.

## 24 Component self-ignition

**We** will not pay **you** for any **damage** to any component of any dynamo, electric motor or other electrical plant installation, apparatus or conductor caused by its own self-heating or self-ignition.

## 25 Flat roofs

**We** will not pay **you** for

- any **damage** to flat roof sections of the **property**
- any **damage** in any way resulting from flat roof sections of the **property**

where the flat roof

- has not been adequately maintained, or
- is greater than 10 years old.

## 26 Alteration

**We** will not make any payment under this policy if, after the start of the period of insurance shown in the policy schedule, there is any alteration which results in

- an increase in the risk of a claim or **damage**
- **your** interest ceasing other than by a will or the operation of the law
- **your** business being wound up, carried on by a liquidator or receiver or permanently discontinued

unless **we** have been notified of and agreed to the alteration.

## Conditions that apply to this section of cover

### 1 Unoccupied buildings

**You** must notify **us**, without delay, and in writing, when **you** become aware that

- a **building** or any part of a **building** is **unoccupied** or is to become **unoccupied**
- an **unoccupied building** or part of a **building** has become occupied or is to become occupied, giving **us** full details of the purpose for which it is to be used

and pay any reasonable additional premium **we** may require.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

### 2 Explosion

If any vessel, machinery or apparatus (or their contents) is **damaged** by an explosion that originates within the vessel, machinery or apparatus, **you must** comply with any statutory regulations that require the vessel, machinery or apparatus to be examined.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

### 3 Security protections

**You** must ensure that the following security protections (and/or any subsequent protections installed or fitted at **our** request) are in full and proper use at all times when the **premises** are closed for business or left unattended and will be maintained in proper working order throughout the period of insurance shown in the policy schedule

- all external doors (and any internal doors leading to any part of the Buildings not in Your sole occupation) to be secured with either
  - if an aluminium door: a cylinder mortice deadlock, or
  - if an armoured plate door: the door manufacturer's locks as supplied, or
  - if a UPVC door: a multi-point locking system incorporating a minimum of 3 deadbolts
  - if any other type of single leaf door
    - where the door thickness is at least 4.5 cm: a five lever mortice deadlock to at least British Standard 3621 together with a 17.5 cm boxed steel striking plate
    - where the door is less than 4.5 cm thick: a deadlocking rim latch keyed into the deadlock position or a mortice deadlock and two key operated security bolts engaging with the door frame and with internal operation only
  - if double leaf doors:



- the standing leaf secured with internal surface mounted key operated security bolts or concealed flush bolts sited top and bottom engaging with the door frame and the floor, and
  - the final closing leaf secured with either a lock fitted as above dependent on door type or both leaves fitted with a coach-bolted locking bar secured with a close shackle padlock (or, if the locking bar is sited internally, either a close or open shackle padlock) having at least five levers
  - if a designated fire door: either
    - a panic bar locking system incorporating bolts which engage both the head and sill of the door frame, or
    - a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
  - all external ground floor and accessible windows and/or skylights are secured with key operated window locks or screwed shut.
- If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

### Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured/you/your/yours** means the person named as the policyholder in the policy schedule.

**Buildings** means the buildings at the **premises**. The **buildings** must be:

- owned by **you** or occupied either solely by **you** or in part by **you**.
- owned or occupied by **you** in connection with **your business** and/or as a private dwelling or offices
- constructed of and roofed with non-combustible materials.

The **buildings** also include:

- landlords fixtures and fitting that are either in or on the **buildings**
- walls, gates and fences, car parks, yards, private roads, pavements and paths that are all on the same **premises** as the **buildings**
- small outside buildings, annexes, loading bays, conveniences, external fire escapes, staircases, gangways and pedestrian ways that are attached to the **buildings** or belong to them
- lowering and loading apparatus, water and fuel tanks and ancillary equipment, service pipes, trunking, piping, ducting, cables, wires and their associated control gear and accessories that extend from the **building** to the public mains which **you** are responsible for and provided that they are not otherwise insured

**Computer equipment** means **computer equipment** (as defined within the general definitions) whilst within the **buildings** but does not include any item which is insured under section of cover J (damage to portable property) or which would have been insured but for the operation of any limit, excess, exclusion or condition.

**Damage/damaged** means accidental loss, destruction or damage.

**Document** means

- all documents, but does not mean stamps, currency, coins, bank notes, bullion, travellers cheques, postal orders, money orders, securities, negotiable instruments and documents of the same kind.
- programs, instructions or data that are not part of a computer system but can be physically incorporated into a computer system

which belong to **you** or **you** are legally responsible for and which are in **your** custody or in the custody of any other person **you** have given them to in the course of **your business**.

**Employee** means anyone (other than a director of **yours**) who was, or is or may become

- under a contract of service or apprenticeship with **you**
- under a work experience or similar scheme with **you**
- supplied to **you** or hired in or borrowed by **you**
- self-employed persons

who work for **you** in connection with **your business** and are under **your** direct control and who are normally resident in the **United Kingdom**.

**Excess** means the first amount of any claim for which **you** are responsible. That amount is:

- £1,000 in respect of **damage** caused by **subsidence**
- £100 in respect of **damage** covered under section of cover 'g' (loss of documents)
- £250 in respect of all other **damage**
- £25 in respect of the theft of keys covered under section of cover 'k' (replacement of locks)

**Office contents** means

- stationary, office furniture and machinery
- tenants' improvements and decorations for which **you** are responsible

that are within the **buildings** at the **premises**. (However, **office contents** does not include any item that is insured under cover clause 10 (damage to portable property) or which would have been insured but for the operation of any limit, excess, exclusion or condition).

and

- money and stamps, but only for an amount not exceeding £1,000 which is reduced to £500 in respect of theft from anywhere other than from a locked safe
- documents, manuscripts and business books but only for the value of the materials as stationary together with the cost of clerical labour in writing them up and not for the value to **you** of the information contained in the documents, manuscripts or books
- computer system records but only for the value of the materials together with the cost of clerical labour and computer time in reproducing the records (excluding any expense in connection with the production of information to be recorded) and not for the value to **you** of the information contained in the computer system records, but only for an amount not exceeding £10,000
- patterns, models, moulds, plans and designs
- **employees'**, directors', partners', customers' and visitors' personal belongings, but only for an amount not exceeding £500 per person
- wines, spirits, cigarettes and tobacco goods kept for entertainment purposes only (and not for sale) but only for an amount not exceeding £500 in total in respect of loss or damage by theft

but excluding

- landlord's fixtures and fittings
- vehicles licenced for road use including their accessories and equipment
- property that is more specifically insured.

**Premises** means the **buildings** together with its land and outbuildings at the address shown in the policy schedule and which are owned or occupied by **you** (or in part by **you**).

**Property** means property owned by **you** or for which you are legally responsible, shown in the policy schedule and against which a sum insured is shown.

**Reinstatement** means the carrying out of the following work:

- where the **property** is lost or destroyed
  - the rebuilding of the **property** if a building, or
  - in respect of other **property**, its replacement by similar property
 in a condition equal to but not better or more extensive than its condition when new
- where **property** is damaged, the repair of the damage and the restoration of the damaged portion of the **property** to a condition substantially the same as but not better or more extensive than its condition when new.

**Specified event** means:

- fire, lightning, explosion, aircraft or other aerial devices (or articles dropped from them), earthquake, subterranean fire
- riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves)
- storm, flood, escape of water from any tank, apparatus or pipe, impact by road vehicle or animal.

**Subsidence** means subsidence, ground heave or landslip.

**Unoccupied** means unoccupied, untenanted, empty or not in use.

## 8 Business interruption

*Please look at this policy schedule to see if this cover is provided.*

### What is covered

If any of the following events occur during the period of insurance shown in the policy schedule:

- accidental loss, damage or destruction, at the **premises**, to property that is used by **you** for the purpose of **your business**
- accidental loss, damage or destruction to any property in the area near or surrounding the **premises** which prevents or makes it difficult for **you** to use or enter the **premises** for the purpose of **your business**
- accidental loss, damage or destruction to any property at **your** suppliers' premises that are within the **United Kingdom**
- accidental failure of **your** supply of electricity, gas, water or telecommunication services

and as a result the **business** carried on by **you** at the **premises** is interrupted or interfered with then **we** will pay **you**

- the resulting reduction in **revenue** and/or increase in cost of working
- the resulting **additional cost of working**.

However,

- **we** will only pay **you** for the reduction in **revenue** and/or increase in cost of working if a sum insured for this is shown under 'loss of revenue' in the policy schedule and only in respect of the **premises** shown against that sum insured.

If no sum insured is shown under 'loss of revenue' in the schedule, **we** will not pay **you**.

- **we** will only pay **you** for **additional cost of working** if a sum insured for this is shown under 'additional cost of working' in the policy schedule and only in respect of the **premises** shown against that sum insured.

If no sum insured is shown under 'additional cost of working' in the schedule, **we** will not pay **you**.

- where **your** business has been interrupted or interfered with following accidental loss, damage or destruction to property at the **premises**, **we** will only pay **you** for the reduction in **revenue** and/or increase in cost of working and/or **additional cost of working** if:
  - **we** have paid **you** (or admitted liability) for the accidental loss, damage or destruction to the property under section of cover 7 (property damage) of this policy or would have done so but for the excess under that section of cover, or
  - if **you** do not own and are not responsible for insuring the **premises**, **we** would have paid **you** (or admitted liability) if the **premises** had been insured under section of cover 7 (property damage).

### What we will pay

- The most **we** will pay under this section of cover in the period of insurance is the sum insured, both of which are shown in the policy schedule.
- The most **we** will pay in the period of insurance shown in the policy schedule following accidental loss, damage or destruction to any property at **your** suppliers' premises is £100,000
- The most **we** will pay in the period of insurance shown in the policy schedule following the breakdown of **your computer equipment** is £5,000

- In calculating the amount to be paid all variations or special circumstances affecting the **business** will be taken into account so that the amount paid represents, as closely as possible, the results which would have been expected if the **insured event** had not occurred
- **Revenue**  
The amount **we** will pay **you** for reduction in **revenue** is the amount the **revenue** falls short, during the **cover period**, of the **standard revenue** as a result of the **insured event**.
- **Increase in cost of working**  
The amount **we** will pay **you** for increase in cost of working is the additional amount of money, necessarily and reasonably spent, for the sole purpose of avoiding or diminishing the reduction in **revenue** which would have occurred during the **cover period** as a result of the **insured event** had that money not been spent.  
However, **we** will not pay **you** more than the loss of **revenue** avoided by spending that additional money.
- **Additional cost of working**  
The amount **we** will pay **you** for **additional cost of working** is the amount of money, necessarily and reasonably spent, in order to avoid or diminish the reduction in **revenue** which would have occurred during the **cover period** as a result of the **insured event** had that money not been spent.
- **Savings**  
If any of the charges or expenses of the **business** cease or reduce in consequence of the **insured event** the amount of the savings during the **cover period** will be deducted from the amount **we** pay **you**.  
However, this will not apply to any payment for **additional cost of working**.
- **Average**  
If, at the beginning of the **insured event**, the sum insured shown in the policy schedule is less than the **annual revenue** (or, if the maximum cover period shown in the policy schedule exceeds 12 months, a proportionally increased amount) the amount **we** pay **you** will be reduced in the same proportion.  
However, this will not apply to any payment for **additional cost of working**.
- **Professional accountant's charges**  
In addition **we** will also pay **you** for reasonable professional accountants charges for producing any particulars or details from **your** business books or any other proofs, information or evidence **we** may require under claims condition 3 including that the proofs, information or evidence are in accordance with **your** business books or documents.
- **Alternative trading**  
If, during the **cover period**, the services provided by **your business** are provided from somewhere other than the **premises**, either by **you** or on **your** behalf, the money paid or payable in respect of those services provided will be taken into account in arriving at the reduction in **revenue** during the **cover period**.
- **Reinstatement of loss**  
In the event of a loss covered by this section of cover the sum insured will not be reduced by the amount of that loss provided **you**
  - pay any appropriate additional premium **we** may require, and
  - comply with any reasonable requirements **we** may require to prevent any further loss.

## What is not covered (exclusions)

## 1 Other insurance

**We** will not pay **you** more than **our** proportionate share if **your** loss is covered under any other insurance.

## 2 Failure of supply

- **We** will not pay **you** for any loss resulting from **damage** caused by the deliberate act of a supplier in withholding the supply of water, gas, electricity, fuel or telecommunication services other than loss resulting from any subsequent **damage** which in itself is not excluded under this section of cover.

However, this exclusion shall not apply if the withholding by the supplier is

- for the sole purpose of safeguarding life, or
- for protecting any part of the supplier's system, or
- a result of a scheme of rationing due to **damage** to the supplier's premises.
- **We** will not pay **you** for any loss resulting from accidental failure of **your** supply of electricity, gas, water or telecommunication services
  - which does not involve a lack of supply for at least 24 consecutive hours
  - which is caused by strikes, labour or trade disputes, or drought.

## Conditions that apply to this section of cover

### 1 Value Added Tax clause

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

### 2 Current cost accounting

Any adjustment implemented in current cost accounting shall be disregarded.

## Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured/you/your/yours** means the person named as the policyholder in the policy schedule

**Additional cost of working** means additional costs. This includes, but is not limited to:

- the cost of moving to and from temporary premises and the additional rent, rates and taxes
- the cost of equipping temporary premises and the resulting additional rent, rates and taxes
- the additional cost of lighting, heating and water
- the cost of additional staff and overtime and allowances to existing staff

**Annual revenue** means the **revenue** during the 12 months immediately before the **start** of the **insured event**.

**Cover period** means the period beginning with the **start** of the **insured event** and ending not later than the maximum cover period shown in the policy schedule, during which **your business** is adversely affected as a result of the **insured event**.

**Damage** means accidental loss, destruction or damage.

**Insured event** means

- accidental loss, damage or destruction, at the **premises**, to property that is used by **you** for the purpose of **your business**
- accidental loss, damage or destruction to any property in the area near or surrounding the **premises** which prevents or makes it difficult for **you** to use or enter the **premises** for the purpose of **your business**
- accidental loss, damage or destruction to any property at **your** suppliers' premises that are within the **United Kingdom**
- accidental failure of **your** supply of electricity, gas, water or telecommunication services

**Premises** means the buildings together with its land and outbuildings at the address shown in the policy schedule and which are owned or occupied by **you** (or in part by **you**).

**Revenue** means the money paid or payable to **you** for work or services provided in the course of **your business** at the **premises**.

**Standard revenue** means the **revenue** during the period of the same length as the **cover period** in the 12 months immediately before the **start** of the **insured event**.

**Start** means

- the date the accidental loss, damage or destruction occurred
- the date **your** supply of electricity, gas, water or telecommunications failed

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## 9 Money and personal assault

*Please look at the policy schedule to see if this cover is provided.*

### What is covered

#### a Money

**We** will pay **you** for loss of **money** within the **United Kingdom**, occurring during the period of insurance shown in the policy schedule, whilst the **money** is

- in transit
- in the custody of collectors (but only for 24 hours from the time of receipt or until the next working day)
- in the **premises**
- in any **private residence**
- on contract or exhibition sites whilst **employees** are working there at the time
- in the night safe or at a bank

**We** will also pay **you** for the cost of repair or reinstatement of any

- safe
- strongroom
- cash register
- cash carrying case or bag
- franking machine

lost or damaged by theft or attempted theft of **money**.

### What we will pay

The most **we** will pay for any one loss of **negotiable money** is:

- £500 if the **negotiable money** is lost
  - from the **premises** out of **working hours** or from any **private residence** when it is not kept in a locked safe or strongroom
  - whilst in the custody of a collector
  - whilst in transit by registered post
- £1,000 if the **negotiable money** is lost from any **private residence** when kept in a locked safe or strongroom
- £2,500 if the **negotiable money** is lost from the **premises** when kept in a locked safe or strongroom

The most **we** will pay for any one loss of **non-negotiable money** is £250,000.

The most **we** will pay in total during the period of insurance shown in the policy schedule for any loss of **money** that results in any way from the fraudulent use of any company credit or debit cards issued in connection with **your business** is £1,000 per card.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to each claim for loss of **money**.



## b Personal Assault

If an **insured person** suffers injury, or loss of or damage to clothing and personal effects during the period of insurance shown in the policy schedule as a direct result of robbery or attempted robbery in the course of the **business**, **we** will pay **you** the benefit set out below.

### What we will pay

The amount payable for each person will be

in respect of <b>death</b>	£10,000
in respect of <b>loss of limbs</b>	£10,000
in respect of <b>loss of sight or speech or hearing</b>	£10,000
in respect of <b>permanent total disablement</b>	£10,000
in respect of <b>temporary total disablement</b>	£ 100 for each week of disablement
in respect of loss of, or damage to, clothing and personal effects belonging to an <b>insured person</b> .	The amount of the loss or damage up to a maximum of £500
<b>Medical expenses</b>	Incurred costs up to a maximum of £250 per Injury

However,

- if an **insured person** has the right to more than one of the following benefits
  - **death**
  - **loss of limbs**
  - **loss of sight or speech or hearing**
  - **permanent total disablement**

the most **we** will pay is £10,000

- **permanent total disablement** must commence within 104 weeks of suffering the **injury**
- the benefit for **permanent total disablement** will only be payable until 104 weeks after the date of suffering the **injury**.
- to qualify for the benefit for **temporary total disablement** the injured person must have received medical attention from and continued under the care of a qualified medical practitioner.
- the benefit for **temporary total disablement** is payable for a maximum of 104 weeks from the date of suffering the **injury**.
- the benefit for **temporary total disablement** is no longer payable once the benefit for **death, loss of limbs or loss of sight or speech** becomes claimable..

## c Business Visits Abroad

**We** will pay **you** for loss of **money** outside of the United Kingdom during the period of insurance shown in the policy schedule and arising out of visits in connection with **your business** by **you** or any director or partner of **yours** or any **employee**

### What we will pay

The most we will pay for any one claim or series of claims arising from the same original cause is £500

## What is not covered (exclusions)

### 1 Other insurance

**We** will not pay **you** more than **our** proportionate share if the **damage** is covered by any other insurance.

### 2 Gaming machines

**We** will not pay **you** for loss of **money** in gaming, amusement, change giving or vending machines.

### 3 Fraud or dishonesty

**We** will not pay **you** for loss due to fraud or dishonesty of **employees** unless the loss is discovered within 30 days of it occurring.

### 4 Shortages

**We** will not pay **you** for shortages due to mysterious disappearance, unexplained shortages, accounting or clerical error or omissions.

### 5 Unattended motor vehicle

**We** will not pay **you** for loss of **money** from unattended motor vehicles.

### 6 Depreciation/counterfeit money

**We** will not pay **you** for loss resulting from or due to depreciation in value or to the use of counterfeit currency.

### 7 Falsification of accounts

**We** will not pay **you** for loss due to falsification of accounts.

### 8 Fidelity guarantee

**We** will not pay **you** for loss of **money** where you are entitled to payment under a Fidelity Guarantee or similar insurance policy or certificate.

### 9 Unregistered post

**We** will not pay **you** for loss of **money** in transit sent in unregistered post.

### 10 Credit cards

**We** will not pay **you** for loss due to the use of any company credit or debit card if the provisions, conditions and other terms under which the cards have been issued have not been fully complied with.

### 11 Children and age

**We** will not pay **you**

- for injury due in any way to, or prolonged by, pregnancy or childbirth.
- for any **insured person** under the age of 16 years or over the age of 70 years.
- in respect of property belonging to any **insured person** under the age of 16 years or over the age of 70 years.

## Conditions that apply to this section of cover

### 1 Record of money

**You** shall ensure that a complete record is kept of

- **money** in transit
- **money** in any **premises** at which money is covered under this section of cover

and that the record is deposited in some place other than in any safe or strongroom containing **money**

### 2 Keys and combination codes

**You** shall ensure that no keys or combination codes of any safe or strongroom containing **money** are in the **premises** out of **working hours** unless they or any director or partner of theirs or any **employee** (who is entrusted with money) permanently reside at the **premises**, and/or no keys or combination codes of any safe or strongroom containing money shall, out of **working hours**, be

- in the **business** portion of the **premises**.
- in or about that particular portion of the **premises** in which the safe or strongroom is kept or situated.

### 3 Escorted money

**You** shall ensure that each single transit of negotiable money above £2,500 is escorted by at least 2 responsible able-bodied adults.

## Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Death** means death resulting solely and directly from, and within 104 weeks of sustaining, the **injury**.

**Employee** means any person, (other than a director of **yours**) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- self-employed persons

and who are working for **you** under your direct control in connection with **your business** and normally resident in the United Kingdom.

**Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is £250.

**Injury** means bodily injury caused solely and directly by violent, external and visible means.

**Insured/you/your/yours** means the person named as the policyholder in the policy schedule.

**Insured person** means any principal, partner, director, officer or **employee** of **yours** or any member of their family

**Loss of limbs** means total loss of use of one or more hands or feet resulting solely and directly from, and within 104 weeks of suffering, the **injury**.

**Loss of sight or speech or hearing** means total and irrecoverable loss of

- all sight in one or both eyes, or
- the power of speech, or
- the sense of hearing

resulting solely and directly from, and within 104 weeks of suffering, the **injury**

**Medical expenses** means the cost of surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession together with hospital, nursing

home and ambulance charges following injury for which a benefit is payable under this section of cover.

**Money** means **negotiable money** and **non-negotiable money** which **you** are responsible for and used for the purpose of **your business**

**Negotiable money** means current coin, bank and currency notes, uncrossed cheques, uncrossed postal and money orders, unused postage stamps, National Savings Stamps and Certificates, unexpired units in franking machines, luncheon and customer redemption vouchers, trading stamps, holiday with pay stamps, telephone cards and travel tickets (solely for **your** personal use, or use by any director, partner or any **employee** of **yours**)

**Non-negotiable money** means crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques), crossed bankers' drafts, crossed postal and money orders, crossed warrants, VAT purchase invoices, company credit and/or debit cards, credit and debit card sales vouchers and Premium Bonds

**Permanent total disablement** means permanent total disablement (other than **loss of limb** or **loss of sight or speech or hearing**) resulting solely and directly from **injury** which necessarily and continuously prevents the **insured person** from attending to business or occupation of any description and, having lasted for 104 weeks from the date of suffering the Injury, is beyond hope of improvement.

**Premises** means the premises shown in the schedule of this insurance and which are occupied by **you** in the course of **your business**.

**Private residence** means the private residence, away from the **premises**, where **you** or any director, partner, **employee** or authorised representative (who is entrusted with money) of **yours** permanently reside.

**Temporary total disablement** means total disablement resulting solely and directly from **injury** which necessarily prevents the injured person from attending to his/her usual business or occupation or, if the injured person has no occupation, necessarily confines the person to a private dwelling or other location where he/she is under treatment.

**Working hours** means **your** normal working hours including overtime, during which you or any **employees** who are entrusted with **money** are

- in that portion of the **premises** used solely for the purposes of **your business**
- for contract or exhibition sites, on the contract or exhibition site

# 10 Damage to portable property

*Please look at the policy schedule to see if this cover is provided.*

## What is covered

### Damage to property

If the **property**, or any part of the **property** is **damaged** during the period of insurance shown in the policy schedule, **we** will, at **our** option, either

- pay **you** the value of the **property** at the time of the **damage**, or
- restore, repair, or replace the **property** or any part of the **property** that was **damaged**.

### What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule will not exceed the sum insured shown in the policy schedule for this section of cover.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to each incident or event of **damage**.

### Reinstatement basis of settlement

In the event of **damage** to **property**, **we** will calculate the amount **we** will pay **you** on a **reinstatement** basis.

### Reinstatement of sums insured

Following **damage** which is insured under this section of cover the sums insured will be automatically restored to their original amount from the date of the **damage**, provided that **you**

- pay any additional premium **we** may require
- comply with any reasonable recommendations **we** may make to prevent further **damage**.

## What is not covered (exclusions)

### 1 Other insurance

**We** will not pay **you** more than **our** proportionate share if the **damage** is covered by any other insurance.

### 2 Wear and tear

**We** will not pay **you** for **damage** caused by or consisting of

- wear and tear,
- depreciation,
- gradual deterioration,
- vermin, moth or insects,
- fungus,
- condensation,
- any gradually operating cause, or
- any process of cleaning, dyeing, repairing or renovation

### 3 Unexplained Shortages

**We** will not pay **you** for damage caused by or consisting of unexplained disappearance or inventory shortage

### 4 Unattended property

**We** will not pay **you** for **damage** to **property** caused or consisting of

- unexplained shortage or disappearance
- theft whilst the property is left unattended.

However, provided that

- the **property** is concealed in a locked boot area within the vehicle, and
- all points of access to the vehicle are securely locked and security devices put in full and proper operation, and
- force is used to gain entry to the vehicle and the entry causes external and visible damage to the vehicle

then this exclusion shall not apply to

- theft or attempted theft of property from an unattended vehicle or
- theft of **property** where the vehicle is stolen at the same time.

### 5 Mechanical/electrical breakdown

**We** will not pay **you** for **damage** caused by or consisting of mechanical or electrical breakdown of the **property** unless caused by accidental damage to the exterior of the **property**.

### 6 False pretence

**We** will not pay **you** for **damage** caused by the voluntary parting with title or possession of any **property** insured if induced by any fraudulent scheme, trick, device or false pretence.

## Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Damage** means accidental loss, destruction or damage

**Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is £250.

**Insured/you/your/yours** means the person named as the policyholder in the policy schedule.

**Property** means portable equipment owned by you or which **you** are responsible for used in connection with **your business** including

- computer equipment
- photographic equipment
- mobile telephone, or

other than

- equipment whilst fitted to a vehicle
- works of art, items of gold, silver or other precious metals, or personal effect (including jewellery and watches).

**Reinstatement** means the carrying out of the following work:

- where the **property** is lost or destroyed its replacement by similar property in a condition equal to but not better or more extensive than its condition when new
- where **property** is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

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# 11 Fidelity

*Please look at the policy schedule to see if this cover is provided.*

## What is covered

### 1 Employee dishonesty

**We** will pay **you** for loss of **money or goods**, which **you** first discover during the period of insurance shown in the policy schedule, as a result of any fraudulent or dishonest act committed by an **employee** (or **employees** acting in collusion together) with the intent to

- cause **you** to sustain loss of **money or goods**
- obtain personal gain for the **employee** or anyone else intended by the **employee** to benefit from their fraudulent or dishonest act.

### 2 Third party computer and funds transfer fraud

**We** will pay **you** for

- loss of property through **computer fraud**
- loss of funds from **your transfer account** at a **financial institution** through **fraudulent transfer instructions** communicated to the **financial institution**

(including the costs of reinstating electronic data destroyed, erased or stolen as a consequence of the above) by anyone other than **you** and/or any **employee**, and which **you** first discover **you** have sustained during the **period of insurance**.

### 3 Discovery period

If **we** refuse to renew this cover section reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy

or if **you** decline to accept our renewal terms, then you shall automatically be entitled to a 30 day **discovery period**.

The discovery period shall only apply to loss arising from a fraudulent or dishonest act committed during the **period of insurance**.

**You** shall not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

## What we will pay

The most **we** will pay in the **period of insurance** is the **limit** shown in the policy schedule for this section of cover.

**We** will also pay up to £25,000 towards the costs of any professional audit incurred with our written consent solely to formulate the amount of **your** loss. This amount is not in addition to the **limit**.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to each claim or series of claims arising from the same original cause.

**We** will deduct from the amount **we** pay **you**

- any amount which would have been due to the **employee** had they not committed the fraudulent or dishonest act and which **you** have not paid them
- any amount which **you** have recovered from the **employee** committing the fraudulent or criminal act.

## What is not covered (exclusions)



## 1 Unexplained shortages

**We** will not pay **you** for any loss caused by or consisting of a mysterious disappearance or unexplained shortage or shortages

## 2 Dishonest and malicious acts

**We** will not pay **you** for loss which results from

- any fraudulent or dishonest act committed by an **employee** whose shareholding or financial interest exceeds 5% of **your** equity
- any fraudulent or dishonest act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

- no one will be entitled to payment in respect of any legal liability and/or **costs and expenses** resulting from their dishonest, fraudulent, criminal or malicious act or omission or from condoning such an act or omission.
- **we** will deduct from any amount payable by **us**:
  - any amounts due from **you** to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
  - any amounts held by **you** and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
  - any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

## 3 Circumstances known at inception

If **you** know or ought to have known of any circumstances that existed prior to the date that this section of cover started then **we** will not pay **you** for any loss that arises from those circumstances.

## 4 Territorial limits

**We** will not pay **you** for loss that arises outside **United Kingdom**.

## 5 Takeover and merger

**We** will not pay **you** for loss resulting from a fraudulent or dishonest act committed after

- the effective date of **your** takeover or merger by or with any person
- the appointment of a liquidator, trustee, receiver or any other similar officer.

## 6 Retroactive date

**We** will not pay **you** for any loss resulting from a fraudulent or dishonest act or **computer fraud** or **fraudulent transfer instructions** committed prior to the **retroactive date**.

## 7 `Computer fraud and funds transfer fraud

Under 'b' (third party computer and funds transfer fraud) of this section of cover **we** will not pay you

- for loss of interest or loss of profits or any indirect loss
- for loss of computer time or use
- for loss arising from the voluntary giving or lending of property or its surrender in a franchise or exchange whether legitimate or fraudulent
- for loss arising from the fraudulent or dishonest act of an **employee** whether acting alone or **acting in collusion**.

## Conditions that apply to this section of cover

### 1 Recovery

**We** will apply any recovery of loss under this section of cover in the following order

- any loss incurred by **you** over and above the **limit** which would otherwise have been insured by this cover section
- the total loss paid by **us**
- the **excess** borne by **you**

The total amount recovered will be applied, as far as it will go and **you** and **we** will make whatever settlement is necessary between ourselves to reflect this

### Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this cover section. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Acting in collision** means all circumstances where two or more **employees** are involved or implicated together or assist each other materially in committing acts of fraud or dishonesty.

**Computer fraud** means **theft** effected by means of accessing a computer system or by the introduction, alteration or deletion of any data, program or instruction in relation to a computer system.

**Employee** means any person (not being a director or former partner of **yours**) who was or is or may be in the future

- a governor, director, council member, officer or trustee of **yours**, or
- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- volunteers

and who are working for **you** under **your** direct control in connection with **your business**

**Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

**Financial institution** means

- a banking or saving institution, or
- a stockbroker or similar investment institution at which **you** maintain a **transfer account**.

**Fraudulent transfer instructions** means

- electronic, telegraphic, cable, teletype or telephone instructions to a **financial institution** to debit a **transfer account** and to transfer, pay or deliver funds from the account, which instructions purport to have been transmitted by **you** but which have been fraudulently transmitted by another, or
- written instructions to a financial institution to debit a transfer account and to transfer, pay or deliver funds from the account through an electronic funds transfer system at specified or under specified conditions, which written instructions purport to have been duly issued by you but which have been fraudulently issued, forged or altered by another.

**Insured/you/your/yours** means the person named as the **policyholder** in the schedule of this policy and the **subsidiary company**.

**Limit** means the amount stated in the schedule of this policy in respect of this cover section K – fidelity.

**Money or goods** means stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, postal orders, money orders, securities and the like and tangible property belonging to **you** or for which **you** are legally liable.

**Period of insurance** means the period stated in the schedule of this policy.

**Retroactive date** means either

- the date when this section of cover was first inceptioned, or
- where equivalent cover to that provided under this cover section has been continuously maintained immediately prior to the inception of this cover sections, then it means the date that applied to that equivalent cover.

**Subsidiary company** means any company in respect of which **you** or any other subsidiary company of **yours** controls, at the date when this section of cover became operative

- owns more than 50% of the share capital
- has a majority of the voting rights
- has the right to appoint or remove a majority of the company's board of directors
- controls a majority of the voting rights of the company under a written agreement with other shareholders or members

and any company which is subsequently acquired or created and included with **our** written consent

**Theft** means

- the dishonest appropriation of property with the intention of permanently depriving **you** of it, or
- the taking of property without lawful authority.

**Transfer accounts** means an account, maintained by **you** with the **financial institution** to or from which **you** or **your** authorised representative may cause the transfer, payment or delivery of funds by means of

- electronic, telegraphic. Cable, teletype or telephone instructions (whether communicated directly or through a cash management service or funds transfer system), or
- written instructions establishing the conditions under which the transfers are to be initiated by the financial institution through an electronic funds transfer system.

# 12 Cyber and data risks

Please look at the policy schedule to see if this cover is provided

## What is covered

### a Data loss

For 90 days immediately following **your** first discovery, during the period of insurance shown in the policy schedule, of a **data breach** in connection with **your business**, **we** will pay **your** costs, reasonably incurred with **our** written consent, of

- using the services of the **cyber response service** to
  - contain, recover and assess the **data breach**
  - comply with **United Kingdom** legal requirements to establish a credit monitoring, identity theft and/or similar mitigation service
- complying with **United Kingdom** legal requirements to notify third parties and/or **employees** of an actual or suspected **data breach**
- notifying third parties and/or **employees** of an actual or suspected **data breach** where there are no legal requirements to do so but where notification will effectively reduce or avoid a loss which otherwise **you** would have been entitled to payment under the following section of cover 'data liability'.

### b Data liability

**We** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from a **data breach** in connection with **your business**.

In addition **we** will pay **your costs and expenses** resulting from the claim.

### c Cyber loss

**We** will pay **your** costs, incurred with **our** written consent,

- in restoring, replacing, rebuilding, replicating or reinstating **your computer equipment** that has been subjected to a **cyber attack**
- to contain, reduce and/or pay a ransom demand resulting from **data extortion**

first discovered by **you** and reported to **us** in the period of insurance shown in the policy schedule.

### d Cyber liability

**We** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from

- **your** negligent transmission of a **computer virus** that has originated from or passed through **your computer equipment**
- a **cyber attack**
- an **e-media incident**

in connection with **your business**.

In addition **we** will pay **your costs and expenses** resulting from the claim.

#### e Network interruption

If **your computer equipment** is subject to a **cyber attack**, first discovered and reported to **us** during the period of insurance shown in the policy schedule, and as a result **your business** is interrupted or interfered with then **we** will pay **you** the subsequent reduction in **your** net profit (before taxes) and/or increase in cost of working.

The amount **we** will pay in respect of the reduction in **your** net profit will be determined by taking into account

- **your** net profit in the months preceding the **cyber attack**
- **your** probable net profit during the **cover period** had the **cyber attack** not occurred
- seasonal variations and influences
- changes in market and/or economic conditions

However, the amount **we** will pay will not include any increase in net profit **you** would likely have attained as a result of an increase in volume of business due to favourable business conditions caused by the impact of a similar event on other businesses.

The amount **we** will pay in respect of increase in cost of working shall be the additional amount of money, necessarily and reasonably spent, in order to avoid or reduce the reduction in **your** net profit which would have occurred during the **cover period** as a result of the **cyber attack** had that money not been spent.

If any of the charges or expenses of **your business** cease or are reduced as a result of the **cyber attack** the amount of those savings during the **cover period** shall be deducted from the amount **we** pay **you**.

#### f Compensation for court attendance

If at **our** request

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay you the following amounts:

- for any director or partner £500 per day
- for any **employee** £250 per day

for each day on which attendance is required.

#### g Public relations crisis management

**We** will pay **you** for costs resulting from the use, with **our** prior agreement, of the **crisis response service** following a **crisis**.

In addition **we** will pay any other related costs agreed with **us**.

However, **you** must:

- immediately notify **us** of any event or circumstances which might result in a **you** seeking payment under this section of cover and comply with **our** recommendations or the recommendations of the **crisis response service**
- take all reasonable and practical measures to avoid or reduce the costs of the **crisis**

#### h Regulatory investigations/fines

Despite exclusion 7 of this section of cover (contractual liability) and general exclusion 1 (fines and penalties), **we** will pay **you**

- the cost of legal representation, that **we** agree to in writing, at any investigation or proceedings brought about by the United Kingdom Information Commissioner's Office in connection with any matter for which **you** might receive payment from **us** under this section of cover.

- any **PCI fines**, penalty, fine or award made against **you** provided that it is legally permissible to insure against the payment of the penalty, fine or award.

### What we will pay

The most **we** will pay in total in the period of insurance shown in the policy schedule for

- all costs in total, plus
- all claims in total, plus
- all **costs and expenses** in total, plus
- the reduction in **your** net profit and/or increase in cost of working in total

is the **limit**.

However,

- the most **we** will pay in total in the period of insurance shown in the policy schedule, under cover section 'c' (cyber loss) in respect of containing, reducing and/or paying a ransom demand resulting from **data extortion** is either £25,000 or the **limit**, whichever is the least.
- the most **we** will pay in total in the period of insurance shown in the policy schedule, under cover section 'e' (network interruption) is either £50,000 or the **limit**, whichever is the least.
- the most **we** will pay in total in the period of insurance shown in the policy schedule, under cover section 'g' (public relations crisis management) is either £25,000 or the **limit**, whichever is the least.
- the most **we** will pay in total in the period of insurance shown in the policy schedule, under cover section 'h' (regulatory investigations/fines) is either £100,000 or the **limit**, whichever is the least.

these amounts are included within and are not in addition of the **limit**

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate claim, **data breach** and/or **data extortion** under the section of covers 'a' (data loss), 'b' (data liability), 'c' (cyber loss) and 'd' (cyber liability).

Under the section of cover 'e' (network interruption) **we** will not pay for any reduction in **your** net profit occurring during the **time retention**. This must be paid by **you**.

### What is not covered (exclusions)

#### 1 Other insurance

**We** will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

#### 2 Betterment

**We** will not pay **you** to the extent that **your computer equipment** or **your** financial position are in a better or improved position compared to their position in the absence of the event giving rise to payment under this section of cover.

### 3 Legal action

**We** will not pay **you** under section 'b' (data liability) or 'd' (cyber liability)

- where the claim is brought in a court of law outside the jurisdiction of the **United Kingdom**, and/or
- where action for damages is brought in a court within the **United Kingdom** to enforce a foreign judgement.

### 4 Geographical limits

**We** will not pay **you** for any legal liability or loss that **you** suffer that results from the conduct of **your business** outside of the **United Kingdom** other than whilst a director of **yours** or an **employee** is temporarily outside the **United Kingdom** in connection with **your business**.

### 5 Employers liability

**We** will not pay **you** where **your** legal liability arises in any way from

- bodily injury, mental injury, emotional distress, shock, sickness, disease or death (other than emotional distress arising from a **data breach**) to any **employee** that results from their employment by **you**, or
- a breach of your responsibility as an employer to any **employee** or prospective **employee**.

### 6 Dishonest and malicious acts

**We** will not pay **you** where **your** legal liability or any loss that **you suffer** results from any

- dishonest
  - fraudulent
  - criminal,
  - malicious,
  - wilful, or
  - reckless act or omission
- of any
- board director,
  - trustee,
  - governor,
  - council member,
  - committee member,
  - partner, or member of **yours**,
  - **your** in-house lawyers,
  - risk managers,
  - chief operating officers,
  - chief technology officers,
  - chief information officers,
  - chief privacy officers,
  - self-employed persons working for **you**,
  - or any other person acting in a similar capacity
- or any

- dishonest
- fraudulent
- criminal, or
- malicious

act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

- no one will be entitled to payment in respect of any legal liability and/or **costs and expenses** resulting from their dishonest, fraudulent, criminal or malicious act or omission or from condoning such an act or omission.
- **we** will deduct from any amount payable by **us**:
  - any amounts due from **you** to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
  - any amounts held by **you** and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
  - any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

## 7 Contractual liability

**We** will not pay **you** where **your** legal liability arises from any agreement **you** have entered if **your** liability is increased beyond that applicable in the absence of the agreement.

## 8 Joint ventures

If **you** are part of a joint venture or consortium **we** will only cover **you** for **your** legal liability arising from **your** own acts or omissions; **we** will not pay **you** where **your** legal liability arises from the acts or omissions of other members of the joint venture or consortium.

## 9 Circumstances known at inception

If **you** knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then **we** will not pay **you** for any legal liability or loss that you suffer that arises from those circumstances.

## 10 Retroactive date

**We** will not pay **you** where **your** legal liability arises from the carrying out of **your business** prior to the **retroactive date**.

## 11 Injury/property damage

**We** will not pay **you** where **your** legal liability arises from any claim

- for bodily injury, mental injury, emotional distress, shock, sickness, disease or death sustained by any person (other than emotional distress arising from a **data breach**), or.
- for any loss, damage or destruction of property including the loss of use of the property (other than in respect of **computer equipment**)

## 12 Insolvency/bankruptcy



**We** will not pay **you** where **your** legal liability or any loss that **you** suffer results in any way from **your** insolvency or bankruptcy, or the insolvency or bankruptcy of **your** suppliers, subcontractors or service providers.

### 13 Financial interest

**We** will not pay **you** for any claim made against **you** by

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in **your** operation, or
- any company or entity in which **you** or any director, member or partner of **yours** has a financial, executive or controlling interest.

However, **we** will pay **you** if the claim is one for payment or contribution in respect of a claim made by an independent third party against the company, person or entity making the claim against **you**.

### 14 Trading losses

**We** will not pay **you** where **your** legal liability or any loss that **you** suffer arises in any way from any

- trading losses, or
- trading liabilities, or
- any debts incurred

by any business managed by or carried on by **you**.

This exclusion shall not apply to the section of cover 5 (network interruption).

### 15 Patents

**We** will not pay **you** where **your** legal liability or any loss that **you** suffer arises in any way from any actual or alleged infringement of any patent.

### 16 Directors and officers

**We** will not pay **you** where **your** legal liability or any loss that **you** suffer arises in any way from or is in connection with the performance or non-performance by **you**, any director or member of **yours**, or any **employee**, of any duties as a director or officer of any company.

### 17 Taxation, competition, restraint of trade and anti-trust

**We** will not pay **you** where **your** legal liability or any loss that **you** suffer arises in any way from a breach of any regulation or legislation governing taxation, competition, restraint of trade or anti-trust provisions.

### 18 Electromagnetic or electrical disturbances

**We** will not pay **you** where **your** legal liability or any loss that **you** suffer arises from

- electromagnetic fields, electromagnetic radiation, electromagnetic pulses, electromagnetism, solar flares and storms, or any other type of radiation
- any alleged or actual electrical or mechanical failures and/or interruption including electrical disturbance, surge or spike.

### 19 Infrastructure failures

**We** will not pay **you** where **your** legal liability or any loss that **you** suffer arises from any failure of the provision of **your** infrastructure and utilities including the provision of gas, water, electricity, telecommunications or internet services.

## 20 Insufficient infrastructure capacity

**We** will not pay **you** where **your** legal liability or any loss that **you** suffer arises from **you** having insufficient capacity allocated, planned or created within **computer equipment** solely because the demand upon the **computer equipment** is larger than they are designed to process, unless the reason for the levels of demand is due to a **denial of service attack**.

## 21 Data extortion

**We** will not pay **you** for any loss that **you** suffer arising from **data extortion** by an **employee** or a self-employed person working for you or anyone acting in collusion with them.

## 22 Unproven or illegal software

**We** will not pay **you** where **your** legal liability or any loss that **you** suffer arises in any way from

- **your** use of programs, applications or software that have not been successfully tested in a real working environment
- **your** knowing or reckless use of illegal or unlicensed programs, applications or software.

## Conditions that apply to this section of cover

### 1 Data extortion

**You** must not disclose the existence of the cover provided in respect of **data extortion** to anyone.

**You** must advise, or allow **us** to advise the police of any **data extortion**.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured, you, your, yours** means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule.

In the event of the death, incompetency, incapacity, bankruptcy or insolvency of any natural person named as the policyholder or partner or former partner of the policyholder then it also means

- the estate, and/or

- the heirs, and/or
- the legal representatives (including anyone to whom their rights or liabilities have been legally transferred or anyone appointed to act for them)

of the person or partner concerned.

In addition, if **you** request us to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

- any director or member of **yours**, or
- any **employee**

**Cover period** means the period starting immediately following the expiry of the **time retention** and ending not later than 720 hours afterwards.

**Crisis** means a **data breach** or any event which would result in a payment under this section of cover and where in **our** opinion there is a risk to **your business** as a consequence of adverse press, publicity or media attention.

**Crisis response service** means the public relations specialist services provided by **us** or on **our** behalf.

**Cyber attack** means either

- a **hacking incident**, or
- a **denial of service attack**.

**Cyber response service** means the IT security specialist services provided by **us** or on **our** behalf.

**Data breach** means

- when used under the section of cover 'data loss', the
  - loss of, and/or
  - unlawful or unauthorised alteration of, and/or
  - inappropriate publication of, and/or
  - theft of

data kept on **your computer equipment** or held by **you** in non-electronic format

- when used elsewhere in this section of cover, the
  - loss of, and/or
  - unlawful or unauthorised alteration of, and/or
  - inappropriate publication of, and/or
  - theft of

either electronic or non-electronic data.

**Data extortion** means a demand made against **you** by someone who threatens to introduce, start or continue a **data breach** which could result in **you** suffering a financial loss if the demand is not met.

**Denial of service attack** means an unlawful or unauthorised attempt by someone, that is specifically targeted at **you** alone and not at anyone else, to overload, hinder, interrupt or suspend service to **your computer equipment**, via the internet.

**E-media incident** means

- libel, slander or defamation, or
- unintentional infringement of intellectual property rights or any unintentional act of passing off solely occasioned through
- **your** website content,
- **your** social media presence (including comments made by others for which **you** may be held legally responsible), or
- **your** other online mediums.

**Employee** means anyone (other than a director of **yours**) who was, or is or may become

- under a contract of service or apprenticeship with **you**
- under a work experience or similar scheme with **you**
- supplied to **you** or hired in or borrowed by **you**

who work for **you** in connection with **your business** and are under **your** direct control and who are normally resident in the **United Kingdom**.

**Excess** means the first amount of any claim or payment for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

**Hacking incident** means an electronic attack of a malicious or unauthorised nature, that is specifically targeted at **you** alone and not at anyone else, by someone (including an **employee**) with the intention of damaging, destroying, altering, encrypting, overloading or interfering with **your** computer systems or records.

**Limit** means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

**PCI fines** means those fines imposed against **you** due to a breach of the PCI Data Security Standard, but only as a result of a **data breach**.

**Retroactive date** means either

- the date when this section of cover was first inceptioned, or
- where equivalent cover to that provided under this section of cover has been continuously maintained immediately prior to the inception of this section of cover, then it means the date that applied to that equivalent cover.

**Time retention** means 24 hours starting from the time of **your** first discovery of a **cyber attack**.

# Claims conditions that apply to this policy as a whole (claims conditions)

## 1 Notification of claims

**You** must notify **us** in writing

- within 7 days in respect of riot **damage**
  - as soon as possible in respect of all other claims or requests for payment
- of
- any claim made against **you** or a **director or officer**
  - the receipt of any communication of an intention to make a claim against **you** or a **director or officer**
  - the discovery of any act of fraud or dishonesty by any **employee** or any reasonable cause for suspicion of fraud or dishonesty by an **employee**
  - any circumstance of which **you** or a **director or officer** shall become aware which is likely to give rise to
    - a claim against **you** or a **director or officer**, or
    - the instigation of **disqualification proceedings, investigation, environmental proceedings, tax investigation or extradition proceedings**, or
    - **you** or a **director or officer** seeking payment under this policy

**you** must give **us**

- **your** reasons for **your** anticipation of a claim, **disqualification proceedings, investigation, environmental proceedings, tax investigation or extradition proceedings, or request for payment**
- full details of dates and persons involved

In respect of section of covers

- 1 professional liability
- 3 directors and officers liability
- 4 entity defence
- 6 employment law protection
- 11 fidelity
- 12 cyber and data risks

**your** notification to **us** must be within the period of insurance shown in the policy schedule.

If **you** comply with the above then any subsequent

- claim made, or
- **disqualification proceedings, investigation, environmental proceedings, tax investigation or extradition proceedings** instigated, or
- request for payment

will be regarded as having been made, instigated or requested during the period of insurance shown in the policy schedule.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## 2 General claims handling

- **you** must give **us** the information and co-operation that **we** may reasonably request
- **you** must not do anything which might prejudice **us**
- **you** must take all reasonable steps to prevent any further claim or request for payment under this policy
- **you** must not admit liability or settle any claim or incur any **costs and expenses** without **our** written consent
- **you** must tell the police as soon as possible of any **damage** or loss involving theft or attempted theft, malicious damage or vandalism or any loss of **money**

and, in respect of the section of cover 3k (directors and officers liability – public relations crisis management), 4a (entity defence - public relations crisis management), 12a (cyber and data risks – data loss) and 12g (cyber and data risks – public relations crisis management)

- **you** must comply with **our** recommendations or the recommendations of **our** public relations specialist and/or **our** IT security specialist as directed
- take all reasonable and practicable measures to avoid or reduce costs relating to the **crisis** or **data breach**.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## 3 Business interruption

**You** must, at **your** expense,

- give **us** in writing the details of **your** request for payment within one month (or within any other further time that **we** agree to) of the expiry of the **cover period**
- give **us** **your** books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that **we** request together with (if **we** ask) a statutory declaration of the truth of the claim and anything connected with it.

If **you** fail to do this **your** claim under section of cover 8, business interruption, may not be covered or the amount **we** pay **you** may be reduced.

## 4 Fidelity losses

**You** must, at **your** own expense, give us

- full written details of **your** loss, and
- proof of the correctness of **your** claim

within three months (or whatever other period **we** may agree in writing) of

- the discovery of any act of fraud or dishonesty by an **employee**, or
- any reasonable cause for suspicion of fraud or dishonesty by an **employee**.

If **you** fail to do this **your** claim under section of cover 8 (fidelity) may not be covered or the amount **we** pay **you** may be reduced.

## 5 Medical examinations

**You** must ensure that

- the **insured person** agrees to any medical examination which **we** may require at **our** expense.
- in the event of **death** **we** are allowed, at **our** expense, to arrange a post mortem examination.

If **you** fail to do this **your** claim under section of cover 9 (money and personal assault) may not be covered or the amount **we** pay **you** may be reduced.

## 6 Defence of claims

- **we** are entitled to take over the defence or settlement of any claim in **your** name
- under cover clauses 1, professional liability, and 6, employment law protection, **you** will not be required to contest any legal proceedings unless a mutually agreed counsel advises that the proceedings should be contested.
- **you** are entitled at **your** own risk to contest any claim or legal proceedings which in **our** opinion should be compromised or settled but, if **you** choose to do this, **we** will not be liable for any loss incurred as a result of **your** refusal to compromise or settle the claim or legal proceedings.
- in respect of section of cover 3, directors and officers liability,
  - **you** or the **director or officer** have a duty to defend any claim, **disqualification proceedings, investigation, environmental proceedings, extradition proceedings or tax investigation.**
  - **we** have the right, but not the obligation, to actively associate with **you** or the **director or officer** in the settlement or handling of any claim, **disqualification proceedings, investigation, environmental proceedings, extradition proceedings or tax investigation.**
  - **you** have the right, subject to **our** written consent, to appoint any appropriately qualified legal representative to deal with any claim notified to **us** in accordance with claims condition 1.

## 7 Salvage

**We** may enter any **building** in which **damage** has occurred and deal with the salvage, however, no property may be abandoned to **us**.

## 8 Payment of indemnity limit

In respect of section of covers

- 1 professional liability,
- 2 public/products liability,
- 3 directors and officers liability,
- 4 entity defence,
- 5 employers liability,
- 6 employment law protection,
- 11 fidelity, and
- 12 cyber and data risks,

**we** are entitled at any time to pay **you** or the **director or officer**:

- the **limit** (or as much of it as remains available), or
- any lesser sum for which any claim can be settled.

If **we** do this **we** will not be under any further liability to **you** or the **director or officer** in respect of the claim.

## 9 Electronic data processing media valuation

Despite any provision relating to the basis of settlement of any request for payment under this policy, if electronic data processing media insured by this policy suffers physical **damage** that is insured by this policy then the basis of valuation will be the cost of the blank media plus the cost of copying the electronic data from back-up or from originals of a previous generation.

If the media is not repaired, replaced or restored the basis of valuation will be the cost of the blank media.

The costs will not include

- (i) research and engineering or any costs of recreating, gathering or assembling the electronic data.
- (ii) any amount relating to the value of the electronic data to **you** or any other party even if the electronic data cannot be recreated, gathered or assembled.

## 10 Loss of documents

Any payment under section of cover 1b, loss of documents, or 7g, loss of documents, must be supported by bills or accounts which will be subject to **our** approval.



# Other conditions that apply to this policy as a whole (general conditions)

## 1 Subrogation

**We** will be entitled to take over and undertake in **your** name, or in the name of the **director or officer**, all **your** rights of recovery against anyone before or after any payment under this policy.

**You** or the **director or officer** will give **us** all the assistance **we** may require to exercise those rights of recovery.

**We** agree not to exercise those rights under section of covers A (professional liability) and L (cyber and data risks) against any director or member of **yours** or any **employee** unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director, member or **employee**.

**We** agree, under all section of covers apart from

- 1 (professional liability),
- 2 (public/products liability),
- 3 (directors and officers liability),
- 5 (employers liability), and
- 6 (employment law protection),

not to exercise those rights against any company that is a subsidiary or parent company of **yours**. ('Subsidiary' or 'parent' company being defined by current legislation).

## 2 Premium payment

Despite any other conditions relating to cancellation, if payment of the premium has been arranged on a deferred basis with a premium finance company which has entered into a contractual agreement with Markel (UK) Limited to provide premium credit facilities, then it is agreed that

- if payment of any instalment to the premium finance company is overdue, Markel (UK) Limited may, in accordance with the authority granted to the premium finance company by **you** under the terms of the Credit Agreement, accept cancellation instructions from the premium finance company and will allow a return pro-rata premium to the premium finance company provided there have been no claims or circumstances known or reported to **us** during the period of insurance shown in the policy schedule
- all premiums due or returned will be processed by the premium finance company in accordance with the Credit Agreement.

## 3 Notice

Any notice under this policy will be regarded as given

- to **us** if sent by first class prepaid post to Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds, LS11 5AS
- to **you** or the **director or officer** if sent by post to **your** last known address.

## 4 Multiple insureds

**Our** liability under each section of cover is as shown in the section of cover. **Our** liability shall not varied or regarded as varied because of the number or type of **insureds** or claims under the section of cover.

## 5 Non-aggregation

If payment is available under more than one section of cover the total amount payable under any one section of cover will be reduced by any amount payable under any other section of cover.

## 6 Breach of terms not relevant to the actual loss

If **you** or the **director or officer** fail to comply with a term (express or implied) of this policy (other than a term that defines the risk as a whole) and compliance with the term would tend to reduce the risk of a loss, either

- of a particular kind, and/or
- at a particular location, and/or
- at a particular time

**we** cannot rely on the breach of the term to exclude, limit or discharge **our** liability under this policy if **you** or the **director or officer** show that the failure to comply with the term could not have increased the risk of loss which actually occurred in the circumstances in which it occurred.

## 7 Breach of the duty of fair presentation

### (a) breach of duty prior to entering into the contract of insurance

If **you** or the **director or officer** breach the duty of fair presentation prior to entering into this insurance contract, the remedies available to **us** are:

- if the breach of the duty of fair presentation is deliberate or reckless:
  - **we** may avoid this policy and refuse all requests for payment, and
  - **we** need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, **our** remedy will depend upon what **we** would have done if **you** or the **director or officer** had complied with the duty of fair presentation
  - if **we** would not have entered into the contract of insurance at all **we** may avoid this policy and refuse all requests for payment and will return the premium paid
  - if **we** would have entered into the contract of insurance but on different terms (other than terms relating to the premium), this policy will be treated as if it had been entered into on those different terms from the outset
  - in addition, if **we** would have entered into the contract but would have charged a higher premium **we** may proportionately reduce the amount to be paid under this policy and, if applicable, any amount already paid in the same proportion as the premium **we** would have charged bears to the premium actually charged

### (b) breach of duty prior to entering into a variation of this contract of insurance

If **you** or the **director or officer** breach the duty of fair presentation prior to entering into a variation of this insurance contract, the remedies available to **us** are:

- if the breach of the duty of fair presentation is deliberate or reckless:
  - **we** may treat this policy as having been terminated from the time when the variation was concluded, and
  - **we** need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, **our** remedy will depend upon what **we** would have done if **you** or the **director or officer** had complied with the duty of fair presentation
  - if **we** would not have agreed to the variation at all **we** may treat the contract as if the variation was never made and will return any extra premium paid

- if **we** would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms from the outset

in addition, if either

- **we** would have increased the premium by more than **we** did or at all, or
- **we** would not have reduced the premium as much as **we** did or at all, then

**we** may proportionally reduce the amount to be paid under this policy arising out of events after the variation.

## 8 Calibration procedures and maintenance

**You** must ensure that all equipment utilised for the purpose of **your business** and/or **professional services** is calibrated and/or maintained in accordance with the manufacturer's recommendations.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

This condition does not apply to section of cover 5 (employers liability).

## 9 Maintenance of rights and remedies

**You** must maintain all **your** rights and remedies against all service providers, designers, consultants or contractors that **you** engage.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

# What is not covered (general exclusions)

## 1 Fines and penalties

**We** will not pay **you** or the **director or officer** for any

- fine or penalty
- non-compensatory damages.

This exclusion does not apply to

- section of cover 12h (cyber and data risks – regulatory investigations/fines), or
- (in respect of non-compensatory damages), section of cover 3 (directors and officers liability)

## 2 Radioactive contaminations and sonic bangs etc

**We** will not pay **you** or the **director or officer** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

## 3 War risks and terrorism

**We** will not pay **you** or the **director or officer** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- Contamination due to Terrorism

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you** and/or the **director or officer**.

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

This exclusion does not apply to the first £5,000,000 of any claim or series of claims arising from the same original cause under section of cover 5 (employers liability)

This exclusion does not apply to section of cover 12 (cyber and data risks) in the context of a **hacking incident** or **computer virus** initiated for the sole purpose of exacting malice against **you** or commercial gain from **you**.

## 4 Confiscation etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority, and
- under section of cover 12 (cyber and data risks), access by any government, public, local or customs authority or any order by the authority to take down, deactivate or block access to **your computer equipment**.

This exclusion does not apply to section of covers 1 (professional liability), 3 (director and officers liability) or 6 (employment law protection)

## 5 Electronic data

**We** will not pay **you** against loss, destruction, damage, distortion, erasure, corruption or alteration of **electronic data** from any cause (including **computer virus**) or any resulting loss of use, reduction in functionality, cost, or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption or alteration.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion.

This exclusion does not apply to section of covers 1 (professional liability), 3 (director and officers liability), 6 (employment law protection) or 12 (cyber and data risks).

## 6 Mould

**We** will not pay **you** or the **director or officer** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from **mould** or a **mould event**.

SPECIMEN

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