

# Insurance policy

## Accountants Professional Combined

### Insurance cover provided

Professional Liability  
Public/Products Liability  
Directors and Officers Liability  
Entity Defence  
Employers Liability  
Employment law protection  
Property Damage  
Business interruption  
Money and personal assault  
Damage to portable property  
Cyber and data risks

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



# Policyholder services

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

## Cyber risks helpline

Markel cyber risks policyholders can access our helpline, provided by Markel Law LLP, 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 Markel Law 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 through our appointed 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, cyber and entity defence.

For further information, please visit [www.markelinternational.com/policyholderservices](http://www.markelinternational.com/policyholderservices)

# Welcome

Welcome and thank you for choosing to buy your accountants 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. You will find these in each section of cover.

## Conditions

Your policy is subject to certain conditions that apply. You will find these in the relevant section of cover that they apply to.

## 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
    - emailing 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.

If you want to discuss a claim under your policy phone our claims team on 0345 335 2227.

## 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 the directors and officers liability section of cover, 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 7 (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 the directors and officers liability section of cover) at any time by writing to your broker.

We can cancel this insurance (other than the directors and officers liability section of cover) 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

or to:

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 3AZ.

## Data protection

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). We collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insureds' details such as their name and address (and may include more sensitive details such as information about their health and criminal convictions).

We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our full Markel privacy notice, a copy of which is available online at <http://www.markelinternational.com/foot/privacy-policy/> or on request.

## Information notices

To enable us to use individual insureds' details in accordance with current data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured our short form information notice set out in our proposal forms or risk profiles on or before the date that the individual becomes an individual insured under your

insurance cover or, if earlier, the date that you first provide information about the individual to us.

### Minimisation and notification

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify us if an individual insured contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

### 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.

### Brexit

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 the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom.

### 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, 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 conditions that apply to this policy as a whole', then they shall 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
- electronic data processing device, equipment or system

and includes any

- hardware
- software program instruction
- data
- 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
- 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.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

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, 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 amendment or re-enactment of that act.

War means

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

# 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 the

- professional liability
- directors and officers liability
- entity defence
- employment law protection
- cyber and data risks

sections of cover, 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 subsection k (public relations crisis management) of the directors and officers liability section of cover, subsection a (public relations crisis management) of the entity defence section of cover, subsection a (data loss) and subsection h (public relations crisis management) of the cyber and data risks section of cover

- 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 the business interruption section of cover may not be covered or the amount we pay you may be reduced.

## 4 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 the money and personal assault section of cover may not be covered or the amount we pay you may be reduced.

## 5 Defence of claims

- We are entitled to take over the defence or settlement of any claim in your name
- Under the professional liability section of cover and the employment law protection section of cover, 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 the directors and officers liability section of cover,
  - o you or the director or officer have a duty to defend any claim, disqualification proceedings, investigation, environmental proceedings, tax investigation or extradition proceedings.
  - o 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, tax investigation or extradition proceedings.
  - o 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 (notification of claims).

## 6 Salvage

We may enter any building in which damage has occurred and deal with the salvage, however, no property may be abandoned to us.

## 7 Payment of indemnity limit

In respect of the

- professional liability
- public/products liability
- directors and officers liability
- entity defence
- employers liability
- employment law protection, and
- cyber and data risks

sections of covers, 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.

## 8 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

- research and engineering or any costs of recreating, gathering or assembling the electronic data.
- 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.

## 9 Loss of documents

Any payment under subsection b (loss of documents) of the professional liability section of cover and subsection g (loss of documents) of the property damage section of cover, 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 the professional liability and the cyber and data risks sections of cover 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

- the professional liability section of cover
- the public/products liability section of cover
- the directors and officers liability section of cover
- the employers liability section of cover, and
- the employment law protection section of cover

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 be 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 the employers liability section of cover.

## 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.

# Professional liability

## What is covered

### a Civil liability

We will pay you for your legal liability for damages and costs awarded against you and/or any monetary awards made against you by the ombudsman, 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.

### 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 in respect of each claim or series of claims arising from the same original cause. However,

- the excess does not apply if your legal liability arises from libel, slander or defamation
- the excess does not apply to your costs and expenses
- during the period of insurance shown in the policy schedule the total amount you will be responsible for will not exceed the amount permitted by the rules or regulations governing professional indemnity insurance by the Institute of Chartered Accountants in England and Wales or the equivalent body in Scotland or Ireland (as applicable)

### 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 the property damage section of cover.
- 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 program, 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.

### d Loss of money or goods

We will pay you for the 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 a director, partner, employee or principal of yours.

### 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.

We will not pay you for

- any mysterious disappearance, or
- unexplained shortage or shortages.

### e Discovery period

If we refuse to renew this section of cover (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 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

### 2 Radioactive contaminations and sonic bangs 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

- 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 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.

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

### 4 Mould

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 mould or a mould event.

## 5 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.

## 6 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 judgment.

## 7 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.

## 8 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.

## 9 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.

#### 10 Penalties or liquidated damages

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.

#### 11 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.

#### 12 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.

#### 13 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.

#### 14 Pollution

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

#### 15 Territorial limits

We will not pay you where your legal liability arises in any way from the carrying out of your professional services from any office in the United States of America or Canada.

#### 16 Insolvency or bankruptcy

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

#### 17 Financial services

We will not pay you where your legal liability arises in any activity excluded from the definition of "Investment Business" as issued by the Institute of Chartered Accountants in England and Wales or the equivalent body in Scotland or Ireland (as applicable) in their latest "Investment Business Regulations" which are:

- buying, selling investments or offering or agreeing to do so if that purchase or sale or offer or agreement is made in the course of making a market in the relevant investment;

- buying, selling, subscribing for or underwriting investments or offering or agreeing to do so for your account provided that this exclusion is not to apply to any transaction, offer or agreement which:
  - is entered into with a counter-party to whom you do not provide services in connection with the conduct of your professional services carried on by you or on your behalf, and
  - is effected through a person authorised pursuant to the Financial Services Act 1986 or any amendment or re-enactment thereof otherwise than by virtue of a certificate issued by any of the Institutes of Chartered Accountants; or any exempted person for the purposes of the Financial Services Act 1986 or any amendment or re-enactment of the same who, in acting as that way, is acting in the course of a business in respect of which he or she is exempt.
- Buying or selling as an agent investments of the kind described in paragraphs 7, 8 or 9 of Schedule 1, Part 1 of the Financial Services Act 1986 or any amendment or re-enactment thereof provided that this exclusion is not to apply if that transaction is effected with or through a person authorised pursuant to the Financial Services Act 1986 or any amendment or re-enactment thereof otherwise by virtue of a certificate issued by any of the Institutes, or any exempted person for the purposes of the Financial Services Act 1986 or any amendment or re-enactment who, in acting in that capacity, is acting in the course of a business in respect of which he is exempt;
- acting in any way with a view to stabilising the market price of any investment; or
- establishing, operating or acting as a trustee of an authorised unit trust scheme, or a recognised collective investment scheme as are defined by the Financial Services Act 1986 or any amendment or re-enactment of the same.

## 18 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.

## 19 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.

## 20 Insurance agent

We will not pay you where your legal liability arises from any claim made against you by any insurer arising out of your activities as their agent unless the insurer has obtained a judgment in any court against you.

## 21 Investments

We will not pay you where your legal liability arises in any way from the giving of any express or implied warranty or guarantee relating to financial return or any investment or portfolio of investments.

## Conditions applicable to cover under this section of cover

### 1 Disclosure clause

You 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 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 should have notified us during a preceding period of insurance to that shown in the policy schedule of a claim and the cover to which you 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 have prejudiced the handling or settlement of any claim 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 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 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; and/or

- o 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 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 (notification of claims) or 2 (general claims handling) of this policy subject to the above.

## 2 ICA clause

If the Institute of Chartered Accountants in England and Wales (or the equivalent in Scotland or Ireland (as applicable) become subrogated to your rights under the cover provided by this section of cover arising from it making a payment to a third party from the Institute Compensation Fund (or the equivalent in Scotland or Ireland) then the relevant institute will be deemed to rank as a preferential creditor and its claim, to the extent that is permitted by law and that institute will have priority over any other party whose rights may also have become subrogated to your rights.

## 3 Arbitration

In the event of any dispute arising between you and us as to the correct interpretation of this policy, you and we agree to submit the dispute to the President of the Institute of Chartered Accountants in England and Wales (or the equivalent in Scotland or Ireland) or his nominee. The decision of the arbitrator binds you and us.

## 4 Difference in conditions

In any dispute in connection with the terms, conditions or exclusions of this policy, you and we agree that the terms, conditions and exclusions set out in the "Approved Wording" contained in the latest "Prospectus for Approved Insurers" issued by the Institute of Chartered Accountants in England and Wales (or the equivalent in Scotland or Ireland) will take precedence over any terms, conditions or exclusions contained in this policy which are less favourable to you.

## 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, or any alternate.

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

Alternate means any person who has been declared to and accepted by the Institute of Chartered Accountants in England and Wales (or the equivalent in Scotland or Ireland as applicable) in accordance with any arrangements for your continuity in order to comply with the Investment Business Regulations issued by the appropriate Institute

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

- advice given or services performed by you or on your behalf, whether or not a fee is charged (however, if a fee is charged this must be taken into account when calculating your income).
- any individual personal appointment that you hold (including any appointment as a trustee or personal representative provided that the appointment is made or accepted whilst carrying out your business). However, if you hold an appointment as a company secretary, registrar or director this only applies in relation to the performance of services.

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.

- under a contract of service with the predecessor at the time of the wrongful act.

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.

Ombudsman means any ombudsman appointed in accordance with the provisions of the Financial Services and Markets Act 2000 or any legislation amending or re-enacting the Act.

Predecessors means any person whom you have succeeded. However, this does not include any body corporate unless we have agreed in writing to its inclusion.

Product means any goods or products, 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 mean those services performed by

- you or on your behalf
- the predecessors

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 policy.

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.

Services means all services performed by you or advice you give in connection with

- tax matters
- secretarial work
- share registration
- financial advice or management
- book keeping
- management accounting
- financial investigation and reports
- the negotiation and settlement of financial claims
- company formation
- investment advice
- insurance and pension scheme advice
- computer consultancy

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

# Public/products liability

## What is covered

### a 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 United Kingdom and happening in connection with your business.

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

### 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
  - o 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
  - o 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 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
  - o 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
  - o your representation at a coroner's court or fatal accident inquiryprovided 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

- a (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 10 (property damage) 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 11 (motor vehicles or vessels) 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 8 (legal action) 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 do not provide computer services to others as part of your business 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

- section 13 of the Data Protection Act 1998, or
- any legislation amending or re-enacting the Act, or
- any legislation enacted into United Kingdom law for the transfer, storage, control or processing of information or data, for example General Data Protection Regulation

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.
- where your liability results from data processed outside of the European Union
- if you do not have a data protection accountability statement which is reviewed at least annually.

## 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 17 (products) 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 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

### 2 Radioactive contaminations and sonic bangs 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

- 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 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.

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

#### 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.

#### 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.

#### 6 Mould

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 mould or a mould event.

#### 7 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.

#### 8 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 judgment.

#### 9 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.

#### 10 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

- o the personal property of your directors, partners, visitors or employees, or
- o 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.

#### 11 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 will not apply
  - o when the vehicle is being used as a tool of trade (other than if compulsory insurance is required under road traffic legislation)
  - o to the loading or unloading of the vehicle or the delivery or collection of goods to or from the vehicle
  - o 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.

#### 12 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.

#### 13 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.

#### 14 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.

#### 15 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.

#### 16 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.

#### 17 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.

#### 18 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.

#### 19 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.

### 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.

# Directors and Officers liability

## 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 subsection of cover h (company reimbursement) below, then we will not make any payment under this subsection of cover a (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 subsection of cover 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 subsection of cover 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 subsection of cover 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 subsection of cover 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 subsection of cover 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 subsection of cover 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 subsection of cover

- a (directors and officers liability)
- c (disqualification proceedings)
- d (investigation costs)
- e (environmental proceedings)
- f (extradition proceedings)
- g (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 subsection of cover 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 subsection of cover 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 subsection of cover 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 judgment of a court of law of the United States of America.

This amount must be paid by you.

## What is not covered (exclusions)

### 1 Fines and penalties

We will not pay you or the director or officer for any fine or penalty

### 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.

### 4 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.

### 5 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

## 6 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 judgment.
- where disqualification proceedings, investigation, environmental proceedings or extradition proceedings are ordered or commissioned outside that jurisdiction.

## 7 Employment disputes

If

- you are an unincorporated body, or
- if the employment law protection section of cover 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.

## 8 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 judgment 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.

## 9 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.

## 10 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.

#### 11 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 subsection 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.

#### 12 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 the employment law protection section of cover 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.

#### 13 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.

#### 14 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.

#### 15 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.

## 16 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.

## 17 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:

## 18 '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 judgment 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.

## 19 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 or 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 (notification of claims) or 2 (general claims handling) 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 affected.

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 an 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

- 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

- wrongful acts covered under subsection of cover a (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

SPECIMEN

# Entity defence

## 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.

### 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 the employment law protection section of cover 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, for example General Data Protection Regulation) in connection with your business.

We will not pay you under this section of cover for costs and expenses if the breach or alleged breach involves data processed outside the European Union.

We will only pay you under this section of cover if you have a data protection accountability statement which is reviewed at least annually.

#### 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 subsection of cover c (investigations) we will not pay the excess. This amount must be paid by you.

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

## 1 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

## 2 Radioactive contaminations and sonic bangs 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

- 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 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.

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

## 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

## 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.

#### 6 Mould

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 mould or a mould event.

#### 7 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.

#### 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 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.

#### 9 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.

#### 10 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.

#### 11 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.

#### 12 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 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.

### 13 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 judgment.

## 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.

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 £1,000.

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.

# Employers liability

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
  - o 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
  - o 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 subsection of cover 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 judgment 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 judgment.

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 judgment was obtained in a court within the jurisdiction of the United Kingdom
- the employee or their personal representative assigns the judgment 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 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

### 2 Radioactive contaminations and sonic bangs 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

- 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 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.

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 this section of cover (employers liability)

### 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.

### 5 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.

## 6 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 the section 'words with special meanings that apply 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.

# Employment law protection

## 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 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

### 2 Radioactive contaminations and sonic bangs 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

- 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 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.

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

### 4 Mould

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 mould or a mould event.

## 5 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.

## 6 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 judgment.

## 7 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 judgment or final ruling.

## 8 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.

## 9 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.

## 10 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.

## 11 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.

## 12 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.

### 13 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.

### 14 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.

### 15 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.

### 16 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 aboveeither £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.

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

Retaliatory 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

# Property damage

## 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-invalidation

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 and/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 £5,000.

**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 costs, 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 £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.

#### **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 28 (unexplained shortages) 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 program, 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

Despite exclusion 5 (electronic data) and 11 (mechanical or electrical breakdown) of this section of cover, 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 15 (theft) 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 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

## 2 Radioactive contaminations and sonic bangs 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

- 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 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.

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

## 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.

## 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.

#### 6 Mould

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 mould or a mould event.

#### 7 Other insurance

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

#### 8 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

#### 9 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.

#### 10 Fraud or dishonesty of employees

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

#### 11 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.

#### 12 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

#### 13 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.

#### 14 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.

#### 15 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 will 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.

#### 16 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.

#### 17 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.

#### 18 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.

#### 19 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.

## 20 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

## 21 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.

## 22 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.

## 23 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.

## 24 Land, roads, pavements etc

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

## 25 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.

## 26 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).

## 27 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.

## 28 Unexplained shortages

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

## 29 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.

## 30 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.

## 31 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.

## 32 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.

### 33 Communicable Disease

We will not pay you for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or damage in any way caused by or resulting from

- an infectious or contagious disease
- any fear or threat of an infectious or contagious disease regardless of whether this is actual or perceived
- any action taken to minimise or prevent an infectious or contagious disease

### 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 the damage to portable property section of cover 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 other than
  - stamps
  - currency
  - coins
  - bank notes
  - bullion
  - travellers cheques
  - 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 subsection of cover g (loss of documents)
- £250 in respect of all other damage
- £25 in respect of the theft of keys covered under subsection of cover k (replacement of locks)

Office contents means

- stationery, 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 the damage to portable property section of cover, 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 stationery 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.

SPECIMEN

# Business interruption

## What is covered

If any of the following events occur during the period of insurance shown in the policy schedule:

### Damage at the premises

- accidental loss, damage or destruction, at the premises, to property that is used by you for the purpose of your business

### Denial of access

- 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

### Damage at supplier's premises

- accidental loss, damage or destruction to any property at your suppliers' premises that are within the United Kingdom

### Failure of utility supply

- accidental failure of your supply of electricity, gas, water or telecommunication services

### Closure or restrictions of premises by the Local Authority, Government or Police

- closure or restriction in the use of the premises due to the order or advice of the competent local authority, government or police as a result of the following occurrences at the premises:
  - o legionella
  - o food poisoning
  - o defective drains or other sanitary arrangements
  - o vermin or pests
  - o bomb scare

However, we will not pay you for

- o any loss arising from any cause within your control
- o any costs incurred in the cleaning, repair, replacement, recall or checking of the premises

### Murder or suicide

- murder or suicide at the premises

and as a result the business carried on by you at the premises is interrupted or interfered with then we will pay you

### Loss of revenue

- the resulting reduction in revenue and/or increase in cost of working

### Additional cost of working

- the resulting additional cost of working

### Flexible first loss

- any combination of the resulting
  - reduction in revenue, and/or increase in cost of working
  - 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 policy schedule, we will not pay you.

- we will only pay you any combination of the reduction in revenue and/or increase in cost of working and/or additional cost of working if a sum insured for this is shown under 'flexible first loss' in the policy schedule and only in respect of the premises shown against the sum insured.

If no sum insured is shown under 'flexible first loss' in the policy 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 the property damage section of cover of this policy or would have done so but for the excess under that section of cover, or
- 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 the property damage section of cover.

### 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 total 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 total during the period of insurance shown in the policy schedule following a closure or restriction by the local authority is £25,000
- The most we will pay in total 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 (business interruption) 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 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

### 2 Radioactive contaminations and sonic bangs 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

- 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 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.

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

### 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.

### 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.

## 6 Mould

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 mould or a mould event.

## 7 Other insurance

We will not pay you more than our proportionate share if your loss is covered under any other insurance.

## 8 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.

## 9 Communicable Disease

We will not pay you for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or damage in any way caused by or resulting from

- an infectious or contagious disease
- any fear or threat of an infectious or contagious disease regardless of whether this is actual or perceived
- any action taken to minimise or prevent an infectious or contagious disease

## 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

- 3 months in respect of a closure or restriction by the local authority, government or police, or the maximum cover period shown in the policy schedule whichever is the least
- the maximum cover period shown in the policy schedule in respect of all other insured events

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
- closure or restriction in the use of the premises due to the order or advice of the competent local authority, government or police as a result of the following occurrences at the premises
  - legionella
  - food poisoning

- defective drains or other sanitary arrangements
- vermin or pests
- bomb scare
- murder or suicide at the premises

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
- the date of closure or restrictions of the premises were applied
- the date of discovery of murder or suicide.

SPECIMEN

# Money and personal assault

## 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 death	£10,000
in respect of loss of limbs	£10,000
in respect of loss of sight or speech or hearing	£10,000
in respect of permanent total disablement	£10,000
in respect of temporary total disablement	£ 100 for each week of disablement
in respect of loss of, or damage to, clothing and personal effects belonging to an insured person.	The amount of the loss or damage up to a maximum of £500
Medical expenses	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 disablementthe 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 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

### 2 Radioactive contaminations and sonic bangs 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

- 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 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.

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

### 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.



## 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.

## 6 Mould

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 mould or a mould event.

## 7 Other insurance

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

## 8 Gaming machines

We will not pay you for loss of money in gaming, amusement, change giving or vending machines.

## 9 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.

## 10 Shortages

We will not pay you for shortages due to mysterious disappearance, unexplained shortages, accounting or clerical error or omissions.

## 11 Unattended motor vehicle

We will not pay you for loss of money from unattended motor vehicles.

## 12 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.

## 13 Falsification of accounts

We will not pay you for loss due to falsification of accounts.

## 14 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.

## 15 Unregistered post

We will not pay you for loss of money in transit sent in unregistered post.

## 16 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.

## 17 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.

SPECIMEN

# Damage to portable property

## 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 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

### 2 Radioactive contaminations and sonic bangs 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

- 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 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.

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

### 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.

### 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.

### 6 Mould

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 mould or a mould event.

### 7 Other insurance

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

### 8 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

#### 9 Unexplained Shortages

We will not pay you for damage caused by or consisting of unexplained disappearance or inventory shortage

#### 10 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.

#### 11 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.

#### 12 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.

#### 13 Communicable Disease

We will not pay you for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or damage in any way caused by or resulting from

- an infectious or contagious disease

- any fear or threat of an infectious or contagious disease regardless of whether this is actual or perceived
- any action taken to minimise or prevent an infectious or contagious disease

## 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.



# Cyber and data risks

## 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 subsection of cover b (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.

We will not pay you where the interruption or interference to your business arises from or involves in any way a self-replicating or non-targeted computer virus or hacking incident.

#### f Cyber Crime

We will pay you

- the theft of your money or fund, and/or
- the cost of unintended or unauthorised call or bandwidth charges to your telephone systems directly resulting from a cyber attack on your computers

However, we will not pay you where the theft of your money or funds

- arises from the fraudulent representation of you by one of your clients or customers
- is the result of a cyber attack against your customers or suppliers.

#### g 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.

#### **h 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 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

#### **i Regulatory investigations/fines**

Despite exclusion 1 (fines and penalties) and exclusion 12 (contractual liability), 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. Examples of investigations or proceedings are those brought under the Data Protection Act 1988 and/or the General Data Protection Regulation (GDPR).
- 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 subsection of cover 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

subsection of cover 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 subsection of cover f (cyber crime) 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 subsection of cover h (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 subsection of cover i (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, data extortion, loss of money or funds and/or cost of unintended or unauthorized call or bandwidth charges under subsections of cover a (data loss), b (data liability), c (cyber loss), d (cyber liability) and f (cyber crime).

Under the subsection 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 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages

### 2 Radioactive contaminations and sonic bangs 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

- 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 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.

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 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
- 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.

#### 5 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.

#### 6 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.

#### 7 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.

#### 8 Legal action

We will not pay you under subsection of cover b (data liability) or subsection of cover 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 judgment.

#### 9 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.

## 10 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.

## 11 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:
  - o any amounts due from you to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
  - o any amounts held by you and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
  - o any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

## 12 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.

## 13 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.

## 14 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.

## 15 Retroactive date

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

## 16 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)

#### 17 **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.

#### 18 **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.

#### 19 **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 subsection of cover e (network interruption).

#### 20 **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.

#### 21 **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.

#### 22 **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.

#### 23 **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.

## 24 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.

## 25 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.

## 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 subsection of cover a (data loss), the
  - loss of, and/or
  - unlawful or unauthorised alteration of, and/or
  - inappropriate publication of, and/or
  - theft ofdata 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 ofeither 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, 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.