



PROFESSIONAL INDEMNITY AND LIABILITY INSURANCE Policy

Education Consultants

james hallam

Insurance Brokers

Additional Benefits

Choosing an RSA Policy means that you also benefit from a number of additional services that we provide free of charge. Our advice-lines will put you in touch with highly qualified experts who can offer information and assistance on a number of issues. Better still you can use any of these advice-lines completely free and there is no limit to the number of times you can call.

A Legal Assistance

A 24 hour service that gives you access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

B Health & Safety

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

C Tax Advice

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

D Stress Counselling

Stress affects most principals or business owners at some point in their working lives. Our stress counselling service will help you deal with stress at work by addressing minor problems before they become major crises. Confidentiality is of the utmost importance, and our counsellors are qualified and experienced in assessing problems quickly so they can provide immediate therapy. This service is restricted to Policyholder firms with up to 10 principals, Partners, Directors or Members.

The advice-line number is 0345 078 3863

Please quote reference: 72741

Advice lines are intended for business use only and are a service provided to sole practitioners, Directors, Partners and Members of the Policyholder. Employees do not qualify to use this service.

This page should be read in conjunction with the rest of your Policy documents.

Guidance when making a claim

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements contained in the policy.

Directions for claim notification are included in the Claims Conditions. Please be aware that claims and circumstances that might reasonably be expected to produce a claim against you must be notified to us as soon as reasonably possible. Further guidance is contained in the policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your telephone number
- Policy number
- The date when you became aware of the claim or circumstances
- The cause of the claim
- Details of the claim together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the claim.

This information will enable us to make an initial evaluation of the claim. We may, however, need to request additional information.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Initially a notification of any claim, or any circumstances which might reasonably be expected to produce a claim, should be sent to:

Email: profin.claims@uk.rsagroup.com

Tel: 01403 232 308

For your protection, telephone calls may be recorded or monitored.

This Policy is a contract between the Policyholder and the Company

This Policy the Schedule (including any issued in substitution) and any Endorsements should be read as if they are one document

The Company's acceptance of this risk is based on the information presented to the Company being a fair presentation of the Policyholder's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Policyholder to seek insurance

Any reference to the singular will include the plural or vice versa

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto

Any heading in this Policy is for ease of reference only and does not affect its interpretation

The Company will provide the insurance described in this Policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and the Company shall agree to accept the premium

A handwritten signature in black ink, appearing to read "Scott Egan".

Scott Egan
Chief Executive Officer, RSA UK & International

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Section 1 Professional Indemnity Insurance

This Section covers claims first made against the policyholder (and, in relation to insurance clause 3, loss or damage occurring) and notified to the company during the period of insurance.

Definitions

For the purposes of Professional Indemnity Insurance

- 1 Agency Worker** means
any person supplied as defined under the Agency Workers Regulations 2010 and The Agency Workers (Amendment) Regulations 2019
- 2 Asbestos Risks** means
 - A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
 - B) the release of Asbestos Dust
 - C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials
- 3 Asbestos** means
crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
- 4 Asbestos Dust** means
fibres or particles of Asbestos
- 5 Asbestos Containing Materials** means
any material containing Asbestos or Asbestos Dust
- 6 Bodily Injury** means
death disease illness or bodily or mental injury
- 7 Claim** means
 - A) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
 - B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
 - C) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Policyholder or
 - D) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules
- 8 Company** means
Royal & Sun Alliance Insurance plc (No 93792) St Mark's Court Chart Way Horsham West Sussex RH12 1XL
- 9 Defence Costs** means
all costs and expenses (other than costs incurred in connection with Claims Condition 8B) Dishonesty and Fraud) which are incurred by the Company or by the Policyholder with the Company's written consent in connection with the defence investigation or settlement of any Claim made against the Policyholder and notified under this Policy and in connection with any circumstances which might give rise to a Claim

The Company shall not unreasonably withhold its consent to the incurring of Defence Costs
- 10 Documents** means
all
 - A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
 - B) computer systems records
the property of the Policyholder or for which the Policyholder is responsible
- 11 Employee** means
 - A) any person including any trainee or consultant under a contract of service with the Policyholder or the Predecessors
 - B) any Agency Worker
at the time of any conduct giving rise to a Claim against the Policyholder or at the time of any other occurrence which may be the subject of indemnity under this Policy
- 12 Endorsement** means
an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule
- 13 Member** means
a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000
- 14 Microchip** means
a unit of packaged computer circuitry manufactured in small-scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers

15 North America means

the United States of America and Canada and in each case its territories and possessions and any state or political subdivision thereof

16 North American Claim means

each and every Claim brought against the Policyholder in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political subdivision in North America should apply

17 Policy means

collectively the Terms and Conditions of this policy wording the Schedule (including any issued in substitution) and any Endorsements attaching thereto

18 The Policyholder means

the Policyholder as named in the Schedule Each of the following parties will in addition be deemed the Policyholder in respect of Claims arising out of the conduct of the Professional Business carried on by or on behalf of the Policyholder as named in the Schedule provided that each shall be subject to the terms of this Policy to the extent such terms can apply

- A) any partner director or Member or former partner director or Member of the Policyholder or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such partner director or Member or former partner director or Member
- B) at the Policyholder's request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such Employee

19 Policyholder's Contribution means

the amount for which the Policyholder is responsible under Insurance Clause 1 (Civil Liability) of this Policy in respect of any one Claim

The Policyholder's Contribution shall not apply to Insurance Clause 2 (Defence Costs)

All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

20 Predecessors means

any person practice or other firm to which the Policyholder has succeeded

21 Professional Business means

professional services undertaken by or on behalf of the Policyholder or the Predecessors in connection with the Business defined in the Schedule

22 Statement of Fact means

the document setting out information provided by the Policyholder and their representative as being relevant to the cover that has been applied for

It also includes assumptions the Company has made about factual circumstances relevant to the cover and which are confirmed by the Policyholder as true and correct

23 System includes

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

24 Terrorism means

an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government whether legally established or not

25 Virus means

programming code or series of instructions designed to achieve an unexpected unauthorised or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

26 War Risks means

war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Insurance Clauses

1 Civil Liability

The Company will indemnify the Policyholder up to the Limit of Indemnity specified in the Schedule in respect of Claims first made against the Policyholder during the Period of Insurance and notified to the Company in accordance with the Claims Conditions in respect of civil liability incurred in connection with the conduct of Professional Business including liability incurred

- A) for claimant's costs and expenses
- B) as a result of any decision by an adjudicator appointed to resolve a dispute in accordance with the Statutory Scheme for Construction Contracts or an adjudication clause or rules contained in a contract
- C) as a result of any award by an arbitrator or tribunal of arbitrators
- D) as a result of any decision or award by an ombudsman under any ombudsman scheme in which the Policyholder participates

2 Defence Costs

The Company will in addition pay Defence Costs incurred by the Company or by the Policyholder with the Company's written consent in connection with any Claim under Insurance Clause 1 (Civil Liability)

Provided that the Company's liability for Defence Costs in relation to any Claim disposed of for an amount which exceeds the available Limit of Indemnity shall be limited to the proportion that the available Limit of Indemnity bears to the amount payable to dispose of such Claim

3 Loss of or Damage to Documents

The Company will in the event of loss of or damage to Documents occurring in the conduct of the Professional Business and advised to the Company during the Period of Insurance indemnify the Policyholder in respect of all costs and expenses reasonably incurred by the Policyholder in replacing or restoring Documents up to a maximum of £250,000 during the Period of Insurance

Provided that

- A) such loss or damage is sustained while the Documents are either in transit or in the custody of the Policyholder or of any person to whom the Policyholder has entrusted them
- B) where the Documents are in electronic format the Policyholder can demonstrate to the reasonable satisfaction of the Company that the Policyholder had in place sufficient and proper procedures for the security and the daily back-up of Documents
- C) the Company shall not be liable for loss of or damage to Documents arising directly or indirectly from
 - 1) the transmission or impact of any Virus
 - 2) unauthorised access to a System

4 Compensation for Court Attendance

In the event of

- A) the legal advisers acting on behalf of the Policyholder with the consent of the Company requiring any principal partner Member director or Employee of the Policyholder to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or
- B) the Company requesting the attendance of any principal partner Member director or Employee as an interested party at any mediation

in connection with a Claim made against the Policyholder and notified under this Policy the Company will provide compensation to the Policyholder at the following rates for each day on which attendance is required

- A) Any principal partner Member or director of the Policyholder £500
- B) Any Employee £250

Limits of Indemnity

- 1 The liability of the Company shall not exceed the Limit of Indemnity specified in the Schedule
- 2 Where the Company is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Policy shall not exceed the Limit of Indemnity
- 3 All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

Exclusions

The Company shall not be liable in respect of

1 Adjudication and Arbitration

any Claim arising out of or related to any

- A) decision made against the Policyholder by an adjudicator who was not independent of the parties to the dispute
- B) adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the Policyholder than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996
- C) arbitration award made in respect of any Claim or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland unless that seat was agreed to by the Company

2 Asbestos Risks

any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving Asbestos Risks

3 Bodily Injury to Employees

any liability arising out of Bodily Injury to an Employee arising out of and in the course of his employment for or on behalf of the Policyholder

4 Bodily Injury to Others or Damage to Property

any liability arising out of Bodily Injury to any person or loss of or damage to property unless arising out of advice design specification or omission to perform a professional duty

5 Contractual Liabilities and Guarantees

any Claim arising from any contractual agreement in respect of

- A) any express guarantee given by the Policyholder or
- B) any express contractual penalty made between the Policyholder and a third party or
- C) any acceptance by the Policyholder of liability for liquidated damages

in so far as liability assumed by the Policyholder exceeds the amount of the Policyholder's liability in the absence of such agreement

6 Controlling Interest

any Claim made against the Policyholder by

- A) any entity in which the Policyholder or any partner Member or director or any combination of partners Members or directors of the Policyholder exercises or has exercised a controlling interest
- B) any entity exercising a controlling interest over the Policyholder by virtue of their having a financial or executive interest in the operation of the Policyholder

unless such Claim emanates from an independent third party

7 Design and Construct/Supply

any Claim arising from the provision of advice design or specification where the Policyholder contracts to

- A) manufacture construct erect or install or
- B) supply materials or equipment

Provided this Exclusion shall not apply to project models or displays

8 Directors' and Officers' Liability

any Claim against any Policyholder in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee

9 Dishonesty

any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person

Furthermore no indemnity shall be given to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature

10 Employment

any Claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct

11 Fines Penalties and Punitive Damages etc.

any fines penalties punitive exemplary or aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award

12 Goods and Services

- A) any Claim arising out of the supply of any goods by or on behalf of the Policyholder or products manufactured constructed altered repaired treated sold supplied or distributed by or on behalf of the Policyholder
- B) any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Policyholder of goods or services

13 Insolvency of the Policyholder

any Claim arising out of or relating to the insolvency or bankruptcy of the Policyholder

Provided that this Exclusion shall not apply to any Claim

- A) in respect of monies held on behalf of third parties or
- B) for which the Policyholder would otherwise be indemnified by this Policy but for the insolvency or bankruptcy of the Policyholder

14 Policyholder's Contribution

the Policyholder's Contribution

15 North American Jurisdiction and Operations

- A) damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- B) the enforcement upholding or registration against the Policyholder by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- C) the operations of the Policyholder or any principal partner Member director Employee agent branch subsidiary or parent company of the Policyholder in North America

16 Nuclear

loss or destruction of or damage to any property whatsoever or any loss or expense of whatsoever nature resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

17 Pension and Benefit Schemes

any Claim arising from any plan programme or scheme providing benefits to the Policyholder or any Employees

18 Pollution

any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind

19 Previous Claims or Circumstances

- A) the consequence of any circumstance
 - 1) notified under any insurance which was in force prior to the inception of this Policy
 - 2) known to the Policyholder or which should have been known to the Policyholder at the inception of this Policy which might reasonably be expected to produce a Claim
- B) any Claim made against the Policyholder prior to the Period of Insurance

20 Retroactive Date

any claim or loss otherwise eligible for indemnity under this Policy where the cause of such Claim or loss occurred or was alleged to have occurred prior to any Retroactive Date specified in the Schedule

21 Spite or Reckless Behaviour

any Claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour

22 Trading Losses

any Claim arising out of or in connection with any trading losses or liabilities incurred by the Policyholder or any business managed by or carried on by the Policyholder

23 Transportation or Property

the ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Policyholder

24 War and Terrorism

any Claim arising directly or indirectly out of War Risks or Terrorism

General Conditions

1 Other Insurance

If at the time any claim arises under this Policy the Policyholder is or would but for the existence of this Policy be entitled to indemnity under any other policy or policies the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected

2 Choice of Law

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Company has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Policyholder is based

3 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 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

4 Cancellation of the Policyholder's Fixed Sum Loan Agreement

Where the Company has agreed to the Policyholder paying their premium by monthly instalments then in the event that there is a default in the instalments due under the payment schedule the Company reserves the right to terminate the Policy and the Policyholder will no longer be Policyholder by the Company The Company may also take further action to pursue any outstanding debt

If the Policyholder's monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 2006 then this shall be deemed to be a linked loan agreement In the event that there is a default in the instalments due under the payment schedule the Company reserve the right to also terminate that linked loan agreement

5 Financial or Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any Prohibition takes effect during the Policy period the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Company shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation

6 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

The rights and obligations applying to the Policyholder and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

Claims Conditions

1 Claims Notification

If during the Period of Insurance the Policyholder receives any Claim the Policyholder shall give written notice of such Claim to the Company as soon as reasonably possible. All Claims must be notified to the Company no later than ten working days after the expiry of the Period of Insurance.

If during the Period of Insurance the Policyholder becomes aware of any circumstance which might reasonably be expected to produce a Claim against the Policyholder the Policyholder shall give written notice of such circumstance to the Company as soon as reasonably possible irrespective of either the Policyholder's views as to whether such Claim will succeed or as to whether the amount of the Claim will exceed the Policyholder's Contribution. All circumstances must be notified to the Company prior to the expiry of the Period of Insurance. Any Claim arising from any circumstance notified to the Company in accordance with this Condition shall be deemed to have been made in the Period of Insurance.

2 Notification of Adjudications

In order for Claims to be accepted under this Policy in respect of any adjudication for which indemnity is available under Insurance Clause 1 (Civil Liability) the Policyholder must comply with the following:

- A) notify the Company within 2 working days of receipt of any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract and
- B) not serve any of the notices referred to in Claims Condition 2A) without the prior written consent of the Company unless in the Policyholder's reasonable opinion service of those notices will not give rise to a Claim against the Policyholder.

Failure to comply with this Condition will result in the claim being rejected.

3 Notification of Reviews by an Ombudsman

In order for Claims to be accepted under Insurance Clause 1D) of this Policy the Policyholder must give notice to the Company in writing within ten working days of it becoming aware that any ombudsman is or will be reviewing a case directly affecting the Policyholder.

Failure to comply with this Condition will result in the claim being rejected.

4 Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to the Company immediately on receipt. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Policyholder without the written consent of the Company.

5 Conduct of Claims

The Policyholder shall give all such assistance as the Company may require. The Company shall be entitled to take over and conduct in the name of the Policyholder the defence or settlement of any Claim or to prosecute or bring proceedings in

the name of the Policyholder for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.

6 Queen's Counsel Clause

The Policyholder shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Policyholder and the Company a similar authority) shall advise that such proceedings could be contested with the probability of success.

7 Disposal of Claims

In connection with any Claim against the Policyholder the Company may at any time pay to the Policyholder the Limit of Indemnity (after deduction of any sums already paid or which the Company is liable to pay in relation to such Claim as damages or claimant's costs and expenses) or any less amount for which such Claim can be settled and thereupon the Company shall relinquish the control of such Claim and be under no further liability in connection therewith except for Defence Costs for which the Company may be responsible under this Policy in respect of matters prior to the date of such payment.

8 Dishonesty and Fraud

In respect of any claim made in accordance with this Policy arising out of any dishonest or fraudulent act or omission:

- A) the Policyholder must immediately take all reasonable steps to prevent further loss.
- B) if the Company so requests the Policyholder shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person.
- C) any monies recovered following action as described in 8B) above will be deducted from any amount payable under this Policy.

Special Benefits

- 1 Where this Policy is a renewal of an immediately preceding Professional Indemnity insurance issued by the Company the Company will not avoid this Policy due to a breach of the Policyholder's duty of fair presentation provided that
 - A) such failure of the Policyholder's duty of fair presentation was neither deliberate or reckless
 - B) the Company may impose such terms and conditions as the Company would have imposed in the absence of such breach
 - C) where the Policyholder's breach of the duty of fair presentation was the failure to notify any circumstance known to the Policyholder or which should have been known to the Policyholder prior to the Period of Insurance which might reasonably be expected to produce a Claim Exclusion 19 A 2) (Previous Claims or Circumstances) shall not apply provided that
 - i) the Policyholder's failure to notify such circumstance was neither deliberate or reckless and
 - ii) if the indemnity or cover to which the Policyholder would have been entitled under any applicable preceding insurance was in any way more restrictive than that provided at the date of notification to the Company then indemnity or cover will be restricted to that applicable under such preceding insurance
- 2 If the Policyholder is in breach of Claims Conditions 1 (Claims Notification) or 4 (Supporting Documentation and Admissions) of this Policy then the Company shall not deny any claim but shall first apply provision C) in Special Benefit 1 (to the extent applicable) and then where such breach has prejudiced the handling or settlement of any claim reduce the amount payable in respect of such claim (including Defence Costs) to such sum as would have been payable by the Company in relation to that claim in the absence of such prejudice

Renewal and cancellation

Shortly before each Policy anniversary the Company will tell the Policyholder the premium and terms and conditions that will apply for the following year or the Company may request the Policyholder to complete a renewal declaration form. If the Policyholder wants to change or cancel the cover they must tell the Company before the renewal date.

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Policyholder.

Renewal will not be invited unless a satisfactory declaration is received by the Company when requested prior to expiry of the Period of Insurance. Failure to submit a renewal declaration form prior to expiry of the Period of Insurance will cause the Policy to be lapsed from the expiry date.

If the Policyholder pays by direct debit and the Company does not request a renewal declaration form the Company will renew the Policy and continue to collect payments unless told before the renewal date that the Policy is to be cancelled. If the Policyholder pays by any other method they must submit a further payment if they wish to renew the Policy.

Liability Insurance

General Conditions/Claims Conditions

1 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to the Policyholder and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

2 Observance

It is a requirement of the Company that the following conditions apply to all sections of the Policy except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees

Failure to comply with Conditions **3** and **4** will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

3 Reasonable Precautions

The Policyholder at his own expense shall

- A) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition
- B) as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require

4 Action by the Policyholder

The Policyholder at his own expense shall without undue delay give to the Company notice with full particulars of any claim or circumstances which may give rise to a claim regardless of the Policyholder's Contribution

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt

Written notice shall also be given without undue delay by the Policyholder to the Company immediately the Policyholder shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Policyholder without the written consent of the Company which shall be entitled to take over the absolute control and conduct in the name of the Policyholder the negotiation proceeding defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Policyholder shall give all such assistance as the Company may reasonably require

5 Adjustment

If any part of the Premium or Renewal Premium is based on estimates provided by the Policyholder the Policyholder shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record

The Policyholder shall within one month after the expiry of each Period of Insurance provide such information as the Company may require The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the Policyholder

6 Contribution

Other than in respect of Extension 4 to Section 2 if at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected

Where a claim includes the defence of criminal proceedings brought or in an appeal against conviction the Company will not pay the costs and expenses where cover is provided by any other insurance or where but for the existence of this policy cover would have been provided by such insurance

7 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Company has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Policyholder is based

8 Non Payment – Consumer Credit Termination

The Company reserves the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement or payment schedule

9 Economic Financial or Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition If any such Prohibition takes effect during the Period of Insurance the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Company shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding For the purposes of this Clause Prohibition shall mean any prohibition or restriction imposed by law or regulation

10 Legal Representation

Where the Company provides its consent to indemnify the Policyholder in respect of the costs of legal representation in relation to any matter which may form the subject of a claim for indemnity

- A) the Policyholder is free to choose a suitably qualified legal representative in respect of a claim for indemnity under Section 5 (Legal Defence Costs)
- B) the Company will choose an appropriate representative (be it solicitor or otherwise) to act on the Policyholder's behalf in respect of a claim for indemnity under all other Sections

The Company will provide the Policyholder with details of the nominated appropriate representative prior to the representative's instruction. In the event that the Policyholder wishes to appoint its own representative the Policyholder shall provide prior notification of its intention to do so and seek the Company's written consent

The Policyholder agrees that in respect of its proposed representative

- 1) the hourly rate (or such other fee basis as the case may be) to apply and 2) the terms and conditions of such appointment shall be subject to the Company's prior approval. In the event of a dispute regarding the amount of legal costs incurred by the Policyholder's representative the Policyholder agrees that the Company will have the option to audit any files for the purpose of assessing the costs claimed

11 Arbitration (applicable in respect of Section 4

Legal Defence Costs only)

Any dispute between the Policyholder and the Company in respect of Section 5 (Legal Defence Costs) may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties

Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society Bar Council or professional body within Great Britain Northern Ireland the Channel Islands or the Isle of Man

The party against whom the decision is made shall meet all the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in the Company's

favour the Policyholder's costs shall not be recoverable under this Policy

Definitions

1 Advertising Injury

Advertising Injury shall mean

- A) oral or written publication of material in any manner that slanders libels or defames a person's or organisation's goods products or services
- B) oral or written publication of material in any manner that infringes a person's legal right to privacy
- C) the use of another's advertising idea
- D) infringement of copyright trade dress or slogan committed in the course of advertising the Policyholder's goods products or services

2 Abuse

Abuse shall mean

- A) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- B) acts of forcing sexual activity rape or molestation or
- C) repeated or continuing contemptuous coarse or insulting words or behaviours

3 Aircraft Products

Aircraft Products shall mean aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured sold handled or distributed or services provided or recommended by the Policyholder or by others trading under their name for use in the manufacture repair operation maintenance or use of any aircraft or aerial device

4 Airside

Airside shall mean that part of any airport airfield or military installation provided for

- A) the take-off or landing of aircraft or the movement of aircraft on the ground
- B) aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars

5 Asbestos

Asbestos shall include crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

6 Asbestos Containing Materials

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

7 Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

8 Business

Business shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- A) the ownership repair and maintenance of the Policyholder's own property
- B) the provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- C) fire and security services maintained solely for the protection of premises owned or occupied by the Policyholder
- D) private work undertaken by any Person Employed for any director or partner of the Policyholder or Employee with the prior consent of the Policyholder
- E) the provision of car parks
- F) the provision of sponsorship of events and sponsorship of individuals
- G) repair or servicing of vehicles other than on a commercial basis
- H) attendance at or participation in trade fairs shows and exhibitions by any director partner or Employee of the Policyholder
- I) former activities of the Policyholder as declared and agreed by the Company but in respect of Section 2 shall not include any work undertaken Offshore

9 Clean Up Costs

Clean up Costs shall mean the costs reasonably incurred by

- A) a government agency or regulatory body
- B) the Policyholder with the written consent of the Company where a government agency or regulatory body would have required remediation in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which the Policyholder is legally responsible

10 Data

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

11 Employee

Employee shall mean any individual under a contract of service or apprenticeship with the Policyholder

12 Employment-Related Practices

Employment-Related Practices shall mean any error misstatement misleading statement act omission neglect or breach of duty actually or allegedly committed or attempted by the Policyholder in connection with any actual or alleged

- A) unlawful or unfair dismissal discharge or termination of employment
- B) breach of any written or oral employment contract or quasi-employment contract
- C) employment-related misrepresentation
- D) breach of the Equality Act 2010
- E) violation or non-compliance with legislation regulating working hours

- F) failure to employ or promote
- G) demotion
- H) discipline
- I) deprivation of a career opportunity
- J) failure to grant tenure
- K) failure to adopt adequate workplace or employment policies and procedures
- L) retaliatory treatment of whistleblowers and others
- M) negligent evaluation
- N) employment-related invasion of privacy
- O) employment-related breach of data protection legislation
- P) employment-related libel slander humiliation and defamation
- Q) failure to furnish job references or accurate job references
- R) employment-related infliction of mental anguish or emotional distress

13 Event

Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

14 Failure of a System

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholder's business activities

18 Good Samaritan Acts

Good Samaritan Acts shall mean any first aid or emergency medical assistance provided by the Policyholder or by any Person Employed who is present at any emergency by chance or in response to any call for emergency assistance

19 Injury

Injury shall mean

Sections 2 and 4 (Part A)

bodily injury death disease or illness

Sections 3 and 4 (Part B)

bodily injury mental injury death disease or illness

21 Intellectual Property Rights

Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

22 Microchip

Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

23 North America

North America shall mean the United States of America or Canada or any other territory within the jurisdiction of either such country

26 Offshore

Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

27 Person Employed

Person Employed shall mean any

- A) Employee
- B) labour master and individuals supplied by him
- C) individual employed by labour only sub-contractors
- D) self employed individual (not being in partnership with the Policyholder)
- E) individual hired to or borrowed by the Policyholder
- F) individual undertaking study or work experience while under the supervision of the Policyholder
- G) person working under the Community Offender Act 1978 or similar legislation
- H) prospective employees being assessed by the Policyholder as to their suitability for employment
- I) voluntary worker helper or instructor

28 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

Sections 2 and 3

- A) the Policyholder
- B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder
- C) at the request of the Policyholder
 - 1) any principal
 - 2) any director or partner of the Policyholder
 - 3) any Person Employed
 - 4) members of the Policyholders formal accreditation standards review or equivalent professional board or committee in respect of
 - a) evaluating the professional qualifications or clinical performance of any provider of any care services or
 - b) promoting and maintaining the quality of any care or services against legal liability in respect of which the Policyholder would have been entitled to indemnity under this Policy if the claim had been made against the Policyholder

- 5) the officers committees and members of the Policyholder's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- 6) any director or partner of the Policyholder or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Policyholder each of whom shall as though the Policyholder be subject to the terms of this Policy so far as they can apply

29 Policyholder's Contribution

Policyholder's Contribution shall mean the amount or amounts specified in the Schedule which the Policyholder agrees to pay in respect of damages costs and expenses

30 Property

Property shall mean material property but shall not include Data

31 Sudden Pollution or Contamination Incident

Sudden Pollution or Contamination Incident shall mean pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in Great Britain Northern Ireland the Channel Islands or the Isle of Man during the Period of Insurance while under the direct control and supervision of the Policyholder

Provided that all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

32 System

System shall include computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

33 Terrorism

Terrorism shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

34 Vehicle

Vehicle shall mean any mechanically propelled vehicle (including any machinery or apparatus which is attached thereto)

35 Virus

Virus shall mean programming code or series of instructions designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto

THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The insurance provided by this Section is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

Section 2 Employers' Liability

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
 - A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
 - or
 - B) while temporarily outside these territories arising out of and in the course of employment by the Policyholder in the Business
- 2 in respect of
 - A) claimants costs and expenses which the Policyholder is legally liable to pay in connection with any claim
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - C)
 - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder director or partner or Employee of the Policyholder for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success where the Company has an interest in the outcome of the proceedings
 - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy incurred with the Company's prior written approval

General Provisions

Provided that in respect of any one Event

- 1 the total amount payable under this Section (including all Extensions Additional Clauses and Memoranda) shall not exceed the Limit of Indemnity
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled

The Company will then relinquish control of such claims and be under no further liability in respect thereof
- 3 the total amount payable by the Company in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under the Policy on or attributable to that one source or original cause shall not exceed the Limit of indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

Exclusions to Section 2

The indemnity will not apply to legal liability

1 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof where such legal liability is
 - 1) that of any principal
 - 2) accepted under agreement and would not have attached in the absence of such agreement

2 Road Traffic Legislation

in respect of Injury for which the Policyholder is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

3 Fines or Penalties

for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction

Extensions to Section 2

(each of which is subject otherwise to the terms of this Policy)

1 Unsatisfied Court Judgments

In the event of a judgment for damages being obtained

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Policyholder in the Business
- B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in the territories specified in B) above and
- C) remaining unsatisfied in whole or in part six months after the date of such judgment at the request of the Policyholder the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- A) there is no appeal outstanding
- B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company

2 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- A) any director or partner of the Policyholder £750
- B) any Employee £500

THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The insurance provided by this Section is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

Section 3 Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
 - A) accidental Injury of any person
 - B) accidental loss of or damage to Property
 - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Policyholder or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Policyholder having regard to the nature and circumstances of such act or omission
 - D) wrongful arrest or false imprisonment
 happening during any Period of Insurance in connection with the Business
- 2 in respect of claimants costs and expenses which the Policyholder is legally liable to pay in connection with any claim
- 3
 - A) the costs of legal representation at any coroner's inquest or inquiry in respect of any death.
 - B)
 - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder director or partner or Employee of the Policyholder for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success where the Company has an interest in the outcome of the proceedings
 - C) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy incurred with the Company's prior written approval

General Provisions

Provided that in respect of

- A) any one Event
- B) all Events happening during any Period of Insurance in respect of products supplied
- C) all Sudden Pollution or Contamination Incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere the following shall apply
 - 1) the total amount payable by the Company in respect of 1 above and all Extensions Additional Clauses and Memoranda shall not exceed the Limit of Indemnity
 - 2) the Policyholders Contribution will be payable before the Company shall be liable to make any payment
 - 3) the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled

The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment

- 4) where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- 5) the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

- 6) in respect of claims happening or where a claim is brought in North America all costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to indemnity are included within the Limit of Indemnity stated in the Schedule

Exclusions to Section 3

The indemnity will not apply to legal liability

1 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Policyholder or any Person Entitled to Indemnity of any

- A) Vehicle other than legal liability arising out of
 - i) the use of plant as a tool of trade on site
 - ii) the use of plant at the premises of the Policyholder
 - iii) the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft or hydrofoil
- E) water-borne vessel or craft other than
 - i) hand propelled or sailing craft in inland or territorial waters
 - ii) craft used for business entertainment within inland or territorial waters

2 Employers' Liability

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Policyholder in the Business

3 Property in the Policyholder's Custody or Control

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder other than

- A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- B) premises and their contents not owned by or leased or rented to the Policyholder at which the Policyholder is undertaking work in connection with the Business
- C) premises and their fixtures and fittings leased or rented to the Policyholder unless such legal liability
 - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

4 Property Worked Upon

for loss of or damage to that part of any Property upon which the Policyholder is or has been working where such loss or damage is the direct result of such work

5 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or of land or the atmosphere

- A) happening in North America or where a claim is brought in a court of law in North America
- B) happening anywhere in the world other than North America unless caused by a Sudden Pollution or Contamination Incident

6 Product Defects and Recall

- A) in respect of loss of or damage to any
 - 1) product supplied) by the Policyholder
 - 2) contract work executed) caused by any defect therein or the unsuitability thereof for its intended purpose
- B) for the costs of recall removal repair alteration replacement or reinstatement of any
 - 1) product supplied) by the Policyholder
 - 2) contract work executed) necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose

7 Professional Risks

arising from or in connection with

- A) advice
- B) design
- C) specification

provided for a fee by the Policyholder and not connected with the supply or intended supply of the Policyholder's products

8 Disposed Premises

for the costs of remedying

- A) any defect or alleged defect
- B) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials in premises disposed of by the Policyholder provided for a fee

9 Fines or Penalties

for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

10 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

11 War and Allied Risks

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

12 Fear of Asbestos

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

13 Asbestos Removal Costs

for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

14 Asbestos in North America

arising directly or indirectly caused or contributed to or occurring by the presence of Asbestos Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust happening in North America or where a claim is brought in a court of law in North America

15 Aircraft Products

arising from Aircraft Products

16 Airside

arising out of work undertaken Airside

Extensions to Section 3

(each of which is subject otherwise to the terms of this Policy)

1 Advertising Injury

The Company will indemnify the Policyholder in respect of legal liability for Advertising Injury committed during the Period of Insurance

This Extension shall not apply in respect of

- A) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this

Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission

- B) claims which arise out of circumstances notified to previous Companies or known to the Policyholder at inception of this Extension

- C) Advertising Injury where indemnity is provided by any other insurance
- D) Advertising Injury arising out of a breach of contract except an implied contract to use another's advertising idea
- E) Advertising Injury arising out of the failure of goods products or services to conform with any statement of quality or performance
- F) Advertising Injury arising out of the wrong description of the price of goods products or services
- G) Advertising Injury committed by an Policyholder whose Business is any of the following
 - a) advertising broadcasting publishing or telecasting
 - b) designing or determining the content of web-sites for others
 - c) providing an internet search access content or service provider
- H) Advertising Injury arising out of electronic bulletin boards or chatrooms that the Policyholder hosts owns or exercises control over

2 Clean Up Costs

In the event of a Sudden Pollution or Contamination Incident the Company will provide indemnity to any Person Entitled to Indemnity in respect of

- 1 Clean Up Costs arising solely under a statutory provision that operates in any part of Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 2
 - i) costs and expenses in relation to any matter which may form the subject of indemnity under this Extension incurred with the Company's prior written approval
 - ii) costs and expenses incurred with the Company's prior written approval in any appeal against any statutory notice served or to be served upon the Policyholder by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

The indemnity provided by this Extension shall not exceed the Limit of Liability and will not apply to costs (including Clean Up Costs)

- A) incurred in achieving any improvement betterment or alteration in any original property
- B) for remedial action carried out or in relation to property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder
- C) incurred in relation to the reinstatement reintroduction or provision of any living organism or natural habitat
- D) arising out of a genetically modified organism
- E) comprising of the first 10 per cent of any one Sudden Pollution or Contamination Incident subject to a minimum contribution by the Policyholder of £2,500 and a maximum contribution of £25,000

- F) arising solely from the Policyholders liability under legislation operating in any part of Great Britain Northern

Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009

- G) for incidents happening in North America or where a claim is brought in North America

Provided that

- 1) all costs covered under **1** and **2** above will form part of and not exceed the Limit of Indemnity shown in the Schedule for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere
- 2) the total amount payable under this Extension shall not exceed £250,000

3 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- | | |
|--|------|
| A) any director or partner of the Policyholder | £750 |
| B) any Employee | £500 |

4 Contingent Motor Liability

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Policyholder against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Policyholder

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the Policyholder
- C) in respect of which the Policyholder or Employee is entitled to indemnity under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- E) arising out of use of any Vehicle whilst Airside

Exclusion 2 shall not apply to this Extension

5 Cross Liabilities

If the Policyholder comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

6 Data Protection Act

The Company will provide an indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability to pay damages for damage or distress as described in United Kingdom Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing The Company will also pay claimant's costs and expenses which the Policyholder is legally liable to pay in connection with any claim incurred with the Company's prior written approval

Provided that the Policyholder has paid the appropriate fee under the Data Protection (Charges and Information) Regulations 2018 or is exempt from doing so

This Extension shall not apply in respect of

- A) the payment of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- C) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous Companies or known to the Policyholder at inception of this Extension
- E) legal liability where indemnity is provided by any other insurance or elsewhere in this Policy

7 Defective Premises Act

This Policy will include an indemnity to the Policyholder in respect of Injury or damage to Property incurred under the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975

8 Excess Motor Liability

Notwithstanding Exclusion 1 A) the Company will provide indemnity to the Policyholder against legal liability for damage to Property for any amount in excess of the amount payable under any motor insurance where liability arises out of the use by any Person Employed or Director of the Policyholder of any of the Policyholder's Vehicles

Provided that

- A) the indemnity provided shall only apply in excess of GBP 5,000,000 or the amount payable under any motor insurance whichever is the greater
- B) the indemnity provided shall in addition be subject to the same terms conditions and warranties as the underlying motor insurance
- C) the Limits of Indemnity contained in the Schedule shall be reduced by an amount equal to the indemnity recoverable by the Policyholder under the underlying motor insurance

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such Vehicle or to property within the Vehicle

- B) in respect of which the Policyholder is entitled to indemnity under any other insurance
- C) arising out of use of any Vehicle whilst Airside
- D) arising directly or indirectly out of Terrorism

9 Legionellosis

Notwithstanding Exclusion 5 the Company will provide indemnity to the Policyholder in respect of legal liability for accidental Injury caused by Legionellosis arising out of the Business

Provided that

- 1) all claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place
- 2) all costs covered under this Extension will form part of and not exceed the Limit of Indemnity shown in the Schedule for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere

10 Legionellosis run off cover

The Company will provide indemnity in respect of Injury caused by Legionellosis arising out of the Business happening prior to the inception date of this Policy

Provided that the Company shall not be liable for claims

- 1) where indemnity is provided by any other insurance
- 2) known to the Policyholder or any other Person Entitled to Indemnity prior to inception of this insurance
- 3) notified under any other policy which was in force prior to the inception of this insurance which might be reasonably expected to give rise to a claim

11 Member to Member Liability

The Company will provide indemnity to any member of the Policyholder's social sports or welfare organisations while engaged in such social sports or welfare activities

Provided that

- A) such member is not entitled to indemnity under any other policy and
- B) such member shall observe and be subject to the terms of this Policy so far as they can reasonably apply

12 Overseas Personal Liability

The Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability in respect of Injury or loss of or damage to Property incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

13 Unauthorised Movement of Vehicles

The Company will indemnify the Policyholder in respect of legal liability for Injury or loss of or damage to Property arising from or in connection with any Vehicle not the property of nor provided by the Policyholder that is causing an obstruction and interfering with the Business and is moved by any Person Employed or Director of the Policyholder

The indemnity will not apply

- A) where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- B) in respect of Injury or loss of or damage to Property caused by any Vehicle being moved whilst Airside

THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Section 4 Legal Defence Costs

Where Injury of any person or loss of or damage to Property has not occurred or where the Company ceases to have an interest in the outcome of the proceedings under any other Section Policyholder under this Policy the Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Company's prior written approval
- B) costs awarded against the Policyholder or any director partner or Person Employed in connection with
 - I) the defence of criminal proceedings brought or
 - II) in appeal against a conviction arising from such

Proceedings relating to an offence alleged to have been committed during the Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Part A and B below

Part A

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Policyholder
- 2 the Corporate Manslaughter and Corporate Homicide Act 2007

Part B

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Policyholder
- 2 Part II of the Consumer Protection Act 1987
- 3 Part II of the Food Safety Act 1990
- 4 the Corporate Manslaughter and Corporate Homicide Act 2007

General Provisions

Provided that in respect of Part **A** and **B**

- 1 the indemnity will not apply
 - A) to fines or penalties of any kind
 - B) to the costs of appeal against any improvement or prohibition notices
 - C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012
 - D) where indemnity is provided by any other insurance
 - E) to proceedings consequent upon any deliberate act or omission by
 - 1) the Policyholder
 - 2) any partner or director of the Policyholder
 - 3) any Employee with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section
 - F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment

The Company will then relinquish control of such claims and be under no further liability in respect thereof
- 3 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

Special Provision

The Company shall pass notification to an independent third party service provider with whom the Company has an agreement which shall thereafter administer claims settlement on the Company's behalf

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary

Step 1

If your complaint relates to your policy then please contact

Asgar Hassanali
James Hallam Limited
5 Lloyds Avenue
London
EC3N 3AE
Email:: asgar.hassanali@jameshallam.co.uk

Telephone No : 020 7977 7874

If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

Post:
RSA Customer Relations Team
P O Box 255
Wymondham
NR18 8DP
Email: crt.halifax@uk.rsagroup.com

If you are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (free from mobile phones and land lines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Fair Processing Notice

At Royal & Sun Alliance Insurance plc we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: <http://www.rsagroup.com/support/legal-information/privacy-policy/>

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com

