



# Medical Malpractice and Liability Insurance Scheme for members of the College of Paramedics

Policy wording



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## Introduction

Welcome to RSA. Thank you for choosing us as your insurer.

Your Policy (including the Evidence of Insurance, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your Policy documentation.

Please read the Policy and Evidence of Insurance carefully and if they do not meet your needs return them to us or your insurance intermediary.

## Customer Care Claims Helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. We also realise that running a business means that it might not be convenient for you to report a claim to us during normal office hours. That's why you can now notify us of any claim when it suits you – any time of the day or night all you have to do is call

Further details are contained in the Policy Summary provided with your Policy

### 24 hour Claims Helpline

**0345 300 4006**

(Please quote your Policy Number which can be found on your Evidence of Insurance)

### Advice Lines

Where do you turn for answers to questions that affect your business? Our advice lines will put you in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal assistance
- Health and Safety issues

Please call the 24 hour Helpline **01455 251500** quoting code **70108**

## Your Policy

This Policy is a contract between you (also referred to as the Policyholder or your) and us (also referred to as the Company, we, our or RSA)

This Policy and any Evidence of Insurance, Endorsements, Clauses and Certificates should be read as if they are one document

RSA's acceptance of this risk is based on the information presented to RSA 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

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

This Policy may be cancelled:

- A) by us giving 30 days' notice in writing to you at your last known address
- B) by you giving 30 days' notice in writing to us at the address shown in the Evidence of Insurance

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance

For and on behalf of Royal & Sun Alliance Insurance Ltd



Ken Norgrove  
Chief Executive Officer, RSA UK & International

## Claim Notification

Conditions that apply to this policy in the event of a claim are set out in the General Conditions/Claims Conditions pages of this policy. It is important that you comply with all policy conditions and you should familiarise yourself with their requirements

Members becoming aware of any circumstances that could lead to a claim, or receive notification of any formal claim must notify the College of Paramedics Insurance brokers as soon as reasonably possible although there are some situations where immediate notification is required

James Hallam Limited  
**[promedschemes@jameshallam.co.uk](mailto:promedschemes@jameshallam.co.uk)**

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

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the injury or damage
- Details of the injury or damage

This information will enable us to make an initial evaluation on policy liability and claim value

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

# 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 their 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 their 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 Condition 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 4 (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 4 (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

## 12 Medical Practitioner Registration

Liability of the Company is conditional upon all medical practitioners and other healthcare professionals maintaining registration with the relevant regulator and having valid licences to practice in their respective specialisations

## 13 Jurisdiction Clause

The Company shall not provide any indemnity under this Policy for any claim or claims brought in a court of law outside the United Kingdom (England Scotland Wales and Northern Ireland)



# Definitions

## 1 Advertising Injury

Advertising Injury shall mean oral or written publication of material in any manner that slanders libels or defames a person's or organisation's products or services committed in the course of advertising the Policyholder's 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 any structural parts propulsion equipment landing gear substructure electronic equipment hydraulic equipment technical instruments tyres fuel equipment or any other product which is knowingly manufactured sold or distributed by the Policyholder for use in any aircraft aerospace device 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 Blood

Blood shall mean

- A) blood preparations
- B) sera
- C) plasma
- D) whole blood
- E) red and white blood cells and platelets

where such blood is of human origin

## 9 Blood Products

Blood Products shall mean any product made in whole or in part from Blood

## 10 Business

Business shall mean that which is specified in the Evidence of Insurance 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 of sponsorship of events and sponsorship of individuals
- C) attendance at or participation in trade fairs shows and exhibitions by any director partner or Employee of the Policyholder
- D) former activities of the Policyholder as declared and agreed by the Company
- E) teaching or training in connection with the Policyholders Business but excluding ownership management or control of any school college or training establishment
- F) Medico-legal work undertaken in connection with the Business
- G) Elective Placements whilst under the supervision of a qualified paramedic or Registered Healthcare Professional whose licence has been issued by the relevant lawfully established and recognised licencing authority to practise in the territories for which the elective placement will be undertaken;
  - Elective Placements means any clinical placement that is chosen by the Policyholder as an element of their paramedic qualification or further training programme.
  - Registered healthcare professional means any person who has received special training or education in a health related field including administration, direct provision of patient care or ancillary services and holds and is required by law to hold a valid licence to practise in the relevant specialty.

but in respect of Section 1 shall not include any work undertaken Offshore

## 11 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

## 12 Clinical Trial

Clinical Trial shall mean any clinical trial or healthy volunteer study which complies with the statutory requirements or guidelines of the relevant person authority department or public or private body in the country in which the trial occurred

## 13 Computer System

Computer System shall mean any computer hardware software communications system electronic device (including but not limited

to any smart phone laptop tablet or wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data processing media networking equipment or back up facility whether owned or operated by the Policyholder or by any other party

#### 14 Data

Data shall mean any data of any sort, including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any other information whatsoever

#### 15 Employee

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

#### 16 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

#### 17 Event

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

#### 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 Implantable Medical Device

Implantable Medical Device means an instrument apparatus appliance material or other article whether used alone or in combination together with any accessories or software necessary for its proper functioning which

- A) is intended by the manufacturer to be used for human beings
  - i) in the diagnosis, prevention, monitoring, treatment or alleviation of disease or injury,
- or
- ii) in the investigation, replacement or modification of the anatomy or of a physiological process,
- or
- iii) in the control of conception

and

- B) is totally or partially introduced into the human body (whether surgically or medically including being introduced into a natural orifice) and which is intended to remain in the human body after completion of the surgical or medical procedure during which it is introduced even if it is intended to administer a Medicinal Product or incorporates as an integral part a substance which if used separately would be a Medicinal Product

#### 20 Injury

Injury shall mean

##### Sections 1 and 4 (Part A)

bodily injury death disease or illness

##### Sections 2 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 Medical Malpractice

Medical Malpractice shall mean breach of professional duty consequent upon any neglect error or omission in providing medical advice treatment prescriptions or medical professional services in the course of the Business including Good Samaritan Acts

#### 23 Medicinal Product

Medicinal Product shall mean any substance or combination of substances presented as having properties for treating or preventing disease in human beings

#### 24 Medico-legal work

Medico-legal work shall mean the provision of services as an expert witness in connection with legal proceedings between parties other than the Policyholder including the production of expert reports, preparing for and attending conferences with counsel and other professionals and court in connection therewith

**25 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

**26 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

while under the direct control and supervision of the Policyholder and while working for the Policyholder in connection with the Business

- 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

but in respect of Sections 3 and 4 shall not include any medical practitioner or other healthcare professional registered with

- A) The General Medical Council
- B) The General Dental Council
- C) The General Optical Council
- D) The General Osteopathic Council
- E) The Pharmaceutical Society of Northern Ireland
- F) The General Pharmaceutical Council

or any midwife

**28 Policyholder's Contribution**

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

**29 Property**

Property shall mean material property but shall not include Data

**30 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 happening anywhere in the world other than the United States of America during the Period of Insurance

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

**31 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

**32 United States of America**

United States of America shall mean the United States of America or any other territory within its jurisdiction

**33 Vehicle**

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

**27 Person Entitled to Indemnity**

Person Entitled to Indemnity shall mean

**Sections 1 2 3 4**

- 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

### **34 Virus**

Virus shall mean any program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer System Data or operations whether involving self-replication or not

The definition of Virus includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

## THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE EVIDENCE OF INSURANCE

The insurance provided by Section 1 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 Policyholder are included within the Limit of Indemnity stated in the Evidence of Insurance

## Section 1 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) 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 Evidence of Insurance

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 1

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

### 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 1** (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 following 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 £500 per day for each day on which attendance is required

## THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE EVIDENCE OF INSURANCE

The insurance provided by Section 2 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 Policyholder are included within the Limit of Indemnity stated in the Evidence of Insurance

## Section 2 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 under **1** above
- 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 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
  - 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

### 4 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 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 £100,000 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 Policyholder shall not be liable for loss of or damage to Documents arising directly or indirectly from
  - 1) the transmission or impact of any Malware
  - 2) unauthorised access to a Computer System
- D) the Company shall not be liable for costs of reconstituting or recovering lost inaccessible or damaged Data owned or controlled by the Insured or any other person acting on behalf of the Policyholder
- E) a Policyholder's Contribution of £5,000 applies to every Event

## 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 shall not exceed the Limit of Indemnity
- 2 the Policyholder's 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 Evidence of Insurance

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 Mechanical Vehicles

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

- A) Vehicle
- 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 Injury 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 Pollution or Contamination

caused by or arising out of pollution or contamination unless caused by a Sudden Pollution or Contamination Incident

### 5 Product Defects and Recall

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

### 6 Professional Liability

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

### 7 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

### 8 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

### 9 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

### 10 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

### 11 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

### 12 Asbestos in the United States of 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 the United States of America or where a claim is brought in a court of law in the United States of America

### 13 Aircraft Products

arising from Aircraft Products

### 14 Medical Malpractice

arising from or in connection with Medical Malpractice

### 15 Implantable Medical Devices

for Injury arising from or in connection with Implantable Medical Devices

### 16 Clinical Trial

arising from or in connection with any Clinical Trial

### 17 Blood Products

in respect of the procurement production manufacture distribution sale or supply of Blood or Blood Products

This Exclusion shall not apply to hospitals specialist services hospitals or clinics where

- A) the use of such Blood or Blood Products is in the normal treatment of patients and is supplied in its final form by the National Blood Service
- B) they accept Blood donations direct following an incident where a public appeal to donate is made

### 18 Airside

arising out of work undertaken Airside

### 19 Cyber

in respect of any mental injury arising from

- i) loss destruction or corruption of Data
- ii) appropriation transmission use access to storage or modification of Data
- iii) the reduction in or loss of ability to use access process transmit modify or store Data
- iv) misinterpretation or misuse of Data

### 20 Abuse

arising from Abuse

**Extensions to Section 2** (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 any person having regard to the nature and circumstances of such act or omission
- B) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Policy

- C) Advertising Injury where indemnity is provided by any other insurance
- D) 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
- E) Advertising Injury arising out of electronic bulletin boards or chatrooms that the Policyholder hosts owns or exercises control over

#### 2 Clean Up Costs

The Company will provide indemnity to the Policyholder 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 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 or under any replacement legislation in respect of the foregoing

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 Evidence of Insurance 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 following 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) the Policyholder £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 within the Vehicle
- 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 notifying any person regarding loss of Data
- C) the costs of replacing reinstating rectifying erasing blocking or destroying Data
- D) 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
- E) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Policy
- F) legal liability where indemnity is provided by any other insurance or elsewhere in this Policy

Provided that the total amount payable under this Extension shall not exceed £1,000,000 in the aggregate in any one Period of Insurance

### 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 £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 Evidence of Insurance 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 4 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 Evidence of Insurance for all incidents considered by the Company to have occurred during the Period of Insurance in respect of Sudden Pollution or Contamination Incidents

## 10 Legionellosis Run Off

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 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

## 12 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 EVIDENCE OF INSURANCE

The insurance provided by Section 3 is on a claims made basis with 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 Policyholder included within the Limit of Indemnity stated in the Evidence of Insurance

## Section 3 Medical Malpractice Liability

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages in respect of accidental Injury of any person arising out of Medical Malpractice arising out of
  - 1) any claim
  - or
  - 2) the notification of any circumstances which has caused or is alleged to have caused Injury
 which is
  - A) first made in writing to the Policyholder (or any other Person Entitled to Indemnity under this Policy) during any Period of Insurance
  - and
  - B) notified to the Company
    - 1) during
    - or
    - 2) within thirty days after expiry of the same Period of Insurance
- 2 claimants costs and expenses which the Policyholder is legally liable to pay in connection with any claim under 1 above
- 3 in respect of
  - 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 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

- 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

- 1 the total amount payable under this Section (including all Extensions) shall not exceed the Limit of Indemnity stated in the Evidence of Insurance
- 2 the Policyholder's 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 or incurred) or any less amount for which at the absolute discretion of the Company the claim or claims can be settled the Company will then relinquish control of such claim or claims and be under no further liability in respect such claim or claims
- 4 where the Company is liable to indemnify more than one person the total amount payable in respect of damages costs and expenses shall not exceed the Limit of Indemnity
- 5 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 this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity stated in the Evidence of Insurance
- 6 all claims consequent or attributable to one source or original cause shall be deemed to be made on the date when the first claim or notification of any circumstance which has caused or is alleged to have caused Injury is first made in writing to the Policyholder and notified to the Company

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 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 any Person Entitled to Indemnity of any

- A) Vehicle other than legal liability arising out of 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
- 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 Injury of any Person Employed arising out of and in the course of employment by the Policyholder in the Business

## 3 Pollution or Contamination

caused by or arising out of pollution or contamination unless caused by a Sudden Pollution or Contamination Incident

## 4 Product Defects and Recall

- A) for loss of or damage to any product supplied or contract work executed by the Policyholder caused by any defect therein or the harmful nature or unsuitability thereof for its intended purpose
- B) for the costs of recall removal repair alteration replacement or reinstatement of any product supplied or contract work

executed by the Policyholder necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose

## 5 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 and the Isle of Man

## 6 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

## 7 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

## 8 Retroactive Date

arising from accidental Injury happening before the Retroactive Date stated in the Evidence of Insurance

## 9 Prior Notification

in respect of any claim or investigation arising from any fact situation or circumstance which has been notified to the Policyholder or under any other indemnification arrangement prior to the Period of Insurance

## 10 Prior Knowledge

in respect of claims investigations or circumstances known to the Policyholder or which ought to have been known to the Policyholder prior to the Period of Insurance

## 11 Clinical Trial

arising from or in connection with any Clinical Trial

## 12 Implantable Medical Devices

for Injury arising from or in connection with Implantable Medical Devices

## 13 Airside

arising out of work undertaken Airside

## 14 Aesthetic Treatments

arising from or in connection with the prescription of or administration of any aesthetic treatments of any kind

## 15 Work within the National Health Service

arising out of any work undertaken which is funded or commissioned directly or indirectly by the National Health Service or which would otherwise be covered by any state indemnity scheme

## 16 Treatment of Professional Sports Persons or Elite Athletes

arising directly or indirectly from the treatment of Professional Sports Persons or Elite Athletes which is provided for more than 21 days in any one Period of Insurance except where treatment is as a result of a Good Samaritan Act

Professional Sports Person shall mean anyone whose full time earnings are derived from playing in any sport or sports

Elite Athlete shall mean any person who is currently a member of any national team or squad

## 17 Sexual Conduct

arising out of actual or alleged conduct involving acts of a sexual nature (even if consensual) including but not limited to sexual relations or other sexual contact sexual intimacy or assault sexual harassment inappropriate use of images or spoken or written words inducement or coercion into sexual activity sexual exploitation or any actual attempted or alleged improper relationship whether or not sexual or consensual

## 18 United States of America

arising out of any work undertaken in the United States of America

**Extensions to Section 3** (each of which is subject otherwise to the terms of this Policy)

## 1 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

## 2 Compensation for Court Attendance

In the event of any of the following 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 £500 per day for each day on which attendance is required

## 3 Extended Claims Notification Period

In the event of the Company not inviting renewal of this Policy for reasons other than non-compliance with the terms of this Policy the Company will provide indemnity

- A against legal liability for damages
  - 1) in respect of accidental Injury of any person arising out of breach of professional duty consequent upon any neglect error or omission in providing advice treatment medication certification or prescriptions in the course of the Business
    - and
  - 2) arising out of any claim
    - A) which is first made in writing to the Policyholder (or any other Person Entitled to Indemnity under this Policy)
      - and
    - B) which is notified to the Company within 30 days immediately following the final Period of Insurance for which the Policyholder shall have paid and the Company shall have agreed to accept the premium as if the claim had been first made in writing to the Policyholder and notified to the Company during such final Period of Insurance
- B claimants costs and expenses which the Policyholder is legally liable to pay in connection with any claim
- C in respect of
  - 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 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

- 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

Provided that

- A) the indemnity will not apply where indemnity is provided by any other insurance
- B) the total amount payable for damages costs and expenses in respect of claims made during the final Period of Insurance together with those made under the terms of this Extension shall not exceed the Limit of Indemnity for the final Period of Insurance

## 4 Public Relations Consultancy Costs

The Company will indemnify the Policyholder in respect of any costs and fees reasonably incurred upto a maximum of £25,000 during any one Period of Insurance in respect of services provided by a public relations consultancy following a claim or potential claim under Section 3 of this Policy

The opinion of the Company as to indemnity hereunder shall be final and the funding of all or part of any legal costs and expenses incurred with its written consent shall be at the absolute discretion of the Company

Provided that such costs and fees shall be included in the Limit of Indemnity under the Evidence of Insurance

## 5 Financial loss - training and Medico-legal services

The Company will provide an indemnity to the Policyholder in respect of any claim for pure economic loss arising directly and solely from the provision of training or Medico-legal services.

## THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE EVIDENCE OF INSURANCE

### 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 insured 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
  - l) the defence of criminal proceedings brought
  - or
  - ll) 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
- 4 where the costs relate to the costs of appeal the Policyholder will only be indemnified if in the opinion of counsel (appointed by the Company) such appeal could be contested with the probability of success

### 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 the sales and service team in the office which issued the Policy or your Broker. 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.

## 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](mailto: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](mailto:complaint.info@financial-ombudsman.org.uk)

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

## Personal Information

Data privacy is important to the Company, and they are committed to ensuring that personal data is protected. The Company's Privacy Policy details how they collect, use, share, and protect personal data. This can be found by going to their website.

<https://www.rsagroup.com/support/legal-information/privacy-policy/>.

The Policyholder can obtain a printed copy of the full notice (a large text version is available), by contacting the Company.

The Company obtains the personal data of the Policyholder and that of any joint policyholders or other parties who may be covered by this Policy from the Policyholder or those individuals themselves, the Policyholder's insurance broker if they have one, claims handling suppliers and third parties such as credit reference agencies, the DVLA and other insurance industry sources for example, the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases.

The Company uses personal data for a number of different purposes, for example to:

- manage the application, quotation and/or Policy;
- process claims;
- prevent and detect fraud and financial crime;
- update existing and develop new products and services;
- carry out risk and pricing modelling; and
- meet their legal and regulatory requirements.

The Company will always keep personal data confidential, however it may be necessary to share personal data with third parties where there is a valid reason to do so. For example, the Company may need to share personal data with:

- other parties involved in a claim and/or their representatives.
- contractors, partners, and suppliers who assist the Company in the administration of Your application, quotation and/or policy or help the Company process any claims; and
- government agencies, regulators, auditors, reinsurers, and fraud prevention agencies where required to fulfil the Company's legal, commercial, and regulatory obligations.

The Company will retain the personal data of the Policyholder (and that of any joint policyholders or other parties who may be covered) for as long as there is a business relationship between them. Once this relationship has ended (for example, the Policy has expired, an application is declined or the Policyholder does not proceed with a quotation) the Company will only retain such personal data for as long as is necessary to satisfy their legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection Laws also give the Policyholder various rights over their personal data. More details of these rights can be found in the Company's Privacy Policy.

The Policyholder may request a copy of their personal data by writing to:

Data protection Officer  
P O Box 255  
Wyndham  
NR18 8DP

Royal & Sun Alliance Insurance Ltd (No. 93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This Policy is administered by James Hallam Ltd. James Hallam Limited is authorised and regulated by the Financial Conduct Authority (FCA) and is registered in England.

Registered number 1632840.

Registered Office: 156 South Street, Dorking, Surrey RH4 2HF

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