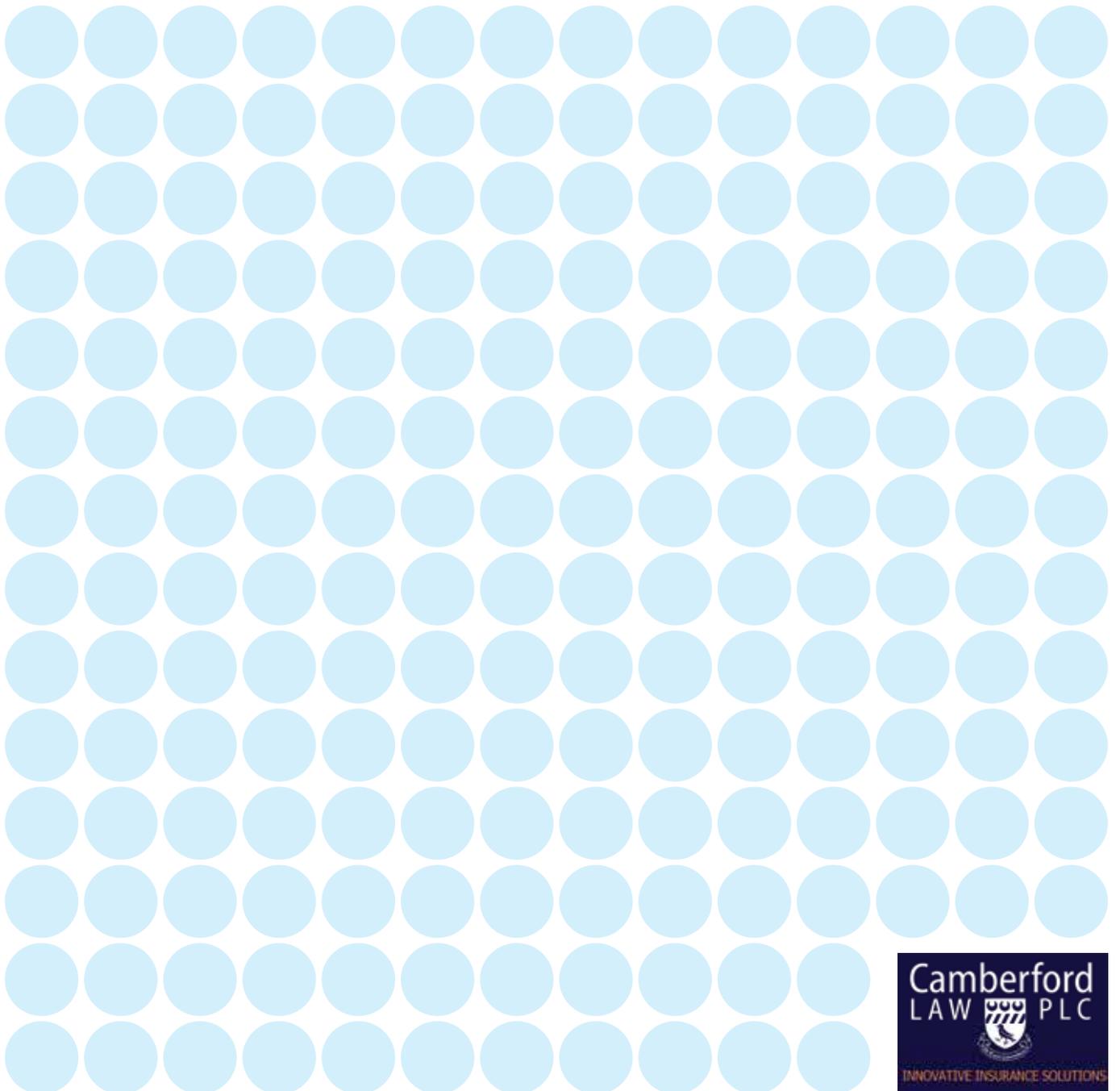


Camberford Law Security Industry

Policy document



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A warm welcome to Zurich

Thank **you** for taking out **your** Camberford Law Security Industry insurance policy with **us** and welcome to Zurich Insurance plc.

This policy is underwritten by Zurich Insurance plc and administered on **our** behalf by Camberford Law plc.

Zurich Insurance plc is a member of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich **we** have **your** future in mind and look forward to working closely with **you**.

www.zurich.co.uk

Camberford Law Security Industry policy

This policy is a contract between **you** and **us**. **You** have made a proposal to **us** which is the basis of and forms part of this contract.

This policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure **you** under those parts stated in the schedule during any period of insurance for which **we** have accepted **your** premium provided always that all the terms and conditions of this policy are complied with. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

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

Law applicable to this contract

In the UK the law allows both you and us to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon your address stated in the schedule. If there is any dispute as to which law applies it shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance plc



Stephen Lewis
Chief Executive Officer of Zurich Insurance plc, UK Branch.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule, endorsement and certificate carefully and if they do not meet **your** needs contact **us** or **your** insurance intermediary.

How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. **You** should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. **We** will only share personal information as described in this notice or where **we** are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Policy administration

In order to administer **your** insurance policy and any claims made under this policy **we** may share personal data provided to **us** with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If **we** do transfer **your** personal data including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps **us** assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

Claims history

Under the conditions of this policy **you** must tell **us** when **you** become aware of any incident that could give rise to a claim under this policy, whether or not it is **your** intention to claim.

When **you** tell **us** about an incident or claim **we** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) or other relevant database.

We and other insurers may search CUE or other relevant databases when **you** apply for insurance, in the event of any incident or claim or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Fraud prevention and detection

In order to prevent and detect fraud **we** may at any time:

- a) share information about **you** with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If **you** want to know more about how **we** use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

General definitions

Certain words in this policy have special meanings. These meanings are given below and apply wherever the words appear in bold.

Business

- a) Those activities stated in the schedule
- b) maintenance of **property** and premises owned or occupied by **you**
- c) the provision and management of catering, social, sports and welfare organisations for the benefit of **employees** or **volunteers**
- d) **your** first aid, security, fire and ambulance services
- e) private work carried out within the **territorial limits** by an **employee** for any director or senior executive of **yours**
- f) participation in exhibitions.

Business partner

Any person in **business** with **you** under the terms of a partnership agreement whether express or implied under legislation.

Clean up costs

- a) Testing for or monitoring of **pollution or contamination**
- b) the costs of **remediation** required by any **enforcing authority** to a standard reasonably achievable by the methods available at the time that such **remediation** commences.

Costs and expenses

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages
- c) costs incurred with **our** written consent for:
 - i) representation at any coroner's inquest or fatal injury inquiry
 - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this policy.

Damage

Physical loss or damage.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self-employed
- d) under a work experience or similar scheme
- e) hired or borrowed by **you** from another employer

and working for **you** in connection with the **business** while under **your** direct control or supervision.

Enforcing authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

Excess

The amount stated in this policy, the schedule or any endorsement to this policy for which **you** are responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

Geographical limits

- a) The **territorial limits**
- b)
 - i) anywhere in the world in respect of non-manual work
 - ii) anywhere in the world other than the United States of America, Canada and any territory under their jurisdiction in respect of manual work

carried out during temporary visits by **you** or any director, **business partner**, **member**, **employee** or **volunteer** normally resident in and travelling from the **territorial limits**
- c) anywhere in the world other than the United States of America or Canada and any territory under their jurisdiction in respect of **products** supplied in or from the **territorial limits**.

Injury

Bodily injury, illness or disease (including death).

Member

Any member or co-opted member of **yours** or of **your** committees or subcommittees.

Money

Any current coinage, current bank and currency note, bill of exchange, luncheon voucher, cheque, bankers' draft, national giro draft, money order, postal order, current postage stamp, unused unit in any postage stamp franking machine, revenue stamp, national savings stamp, national savings certificate, holiday with pay stamp, credit, debit or charge card, sales voucher, phonecard, consumer redemption voucher and gift token, Value Added Tax purchase invoice and trading stamp.

Nuclear installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Pollution or contamination

- a) Pollution or contamination of buildings or other structures or of water, land or the atmosphere;
and
- b) loss or **damage** or **injury** directly or indirectly caused by such pollution or contamination.

Products

Goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **you** or on **your** behalf in the **business**.

Property

Physical property.

Remediation

Remedying the effects of **pollution or contamination** including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Special definitions

Wherever words commencing with a capital letter appear in a part following Special Definitions they will have the same defined meaning within that part of this policy.

Territorial limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Terrorism

- a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

Volunteer

Any person volunteering to assist or co-opted to assist **you** in the **business**.

We, us, our or ours

Zurich Insurance plc.

You, your, yours or yourselves

The person, people (either acting in partnership or on behalf of an unincorporated organisation) or the company stated in the schedule as the insured and in respect of Part D including your predecessors.

General exclusion

This policy does not cover:

1. Nuclear and war risks, government or public authority order and sonic bangs

death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

This exclusion will not apply to part A.

General conditions

1. Arbitration

Not applicable to part C

Provided that liability for a claim has been admitted any dispute as to the amount to be paid will be referred to an arbitrator who will be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award will be a condition precedent to any right of action against us.

2. Cancellation

We may cancel this policy or any part or portion thereof by giving 30 days notice in writing by special delivery mail to you at your last known address and in such event you will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

3. Claims procedures

Not applicable to parts C and D

a) Your responsibilities

It is agreed that:

- i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim you will:
 - 1) as soon as reasonably possible give notice to us; and
 - 2) as soon as reasonably possible forward to us any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against you; and
 - 3) take action to prevent further loss, damage or injury; and
 - 4) at your own expense and as soon as reasonably practicable supply full details of the claim in writing to us together with any evidence and information that may be reasonably required by us for the purpose of investigating or verifying the claim
- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without our written consent.

b) Our rights

We will:

- i) be entitled to take over the defence or settlement of any claim made against you or any person entitled to indemnity under this policy and you will give all assistance as may be reasonably required by us; and
- ii) be entitled to take the benefit of any rights of yours against any other party before or after you have received indemnification under this policy and you will give all assistance as may be reasonably required by us.

4. Contractual right of renewal (tacit)

If you pay the premium to us using our Direct Debit instalment scheme we will have the right which we may choose not to exercise to renew this policy each year and continue to collect premiums using this method. We may vary the terms and conditions of this policy including the premium at renewal. If you do not wish to renew this policy you or your insurance intermediary must notify us prior to the next renewal date.

5. Fraud

If any claim is in any respect fraudulent or if any fraudulent means be used by **you** or anyone acting on **your** behalf to obtain any benefit under this policy or if any **damage** or injury be occasioned by **your** wilful act or with **your** connivance all benefit under this policy will be forfeited.

6. Increase in risk

You will notify **us** as soon as possible of any change in circumstances occurring after the commencement of this policy whereby the risk of accident, **damage** or injury is increased.

7. Non-Disclosure

In the event of misrepresentation, misdescription or non-disclosure:

- a) of any material particular at the inception of this policy or from the time of any variation in cover including at renewal **we** may at **our** discretion waive **our** right to avoid this policy but exclude the consequences of any matter which ought to have been disclosed to **us**
- b) at the time of any variation in cover or at renewal **we** will waive our right to avoid this policy provided always that:
 - i) **you** are able to establish to **our** satisfaction that such misrepresentation, misdescription or non-disclosure was innocent and free from any fraudulent conduct or intent to deceive
 - ii) in respect of part C where **you** should have notified during a preceding period any Circumstance or Claim or an entitlement under this policy and the indemnity or cover to which **you** would have been entitled was in any way more restrictive than that provided at the date of notification **we** will only be liable to the extent applicable during such preceding period of insurance

Provided always that:

- 1) **we** will be entitled to adjust the premium and the terms and conditions to those which would have applied had the circumstances of the misrepresentation, misdescription or non-disclosure been disclosed
- 2) for the purposes of this condition renewal will mean a renewal of any immediately preceding professional indemnity insurance policy or policies issued by **us** under which **you** were entitled to indemnity

8. Observance

The due observance and fulfilment of the terms and conditions of this policy by **you** in so far as they relate to anything to be done or complied with by **you** will be a condition precedent to **our** liability to make any payment under this policy.

9. Other insurances

If at the time of any occurrence giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

10. Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this policy remains an annual contract and the date of the payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Agreement 1974 if applicable the credit agreement and this policy will be cancelled immediately.

11. Policy interpretation

Each part of this policy is declared to be a separate contract but will be subject to the general definitions, general exclusions and general conditions. All reference to policy will mean any or all operative parts.

12. Premium adjustment

If any part of the premium is calculated on estimates supplied by **you** an accurate record will be kept by **you** containing all information relative thereto and **you** will allow **us** to inspect such record. **You** will within one month from the expiry of each period of insurance supply to **us** such particulars and information as **we** may require. The premium for such period will thereupon be adjusted and the difference paid by or allowed to **you** as the case may be subject always to the minimum premium stipulated.

13. Reasonable care

You will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise accident, injury or **damage**. In addition **you** will comply with maker's recommendations made in respect of equipment insured under this policy.

14. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of yours would violate any applicable trade or economic sanctions law or regulation.

Part A – employers' liability

Section 1 – the cover

We will indemnify **you** in respect of all sums which **you** may become legally liable to pay as damages in respect of **injury** caused during the period of insurance to any **employee** arising out of and in the course of their employment by **you** in the **business** in relation to claims settled or defended with **our** consent.

In addition to any claim for damages we will pay **costs and expenses**.

1.1 Brand protection

We will also indemnify **you** for reasonable costs incurred by **you** with **our** prior consent to mitigate damage to **your** reputation directly caused by or resulting from any claim or series of claims arising out of one incident for which **you** would be entitled to receive indemnity under this part.

Provided always that:

- a) the damage to **your** reputation is a consequence of media coverage in print or by radio or television or news agency
- b) the value of the claim or series of claims arising out of one incident which results in damage to **your** reputation occurring at any time held by **us** is £1,000,000 or above
- c) **our** liability under this clause will not exceed £50,000 in any one period of insurance and is payable in addition to the limit of indemnity stated in the schedule
- d) **we** will not be liable under this clause unless **we** have sole conduct and control of the claim or series of claims arising out of one incident which results in damage to **your** reputation occurring.

1.2 Corporate Manslaughter and Corporate Homicide Act 2007

We will also indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided always that:

- a) **our** liability under this clause will not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
- d) **you** will give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

- f) **we** will be under no liability:
 - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another part of this policy the amount paid under that part will be taken into account in arriving at **our** liability payable under this clause.

1.3 Court attendance costs

We will pay **you** the daily rates stated below if any of these people are required to attend court as a witness at **our** request:

- a) any director or **business partner** £500
- b) any **member, employee** or **volunteer** £250.

1.4 Health and safety at work defence costs

We will also indemnify **you** and at **your** request any director, **business partner, employee** or **volunteer** against:

- a) costs and expenses incurred with **our** prior consent
- b) costs awarded against **you** or such director, **business partner, employee** or **volunteer**

in the defence of any criminal proceedings arising from an alleged breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 occurring during the period of insurance in the course of the **business** including any appeal against conviction arising from such proceedings.

Provided always that this will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which **you** or any director, **business partner, employee** or **volunteer** has effected a more specific legal expenses protection or insurance
- iii) proceedings or appeals consequent upon any deliberate act or omission and **you** will immediately repay **us** all costs and expenses paid by **us** prior to any deliberate act or omission being established
- iv) proceedings not related to the health, safety or welfare of an **employee**.

1.5 Indemnity to other persons

We will also indemnify at **your** request:

- a) any **employee** or **volunteer**
- b) any director or **business partner**
- c) any public or local authority or other principal for whom **you** are or have been carrying out work but only to the extent required under the contract for the work
- d) any **employee** or **volunteer** acting as a member of **your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs to any other **employee** resulting from treatment given in connection with any **injury** caused to such person and arising out of and in the course of the employment of such person by **you**
- e) any officer or member of **your** canteen, social, sports or welfare organisations
- f) any personal representative of **yours** in the event of **your** death.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will as though they were **you** observe, fulfil and be subject to the terms and conditions of this policy; and
- iii) **we** will not be liable unless **we** have the sole conduct and control of all claims.

1.6 Unsatisfied court judgments

If any **employee, volunteer** or their personal representative obtains a judgment from a court within the **territorial limits** for damages for **injury** against any company or individual operating from premises within the **territorial limits** and that judgment remains unpaid for more than 6 months after the date of the award **we** will pay at **your** request the amount of any unpaid damages and awarded costs to the **employee, volunteer** or their personal representative.

Provided always that:

- a) the **injury**:
 - i) is caused during the period of insurance
 - ii) arises out of and in the course of employment in the **business**
- b) there is no appeal outstanding.

If a payment is made the **employee, volunteer** or their personal representative will assign the judgment to **us**.

Section 2 – special exclusions

This part does not cover:

1. **Motor**

liability for which compulsory motor insurance or security is required under road traffic legislation

2. **Work offshore**

liability for **injury** caused:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation

3. **Work overseas**

liability in respect of any **injury** caused outside the **territorial limits** but this exclusion will not apply to any **employee** temporarily employed elsewhere provided always that the contract of service or apprenticeship was entered into within the **territorial limits**.

Section 3 – special provisions

1. **Limit of indemnity**

Our liability will not exceed the sum stated in the schedule including all costs and expenses (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

2. **Limit of indemnity – terrorism**

The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000.

Part B – public and products liability

Section 1 – special definitions

Efficacy and contractual liability

- a) Accidental **injury** to any persons other than an **employee** where such **injury** arises out of and in the course of the employment
- b) accidental **damage to property**
caused by or arising from:
 - i) the failure of any **products** to fulfil their intended function
 - ii) the failure by **you** to carry out services **you** have been contracted to perform.

Financial loss

A pecuniary loss, cost or expense incurred by any person other than **you** or a director or **employee** of **you** as a result of a defect in **products** and/or work carried out negligently by or on behalf of **you**.

Section 2 – the cover

We will indemnify **you** in respect of all sums which **you** may become legally liable to pay as damages in respect of:

- a) accidental **injury** to any person other than an **employee**
- b) accidental **damage to property**
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy or accidental interference with any right of air, light, water or way
- d) wrongful arrest or false imprisonment

occurring during the period of insurance within the **geographical limits** in connection with the **business**.

In addition to the limit of indemnity **we** will pay **costs and expenses**.

2.1 Brand protection

We will also indemnify **you** for reasonable costs incurred by **you** with **our** prior consent to mitigate damage to **your** reputation directly caused by or resulting from any claim or series of claims arising out of one incident for which **you** would be entitled to receive indemnity under this part.

Provided always that:

- a) the damage to **your** reputation is a consequence of media coverage in print or by radio or television or news agency
- b) the value of the claim or series of claims arising out of one incident which results in damage to **your** reputation occurring at any time held by **us** is £1,000,000 or above
- c) **our** liability under this clause will not exceed £50,000 in any one period of insurance and is payable in addition to the limit of indemnity stated in the schedule
- d) **we** will not be liable under this clause unless **we** have sole conduct and control of the claim or series of claims arising out of one incident which results in damage to **your** reputation occurring.

2.2 Contingent motor liability

We will also indemnify **you** in respect of **your** legal liability for accidental **injury** to any person and/or accidental **damage** to **property** arising out of the use of any motor vehicle not the property of nor provided by **you** and being used in the **business**.

Provided always that **we** will not be liable:

- a) in respect of **damage** to such vehicle or to goods conveyed therein or thereon
- b) for accidental **injury** to any person or accidental **damage** to **property** arising while such vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the **territorial limits**.

2.3 Corporate Manslaughter and Corporate Homicide Act 2007

We will also indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided always that:

- a) **our** liability under this clause will not exceed £5,000,000 in any one period of insurance or the limit of indemnity stated in the schedule whichever is lesser. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will apply only to proceedings brought in the **territorial limits**
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
- d) **you** will give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) **we** will be under no liability:
 - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - 2) the Food Safety Act 1990 or any regulations made thereunder
 - 3) the Consumer Protection Act 1987 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance

- g) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at **our** liability payable under this clause.

2.4 Costs of criminal proceedings

We will also indemnify **you** and at **your** request any director, **business partner**, **member**, **employee** or **volunteer** against:

- a) legal costs and expenses incurred with **our** written consent
- b) costs incurred with **our** written consent in the defence of any criminal proceedings brought against **you** or such **business partner**, **member**, **employee** or **volunteer** for an alleged breach of:
 - i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) Part II of the Consumer Protection Act 1987
 - iii) Part II of the Food Safety Act 1990

occurring during the period of insurance in the **business** including legal costs and expenses incurred with **our** prior consent in any appeal against conviction arising from such proceedings.

Provided always that this indemnity will not apply to:

- 1) fines or penalties of any kind
- 2) costs in respect of which **you** or any director, **business partner**, **member**, **employee** or **volunteer** has effected a more specific legal expenses protection or insurance
- 3) proceedings or appeals consequent upon any deliberate act or omission and **you** will immediately repay **us** all costs and expenses paid by **us** prior to any deliberate act or omission being established
- 4) proceedings related to health, safety or welfare of **employees**.

2.5 Court attendance costs

In addition to the limit of indemnity **we** will pay **you** the daily rates stated below if any of these people are required to attend court as a witness at **our** request:

- a) any director or **business partner** £500
- b) any **member**, **employee** or **volunteer** £250.

2.6 Data Protection Act

We will also indemnify **you** in respect of **your** legal liability under Section 13 of the Data Protection Act 1998 in connection with personal data as defined in the said Act held by **you**.

Provided always that **we** will not be liable for:

- a) the payment of fines and penalties
- b) the cost of replacing, reinstating, rectifying or erasing any personal data.

2.7 Defective Premises Act 1972

We will also indemnify **you** in respect of **your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by **you**.

Provided always that **we** will not be liable:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.

2.8 Environmental clean up costs

We will also indemnify **you** in respect of all sums including statutory debts that **you** are legally liable to pay in respect of **clean up costs** arising from environmental damage caused by **pollution or contamination** where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from **pollution or contamination** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All **pollution or contamination** which arises out of one incident will be deemed to have occurred at the same time such incident takes place
- b) **our** liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum **we** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) **we** will be under no liability:
 - i) in respect of **clean up costs** for **damage** to **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
 - ii) for **damage** connected with pre-existing contaminated property
 - iii) for **damage** caused by a succession of several events where such individual event would not warrant immediate action
 - iv) in respect of removal of any risk of an adverse effect on human health on **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
 - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time **remediation** commences
 - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being **pollution or contamination** caused by a sudden, identifiable, unintended and unexpected incident
 - vii) for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
 - viii) in respect of costs for the reinstatement or reintroduction of flora or fauna
 - ix) for **damage** caused deliberately or intentionally by **you** or where **you** have knowingly deviated from environmental protection rulings or where **you** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible
 - x) in respect of fines or penalties of any kind

- xi) for **damage** caused by the ownership or operation on behalf of **you** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- xii) for **damage** which is covered by a more specific insurance policy
- xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- xiv) for **damage** caused by disease in animals belonging to or kept or sold by **you**.

2.9 Financial loss (tort only)

Notwithstanding anything herein contained to the contrary **we** will also indemnify **you** in respect of:

- a) all sums which **you** will become liable in tort to pay as compensation; and
- b) **costs and expenses**

in respect of claims for Financial Loss first made in writing against **you** arising out of the **business** and notified to **us** during or within 30 days of expiry of the same period of insurance.

Provided always that:

- i) **our** liability under this clause will not exceed the sum of £500,000 in any one period of insurance
- ii) in respect of any claim for which indemnity is provided under this clause **you** will pay 10% of such claim or £500 whichever is the greater
- iii) the indemnity granted under clause 2.11 – Joint Liabilities – will not apply to this clause
- iv) this clause is subject to the terms, conditions, limitations and exclusions of this policy in so far as they can apply and also to the following exclusions:
 - 1) the cost of replacing, reinstating, rectifying, repairing, removing, recalling, improving or guaranteeing the performance of **products** or any work carried out by or on behalf of **you**
 - 2) any claim for diminution in value of **products** or any work to which this clause applies
 - 3) liability arising from libel, slander, infringement of patent, copyright, trademark or trade name or breach of anti-trust laws
 - 4) liability arising from any act of fraud or dishonesty
 - 5) liability arising from non-performance, non-completion, delay, financial default or insolvency
 - 6) liability arising out of professional advice or professional negligence
 - 7) liability arising from a deliberate act or omission by **you** where the Financial Loss could reasonably have been foreseen by **you** having regard to the nature and circumstances of such act or omission
 - 8) liability arising out of any circumstances known to **you** at the inception of this clause
 - 9) liability which:
 - a) attaches by virtue of a contract or agreement
 - b) arises out of or by reason of a contractual relationship
 - 10) liability arising from **products** knowingly exported from the **territorial limits** or work carried out by **you** or on **your** behalf outside the **territorial limits**
 - 11) liability arising from **injury, damage** to **property**, obstruction, trespass, nuisance or interference with pedestrian, road, rail, air or waterborne traffic.

2.10 Indemnity to other persons including personal representatives

In the event of any claim in respect of which **you** would be entitled to receive indemnity under this part being brought or made against:

- a) any **employee** or **volunteer**
- b) any director, **business partner** or **member**
- c) any public or local authority or other principal for whom **you** are or have been carrying out work but only to the extent required by the contract for the work
- d) any **employee** or **volunteer** acting as a member of **your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given
- e) any officer or member of **your** canteen, social, sports or welfare organisations
- f) any personal representative of **yours** in the event of **your** death

we will indemnify such person if in respect of a)-e) **you** so request against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will as though they were **you** observe, fulfil and be subject to the terms and conditions of this policy; and
- iii) **we** will not be liable under this clause unless **we** have the sole conduct and control of all claims.

2.11 Joint liabilities

If **you** comprises more than one party **we** will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if **you** comprised only one party.

2.12 Libel and slander

We will also indemnify **you** in respect of all sums which **you** may become legally liable to pay as damages in respect of claims first made against **you** during the period of insurance arising from any act of libel or slander committed or uttered in good faith by **you**.

Provided always that:

- a) this indemnity will apply solely to **your** in-house and trade publications; and
- b) **our** liability will not exceed in the aggregate £250,000 in any period of insurance.

2.13 Personal liability

At **your** request this part will apply to the personal liability of any:

- a) director, **business partner**, **member**, **employee** or **volunteer** or any member of the family of such director, **business partner**, **member**, **employee** or **volunteer** in connection with the **business**
- b) member of sports and social clubs operating in the **business** while engaged in club activities.

Provided always that:

- i) this will not apply to liability more specifically insured under any other insurance; and
- ii) any person indemnified will as though they were **you** fulfil and be subject to the terms and conditions of this section; and
- iii) **we** will not be liable unless **we** have the sole conduct and control of all claims.

Section 3 – optional extensions

The optional extensions are only operative if so noted within the policy schedule.

1. Fidelity guarantee

We will indemnify **you** in respect of loss of money or goods belonging to **you** or for which **you** are legally liable due to any act of fraud, dishonesty or embezzlement committed by any **employee** whether acting alone or in collusion with others.

Provided always that:

- a) all acts of fraud, dishonesty or embezzlement of a continuous or repeated nature by any **employee** will be deemed to be a single act of fraud, dishonesty or embezzlement
- b) such acts of fraud, dishonesty or embezzlement are committed during the period of insurance and notified to **us** as soon as reasonably practicable after discovery and in any event within 90 days of either:
 - i) the expiry of this insurance
 - ii) termination of the employment with **you** of the **employee** or the last of the respective **employees** if more than one is involved in committing the act of fraud, dishonesty or embezzlement

whichever occurs first.

Any acts of fraud, dishonesty or embezzlement committed during the period of insurance and notified to **us** within the 90 days following termination of this insurance will be deemed to have been discovered during the final period of insurance

- c) such acts are committed during the uninterrupted service of such **employee**
- d) **we** will be under no liability:
 - i) for further acts of fraud, dishonesty or embezzlement committed by an **employee** following discovery by **you** of an act of fraud, dishonesty or embezzlement by that **employee** whether acting alone or in collusion with others
 - ii) where **you** have not carried out vetting of the **employee** in accordance with BS7858 (2006) or any subsequent British or European Standard
- e) **our** liability under this extension other than in respect of misuse of telephones will not exceed:
 - i) £100,000 any one **employee**
 - ii) £100,000 any one claim or series of claims arising from one original cause regardless of the number of **employees** involved
 - iii) £250,000 in respect of all acts of fraud, dishonesty or embezzlement discovered during any one period of insurance
- f) **our** liability under this extension in respect of misuse of telephones by any **employee** will not exceed £10,000 any one act of fraud, dishonesty or embezzlement
- g) **you** will co-operate with **us** in seeking reimbursement from any defaulting **employee** of sums paid or payable under this extension.

2. Loss of extinguishing gas

Notwithstanding special exclusion 10 **we** will indemnify **you** in respect of all sums which **you** may become legally liable to pay for any sudden, identifiable, unintended and unexpected discharge of gas from fixed fire extinguishing systems provided always that **our** liability for any one occurrence or all occurrences arising out of one original cause under this extension will not exceed £10,000.

3. Loss of keys including consequential loss

Notwithstanding special exclusion 12 in the event of **you** or any **employee** losing keys the property of **your** customers while in **your** or any **employee's** custody or control in connection with the **business** **we** will indemnify **you** in respect of all sums which **you** may become legally liable to pay for:

- a) the cost of replacement, change or alteration of locks for which keys have been lost
- b) consequential losses arising in connection with such loss.

Provided always that **our** liability under this extension inclusive of all costs and expenses will not exceed the limit of indemnity stated under item 3 of the schedule.

4. Money

Notwithstanding special exclusion 12 **we** will indemnify **you** in respect of all sums which **you** may become liable to pay in respect of **damage** to **money** belonging to **your** customers while held in trust by **you** in connection with the **business** provided always that **our** liability under this extension inclusive of all costs and expenses will not exceed the limit of indemnity stated under item 4 of the schedule.

It is a condition precedent to **our** liability under this extension that the following precautions are complied with:

- a) at least 2 **employees** must be in attendance at all times on each occasion that **you** are carrying **money** in transit exceeding £5,000 in value
- b) whenever **money** is left unattended it must be securely locked in a safe or strongroom and the keys to such safe or strongroom removed from the premises or kept on **your** person or that of an authorised **employee**.

5. Professional advice

Notwithstanding special exclusion 9 **we** will indemnify **you** in respect of all sums which **you** may become legally liable to pay in respect of claims arising out of professional advice given by **you** in connection with the **business** that are first made against **you** and notified to **us** during the period of insurance.

Provided always that:

- a) **our** liability under this extension inclusive of all costs and expenses will not exceed the limit of indemnity shown under item 5 of the policy schedule; and
- b) in respect of any claim for which indemnity is provided under this extension **you** will pay 10% of such claim or £2,500 whichever is the greater.

The indemnity granted by this extension will not apply to nor include:

- i) any claim arising from professional advice given prior to the Retroactive Date stated under item 5 of the policy schedule
- ii) any claim or circumstance likely to give rise to a claim that **you** were aware of prior to the inception date of this optional extension.

Section 4 – special exclusions

This part does not cover:

1. **Aircraft products**

liability arising from **products** which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

2. **Asbestos**

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

3. **Exports to the USA or Canada**

liability arising from **products** which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada

4. **Foreign operations**

any associated or subsidiary company of **yours** or branch office or representative of **yours** with power of attorney domiciled outside the **territorial limits**

5. **Handcuffs or other physical restraint**

liability arising in connection with the use of handcuffs or other restraint device

6. **Liquidated or punitive damages or fines**

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages

7. **Motor**

liability arising from the ownership or possession or use by **you** or on **your** behalf of any mechanically propelled motor vehicle or mobile plant:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

Provided always that this exclusion will not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from such vehicle or plant
- ii) the use of any mechanically propelled motor vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii) the unauthorised movement on **your** premises or contract site of any mechanically propelled motor vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required

8. Pollution or contamination

liability in respect of **pollution or contamination** other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All **pollution or contamination** which arises out of one incident will be deemed to have occurred at the time such incident takes place

9. Professional advice

liability arising out of professional advice given by **you** for a fee or in circumstances where a fee would normally be charged

10. Property being worked on

damage to that part of any **property** upon which **you** or any servant or agent of **yours** is or has been working where the **damage** is the direct result of such work

11. Property damage excess

in respect of damages payable for **damage** to **property** the **excess** in respect of any one occurrence or all occurrences of a series arising out of one original cause provided always that **you** will indemnify **us** in respect of any such amount for which **we** have made a payment

12. Property held in trust

damage to **property** belonging to **you** or held in trust by or borrowed, rented, leased or hired for use by **you** but this exclusion will not apply to:

- a) the personal effects including motor vehicles or their contents of any director, **business partner, member, employee, volunteer**, or visitor
- b) buildings or their contents temporarily occupied by **you** for the purpose of carrying out work therein or thereon
- c) premises or their fixtures and fittings hired, rented, leased or lent to **you** other than such **damage** if liability is assumed by **you** under a tenancy or other agreement and would not have attached in the absence of such agreement

13. Replacing or rectifying products

replacing, reinstating, rectifying, recalling, removing or guaranteeing the performance of **products** or making a refund on the price of any **product** or **damage** to the **products** themselves provided always that this exclusion will not apply in respect of liability for Efficacy and Contractual Liability arising from **your** negligence or wilful default (including wrongful advice other than where such advice has been provided for a fee)

14. Vessels and craft

liability arising from the ownership or possession or use by or on **your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.

Section 5 – special provisions

1. Discharge of liability

We may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of **costs and expenses** incurred with **our** written consent prior to the date of such payment.

2. Licensing and vetting

This part does not cover liability arising in connection with any licensable activity as defined by The Private Security Industry Act 2001 other than where:

- a) the **employees** undertaking the activity have a valid Security Industry Authority licence appropriate for the activity being undertaken unless otherwise exempted under the Approved Contractor Scheme or Section 4 of the Private Security Industry Act 2001
- b) **you** have carried out vetting of all **employees** undertaking the activity in accordance with BS7858 (2006) (or other relevant British or European Standard as appropriate to the activity being undertaken) or any subsequent British or European Standard.

In respect of each **employee** the following documents must be retained by **you** and must be made available for inspection by **us** upon request:

- i) career history for a period of 5 years commencing immediately prior to their employment or back to the age of 12 if this date is more recent
- ii) original copy of each written reference obtained
- iii) written copy (which must be made at the time) of each verbal reference obtained.

3. Limit of indemnity

The limit of indemnity stated in the schedule is **our** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

- a) **products**
- b) **pollution or contamination**

where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

Section 6 – special condition

1. Use of heat

It is a condition precedent to our liability under this part that the following precautions are complied with on each occasion of the use or application of heat as defined below by or on your behalf taking place other than on your own premises:

Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.

- a) The area in the immediate vicinity of the work including in the case of work carried out on one side of a wall or partition the opposite side of the wall or partition must be cleared of all loose combustible material. Other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material.
- b) At least 2 adequate and appropriate portable fire extinguishers in proper working order must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected.
- c) A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
- d) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.
- e) A person must be appointed by you to act as an observer to watch for signs of smoke or smouldering or flames.

Sub-paragraph e) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

Use of asphalt, bitumen, tar, pitch or lead heaters.

The heating must be carried out in the open in a vessel designed for the purpose and if carried out on a roof the vessel must be placed on a non-combustible heat insulating base.

Part C – directors and officers liability

Section 1 – special definitions

Action

- a) Breach of duty, breach of trust, breach of warranty of authority, neglect, error, misstatement, misleading statement, wrongful trading or any other wrongful acts or omissions committed or attempted by or allegedly committed or attempted by
- b) any matter claimed against

any Insured Person while acting in this capacity on behalf of the Company.

Application

Any information and/or statements or materials supplied to **us** by **you**.

Claim

Receipt by any Insured Person or the Company during the Period of Insurance of:

- a) a written demand for monetary damages
- b) a formal notice of a criminal proceeding
- c) a civil proceeding commenced by the service of a complaint or similar pleading
- d) a formal administrative or regulatory proceeding commenced by the service on any Insured Person or the Company of a notice of charges, formal investigative order or similar document against any Insured Person.

Company

You or any Subsidiary Company of **you**.

Defence costs

Fees, costs (including any premiums payable for an appeal bond or similar bond), charges and expenses (other than remuneration payable to any Insured Person or Employees of the Company) incurred with **our** written consent:

- a) in the investigation, defence, adjustment, settlement or appeal of any Claim made or brought against any Insured Person
- b) in the representation of any Insured Person at any official examination, inquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate the affairs of the Company.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the Company
- b) supplied to, hired or borrowed by the Company including persons undertaking study or work experience while employed or engaged by the Company in connection with the **business**.

Financial loss

Damages, judgments or settlements and Defence Costs incurred in respect of actions that any Insured Person becomes legally liable to pay but not:

- a) taxes, fines or penalties imposed by law
- b) the multiplied portion of any damage award, punitive damages, exemplary damages or aggravated damages which have been awarded by:
 - i) any court in the United States of America
 - ii) any court in a jurisdiction which does not permit the provision of insurance for such awards.

Insured person

Any natural person who is:

- a) a past, present or future director or officer of the Company elected or appointed according to law while acting in such capacity on behalf of the Company
- b) any Employee who is named as co-defendant with any other Insured Person
- c) acting in a managerial or supervisory capacity on behalf of the Company
- d) duly appointed by the Company as a liquidator administrator in a members' voluntary liquidation of the Company
- e) a de facto director or officer while acting in such capacity on behalf of the Company
- f) a shadow director of the Company as defined by Section 741(2) of the Companies Act 1985 (or equivalent legislation) but not including any auditor, compulsory liquidator, administrator or receiver appointed to the Company.

Limit of indemnity

Our maximum liability in the aggregate payable under this part for all Financial Loss arising from all claims made under this part is as stated in the policy schedule.

Parent company

Any company which is from time to time a holding company of the Company (as such expression is defined in section 736 of the Companies Act 1985 or equivalent legislation).

Period of insurance

The period stated in the schedule including any extension in the period agreed by **us**.

Subsidiary company

Any company in which **you**:

- a) directly or indirectly hold more than 50% of the voting rights
- b) appoint a majority of the board of directors
- c) have the right to appoint a majority of the board of directors subject to a written agreement with other shareholders.

Section 2 – the cover

a) **Insured person cover**

We will pay on behalf of any Insured Person the Financial Loss of such Insured Person in respect of any Claim made against such Insured Person other than to the extent that such Insured Person is indemnified by the Company.

b) **Company reimbursement cover**

We will pay on behalf of the Company the Financial Loss of an Insured Person in respect of any Claim made against such Insured Person but only to the extent that such Company has indemnified such Insured Person.

2.1 **Legal representatives**

We will also cover Financial Loss arising from or in consequence of any Claim made against the estates, heirs or legal representatives of any Insured Person with respect to Actions by Insured Persons committed prior to the death, incapacity, insolvency or bankruptcy of the Insured Person provided always that such estates, heirs or legal representatives satisfy the terms and conditions of this part in so far as they can apply.

2.2 **Marital estates**

We will also cover Financial Loss arising from or in consequence of any Claim first made against the lawful spouse of any Insured Person during the Period of Insurance arising solely out of his or her capacity as the spouse of any Insured Person. The cover provided by this clause is limited to Financial Loss arising from actions or proceedings for the enforcement of judgments or damages against an Insured Person which relate to the ownership of property (including marital community property) jointly held by the Insured Person and his or her spouse. This clause will not cover any Claim arising out of any act or omission of the spouse.

Section 3 – special exclusions

This part does not cover Financial Loss in respect of any Claim:

1. **Claim by company or insured person**

when such Claim is brought or maintained in whole or in part by or on behalf of the Company or any Insured Person

2. **Fraud**

arising from or in consequence of any intentionally dishonest or fraudulent act or omission or any wilful violation of any statute or regulation committed by any Insured Person if a judgment or other final decision establishes such an intentionally dishonest or fraudulent act or omission or wilful violation

3. **Injury and damage**

a) for mental or emotional distress (but not in respect of employment claims) or **injury** to any person including any consequential loss directly resulting therefrom

b) for **damage** to **property** including loss of use and any consequential loss directly resulting from that **damage**

- 4. Parent company**
made by or at the instigation of any Parent Company of the Company regardless of whether such Claim is made in the name of the Company or not
- 5. Prior circumstances**
arising from or in consequence of circumstances existing prior to the Period of insurance and which have been reported to any previous insurer
- 6. Prior litigation**
arising from or in consequence of any litigation initiated prior to or pending at the inception date of this part or alleging or deriving from the same or essentially the same facts as alleged in such prior or pending litigation
- 7. Prior official inquiry**
arising from or in consequence of any official examination, inquiry, investigation or other proceedings ordered or commissioned by a legally empowered body initiated prior to or pending at the inception date of this part
- 8. Prior to acquisition**
arising from or in consequence of the Action of any Insured Person of any company prior to becoming a Subsidiary Company
- 9. Professional services**
arising from or in consequence of the provision of or failure to provide professional services
- 10. Profit or advantage**
arising from or in consequence of any Insured Person having gained actual profit or advantage to which he or she had no legal entitlement
- 11. Public or private offering**
arising from or in consequence of any public or private offering of securities made by the Company during the Period of Insurance. If **you** wish **us** to consider providing cover for such offering then **you** must give written notice to **us** including any information **we** may reasonably require as soon as reasonably practicable.

We reserve the right to amend the terms of this part in respect of that public or private offering
- 12. Trustee**
for the infringement of obligations imposed by any statute, regulation or common law while acting in the capacity of trustee of any pension or superannuation scheme operated by or on behalf of the Company for the benefit of its Employees.

Section 4 – claims settlement

1. Defence of claim

It is the duty of an Insured Person who receives a Claim to take all reasonable steps to defend such Claim and they are not to do anything which may prejudice **our** position. **We** will have no duty to defend any Claim made under this part but for any Claim which may be covered under this part **we** will have the right:

- a) to be provided with all such information regarding the Claim as **we** may reasonably require and will be kept fully informed regarding all matters regarding the investigation, defence or settlement of any Claim; and
- b) to receive copies of all relevant documents.

In the event of any dispute between **you** and **us** regarding whether or not to contest any Claim then the procedure described in special condition 2 – Arbitration will apply.

2. Fair allocation

If a Claim:

- a) is made against any Insured Person or the Company and any defendant not insured under this part
- b) includes both Financial Loss which is covered under this part and Financial Loss together with associated Defence Costs which are not covered

we, the Insured Person and the Company will use all reasonable endeavours to determine a fair allocation between Financial Loss which is covered and Financial Loss and Defence Costs which are not covered under this part.

3. Payments

We will pay Defence Costs to Insured Persons as and when those Defence Costs fall due. Any person with no entitlement to payment of Financial Loss under the terms and conditions of this part must repay **us** any payments of Defence Costs to Insured Persons which have been made by **us**.

4. Payments on behalf of insured persons

If the Company fails to indemnify the Insured Person to the fullest extent permitted or required by law for reasons other than insolvency **we** will pay the Financial Loss on behalf of the Insured Person. **We** will then be entitled to obtain reimbursement from the Company for all payments made by **us** that would not have been made if the indemnity had been provided by the Company.

5. Written consent

Our written consent must be obtained before:

- a) any Defence Costs are incurred
- b) any legal representative is retained to defend any Insured Person to take any steps in connection with any legal proceedings that may potentially be covered by this part
- c) any Claim is settled.

We will not unreasonably withhold such consent.

Section 5 – special conditions

1. **Applicability to each person separately**

Any Application will be construed to be a separate Application for cover for each Insured Person.

No statement in any Application nor knowledge possessed by any Insured Person nor Action of any Insured Person will be imputed to any other Insured Person for the purposes of determining the availability of cover under this part.

2. **Arbitration**

All disputes and differences arising under or in connection with this part must be referred to arbitration under ARIAS Arbitration Rules. The Arbitration Tribunal will consist of 3 arbitrators, one to be appointed by the claimant, one to be appointed by the respondent and the third to be appointed by the 2 appointed arbitrators.

The third member of the tribunal must be appointed as soon as practicable (and no later than 28 days) after the appointment of the 2 party-appointed arbitrators. The tribunal will be constituted upon the appointment of the third arbitrator.

The arbitrators must be people (including those who have retired) with not less than 10 years experience of insurance or reinsurance within the insurance industry or as lawyers or other professional advisers serving the insurance industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the 2 party-appointed arbitrators fail to appoint a third within 28 days of their appointment then upon Application ARIAS (UK) will appoint an arbitrator to fill the vacancy. At any time before their appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

The tribunal has sole discretion to make such orders and directions that it considers necessary for the final determination of the matters in dispute. The tribunal has the widest discretion permitted under the law governing arbitration when making such orders or directions.

3. **Change of ownership**

If any person, entity or group:

- a) acquires more than 50% of **your** share capital
- b) acquires the majority of the voting rights in **you**
- c) assumes the right to appoint or remove the majority of **your** board of directors
- d) assumes control over the majority of the voting rights in **you** subject to written agreement with other shareholders or members
- e) merges with **you**

during the Period of Insurance then the cover provided under this part only applies in respect of Actions occurring prior to the effective date of that change of ownership.

You must give written notice to **us** of the change of ownership as soon as reasonably practicable.

4. Claims notification

It is a condition precedent that the Company or the Insured Person must provide written notice to **us** as soon as is reasonably practicable and in any event no later than 45 days after the expiry of the Period of Insurance of:

- a) any Claim
- b) notice from any person or entity of an intention to make a Claim.

Written notice must include but is not limited to a description of the Claim or circumstances, the nature of the alleged or potential damage, the names of the actual or potential claimants and the date and manner in which the Company or Insured Person first became aware of the Claim or circumstances.

If the Company or any Insured Person become aware of any circumstances which could reasonably be expected to give rise at a later date to a Claim then written notice to **us** of those circumstances will be accepted as the date of notification of a Claim under this part.

Written notice must make reference to the Action which may give rise to a Claim and the material facts which give rise to the belief that a Claim may be made.

5. Claims series

Where more than one Claim arises from one Action or from a series of Actions which are connected or which are by any means inter-related or inter-connected they will be treated as a single Claim and that single Claim will be attributed to the Period of Insurance during which the first Claim was notified.

6. Contracts (Rights of Third Parties) Act 1999

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

7. Liquidation

In the event of the liquidation of **you** or any Subsidiary Company this part will continue in force in respect of that company but only in respect of any Action prior to the liquidation. Voluntary liquidation will be treated as having occurred on the date upon which that company passes a resolution for voluntary liquidation. Compulsory liquidation will be treated as having occurred on the date upon which a petition for the compulsory liquidation of that company is presented to the relevant authorities.

8. Subrogation

When **we** pay any Financial Loss **we** will assume all rights of recovery available to any Insured Person or the Company who must give **us** all reasonable assistance in the prosecution of such rights.

Part D – professional indemnity

Section 1 – special definitions

Business

The professional services provided in the conduct of the business stated in the schedule.

Circumstance

Incident, occurrence, fact, matter, act or omission that may give rise to a Claim.

Claim

Demand for or an assertion of a right to civil compensation or civil damages or an intimation of an intention to seek such compensation or damages.

Defence Costs

Reasonable costs and expenses necessarily incurred with **our** written consent in the investigation, defence or settlement of any Claim or investigation into any Circumstance which may be the subject of indemnity under this part.

Excess

The amount stated in this policy, the schedule or any endorsement in respect of each and every Claim for which **you** will be responsible.

Insured

Firm, partnership, unincorporated organisation or the company stated in the schedule as the insured and **your** predecessors including:

- a) any current or former **business partner**, director, Member or principal or any person who becomes a **business partner**, director, Member or principal during the period of insurance
- b) any current or former **employee** or any person who becomes an **employee** during the period of insurance
- c) the personal representative of any **business partner**, director, Member, principal or **employee** in the event of their death, incapacity, insolvency or bankruptcy.

Member

A member of **your** limited liability partnership as defined in the Limited Liability Partnerships Act 2000.

Pollution or Contamination

Pollution or contamination of buildings or other structures or of water or land or the atmosphere.

Related Entity

Any individual or entity or its subcontractors or assignees:

- a) which wholly or partially own, operate or manage **you**
- b) in which **you** have an ownership interest in excess of 20%
- c) which is controlled, operated or managed by **you**.

Territorial Limits

Worldwide excluding:

- a) the United States of America
- b) Canada

and any territories under their jurisdiction.

Section 2 – cover

We will indemnify any Insured in respect of any Claim first made against any Insured and notified to us during the period of insurance including liability for claimants' costs and expenses arising out of the conduct of the Business within the Territorial limits for

- a) any breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed by any Insured
- b) any act of libel or slander committed or uttered in good faith by any Insured
- c) unintentional infringement of any intellectual property right, design right, registered design, trademark or patent committed by any Insured
- d) unintentional breach of confidence by any Insured
- e) the consequence of any loss of or damage to records associated with the Business including computer systems records held by you or for which you are legally responsible but excluding negotiable instruments of whatsoever nature. Provided always that any computer systems records are backed up no less frequently than once every 7 days or as otherwise agreed by us and such backed up records are held at a separate location

The limit of indemnity is inclusive of all Defence Costs.

Defence Costs will not be subject to any Excess.

Section 3 – special exclusions

This part does not cover

1. Asbestos

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

2. Bodily Injury and Property Damage

liability for:

- a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock sustained by any person other than emotional distress arising from libel and slander
- b) loss of or damage to property

3. Claims by Related Entities

any Claim brought by any Insured or any Related Entity unless such Claim emanates from an independent third party

4. Competition, Restraint of Trade or Taxation

liability arising from the breach of any taxation, competition, restraint of trade or antitrust legislation or regulation

5. Contractual Liability

- a) liability arising from
 - i) any express warranty, guarantee, contractual promise, indemnity, waiver, express agreement given by you
 - ii) any express acceptance by you of liability for liquidated damages

unless **you** would have been liable even if there had not been any such express warranty, guarantee, contractual promise, indemnity, waiver, express agreement given by **you** or any acceptance by **you** of liability for liquidated damages

6. Courts Jurisdiction

any Claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

7. Criminal or Malicious Acts

liability arising out of any criminal, dishonest, fraudulent or malicious act, error or omission committed by any Insured or on the direction of any **business partner**, director, Member or principal

8. Directors' and Officers' and Trustee Liability

liability while any Insured is carrying out the duties of:

- a) a director or officer of **you** or any other body corporate
- b) a trustee of any pension fund or any other employee benefit scheme

9. Employment

liability arising out of:

- a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock of any **business partner**, director, Member, principal or **employee** while in the course of their employment with **you**
- b) any obligation owed by **you** as an employer or potential employer to any director or **employee** or applicant for employment
- c) any express or implied terms of a partnership agreement or membership agreement

10. Insolvency

liability arising out of your insolvency or bankruptcy. This exclusion will not apply to any Circumstance or Claim that may be covered under this policy but for your insolvency or bankruptcy

11. Pollution or Contamination

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of:

- a) Pollution or Contamination unless arising out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed in the conduct of the Business
- b) any environmental audit.

Our liability including Defence Costs will not exceed the limit of indemnity in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule

12. Prior Circumstances and Claims

liability arising from:

- a) any Circumstance that:
 - i) **you** knew or that in **our** reasonable opinion **you** ought to have known prior to inception of this policy which may give rise to a Claim against **you**
 - ii) was notified by **you** under any other insurance policy prior to inception of this policy
 - iii) was disclosed or in **our** reasonable opinion ought to have been disclosed on **your** latest proposal to **us**
- b) any Claim made against any Insured prior to inception of this policy

13. Products and Buildings

liability arising out of any:

- a) supply, repair, alteration, manufacture, installation or maintenance of goods, materials or products
- b) construction, repair, installation, erection, removal or demolition of buildings, building works or physical structures

by any Insured, subcontractor or Related Entity

14. Property and Transport

liability arising out of the ownership, possession or use by **you** or on **your** behalf of any land, building, aircraft, watercraft, mechanically propelled vehicle or trailer

15. Punitive Damages or Fines

any amount in respect of:

- a) penalties or fines
- b) punitive or exemplary damages unless arising out of libel or slander committed or uttered by any Insured in good faith

16. Retroactive Date

liability for any Claim arising from the conduct of the Business prior to the retroactive date stated in the schedule

17. Terrorism

loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism**.

In any action or suit or other proceedings where we allege that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon **you**.

18. Virus or Similar Mechanism, Hacking or Denial of Service Attack

liability arising out of:

- a) program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs

- b) unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data
- c) any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Section 4 – special provisions

1. **Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this part is not enforceable by any third party.

2. **Discharge of Liability**

We may at any time pay in connection with any Claim the maximum amount payable under this part after deduction of any sum already paid during the period of insurance or any lower amount for which the Claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the Claim.

3. **Joint Liabilities**

If the Insured comprises more than one party **we** will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if the Insured comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

4. **Limit of Indemnity**

The limit of indemnity stated in the schedule is **our** monetary limit and applies in the aggregate to all Claims including Defence Costs made in any one period of insurance.

5. **Queen’s Counsel**

You will not be required to contest any legal proceedings unless a Queen’s Counsel or similar authority agreed upon by **you** and **us** advises that on the facts of the case such Claim may be contested with a reasonable prospect of success.

If **you** and **us** cannot agree on the appointment of a Queen’s Counsel the chairman of the Bar Council will appoint one.

Section 5 – special conditions

1. **Claims Procedures**

a) **Your Responsibilities**

It is agreed that:

- i) on the happening of any Circumstance or on receiving verbal or written notice of any Claim **you** will:
 - 1) as soon as reasonably possible give notice to **us**; and
 - 2) as soon as reasonably possible forward to **us** any Claim, writ or summons issued against any Insured and any notice of prosecution, inquest or fatal inquiry; and

- 3) at **your** own expense and as soon as reasonably possible supply full details of the Claim in writing to **us** together with any evidence and information that may be reasonably required by **us** for the purpose of investigating or verifying the Claim and keep **us** up to date with any future evidence and information received by **you** or reasonably required by **us**
- 4) in the case of notification of a Circumstance supply full particulars including all material facts, dates and persons involved and the reasons for anticipating that it is by definition a Circumstance
- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without **our** written consent.
- b) **Our Rights**
We will:
 - i) be entitled to conduct the defence or settlement of any Claim made against any Insured and they will give all assistance as may be reasonably required by **us**; and
 - ii) be entitled to appoint legal counsel; and
 - iii) be entitled to take the benefit of any rights of any Insured against any other party before or after any Insured has received indemnification under this policy and they will give all assistance as may be reasonably required by **us**; and
 - iv) treat any Circumstance notified during the period of insurance which subsequently gives rise to a Claim after the period of insurance as a Claim first made during the period of insurance.
- c) **Prejudice**
 Where in **our** opinion **you** have prejudiced the handling of or the settlement of any Claim the amount payable in respect of such Claim including Defence Costs will be reduced to such an amount as in **our** opinion would have been payable in the absence of such prejudice.

2. **Sole Agent**

It is agreed that:

- a) if more than one person, company or entity forms **you** the person, company or entity set out as **you** in the schedule will act for itself and be deemed to act as sole agent for every other person, company or entity forming part of **you** and all insured persons, companies or entities are deemed to have consented and agreed that rights of action under this policy are not assignable except with **our** prior written consent
- b) **you** have the sole right to file notice or proof of loss or make a claim
- c) **you** have the sole right to bring legal proceedings arising under or in connection with this policy
- d) knowledge possessed or discovery made by any person, company or entity forming part of **you** or by any **business partner**, director or officer, Member, principal, departmental head or other senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or discovery made by all other persons, companies or other entities forming part of **you**.

Our complaints procedure

Our commitment to customer service

We value the opportunity to look into any concerns you may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with your usual contact at Zurich or your broker or insurance intermediary as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks or if you remain dissatisfied following receipt of our final response letter you may be able to ask the FOS to formally review your case. You must contact the FOS within six months of our final response.

The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a "fixed line" (for example a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

or e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect your legal rights.

The FOS can help with most complaints if you are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If you are unsure whether the FOS will consider your complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of your complaint.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.



CommunityMark
developed by Business in the Community

Camberford Law plc is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register Number is 121476 and you can confirm our status and permissions at www.fsa.gov.uk/register/home.do or by contacting the FCA on 0800 111 6768.

Registered in England No: 608819. Registered Office: Lygon House, 50 London Road, Bromley, Kent, BR1 3RA.

Zurich Insurance plc.

A public limited company incorporated in Ireland Registration No. 13460

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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