

Welcome

Welcome and thank you for choosing to buy your block combined insurance policy from Caunce O'Hara Insurance Brokers Limited underwritten by Markel International Insurance Company Ltd .

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

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

The insurance contract

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

The cover provided

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

It is important that:

- **you** check that the sections you have requested are included in the schedule
- **you** check that the information **you** have given **us** is accurate – see 'our reliance on the information provided to us' in the 'important information' section
- **you** notify Caunce O'Hara Insurance Brokers Ltd as soon as practicable of any inaccuracies in the information **you** have given **us**
- **you** comply with **your** duties under this policy

Exclusions

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

The meaning of highlighted words

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

Important information

How to make a claim

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

- writing to our claims team at Markel UK Limited, Verity House, 6 Canal Wharf, Leeds LS11 5AS, or
- emailing our claims team – claimsuk@markel.com

quoting your policy number and the name of the policyholder shown in the policy schedule.

If you wish to discuss a claim you can phone our claims team on 0345 355 2227

Things you must do

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

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

Fraudulent claim

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

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

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

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

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

Our reliance on the information provided to us

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

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

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

A 'fair presentation of the risk' is one

- which discloses to **us** every material circumstance which **you** know of or ought to know of, or

- gives **us** sufficient information to put **us** on notice that we will need to make further enquiries for the purpose of revealing those material circumstances, and
 - which makes that disclosure in a manner which is reasonably clear and accessible to us
- and
- in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

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

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

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

How to cancel this policy

You can cancel this insurance at any time by writing to Caunce O'Hara Insurance Brokers Limited.

We can cancel this insurance by giving **you** 30 days' written notice. **We** will only do this for a valid reason, examples of valid reasons are:

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

Cooling-off period

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

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

whichever is the later.

Refund of premium

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

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

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

If the premium is paid by instalments the way **we** calculate the return premium may differ, please refer to general condition 3 (premium payment).

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact Caunce O'Hara Insurance Brokers Limited.

In the event that **you** remain dissatisfied or have any complaints about your policy or the handling of a claim and wish to make a complaint **you** can do so at any time by either writing to:

Legal and Regulatory

Markel International Insurance Company Ltd

20 Fenchurch Street

London

EC3M 3AZ

or emailing complaints@markelintl.com

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

The Financial Ombudsman Service (FOS)

The FOS is an independent service in the UK for settling disputes between consumers, micro-enterprises, small businesses, small charities, trustees and businesses providing financial services. You can find out more information on the FOS at www.financial-ombudsman.org.uk

The contact details for the FOS are:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

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

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

Website: www.financial-ombudsman.org.uk

FOS operates a dispute resolution facility for consumers, micro-enterprises, small businesses, small charities and trustees. There are certain situations in which you will not be able to refer your complaint to FOS. If you are unsure whether you are able to refer your complaint, please contact FOS directly on the details provide above. Making a complaint does not affect your right to take legal action.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from FSCS if **we** are unable to meet **our** obligations to **you** under this insurance.

If **you** are entitled to compensation from FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

Language

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

Regulatory authorities

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

Data protection

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

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

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

Information notices

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

You agree to provide to each individual insured **our** short form information notice set out in **our** proposal forms or risk profiles on or before the date that the individual becomes an individual insured under **your** insurance cover or, if earlier, the date that you first provide information about the individual to **us**.

Minimisation and notification

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

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

Rights of third parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 (or any amendment or re-enactment of the Act) to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

Sanctions limitation

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

Brexit

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where the regulatory risk location is within the European Economic Area (EEA) excluding the **United Kingdom**.

Choice of law

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

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

Definitions

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

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

Insured, you, your, yours means in respect of section of cover 1 'professional liability':

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

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

- the estate, and/or
- the heirs, and/or

the legal representatives (including anyone to whom their rights or liabilities have been legally transferred or anyone appointed to act for them). In addition, if **you** request **us** to **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

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

In respect of section of cover 2 'employers' liability' and section of cover 3 'public/products liability' **insured, you, your, yours** means:

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

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

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

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

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

Business means **your** activities, profession or occupation that **you** have told **us** about and which **we** have confirmed are acceptable to **us** for the purpose of this insurance and in addition under sections of cover 2 'employers' liability' and 3 'public/products liability) it also includes:

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

Computer equipment means any

- computer
- electronic data processing device, equipment or system

and includes any

- hardware
- software programme instruction
- data
- component

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

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

Contamination means the

- contamination
- poisoning
- prevention or limitation of use

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

Costs and expenses means legal costs and expenses incurred

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

but does not include

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

Document means

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

and documents of the same kind.

- separable program, instruction or data for physical incorporation into any computer system that belong to **you** or for which **you** are legally responsible and which are in **your** custody or control (or the custody or control of any person they have been entrusted, lodged or deposited by **you**) in the ordinary course of **your professional services**.

Employee means in respect of section of cover 1 'professional liability' any person (other than a director of **yours**) who is (or was or who may be in the future):

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

and who are working for **you** in connection with **your professional services**.

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

Under sections of cover 2 'employers' liability' and 3 (public/products liability) **employee** means any person who is or was, or who may become at some time in the future

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

and who is working for **you**

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

or, is a **personal service company**

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

- the amount in respect of the acts of dishonesty of a **personal service company** under section of cover 1 'professional liability' is £5,000
- the amount in respect of all other claims is shown in the policy schedule.

Injury means

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

Limit means the maximum amount **we** will pay. The amount is shown in the policy schedule.

Market value means the market value of the **plant** immediately prior to its total loss or destruction.

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

Mould event means any actual, alleged or threat of:

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

mould.

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

Personal service company means any person under a contract for service provided, or supplied or recommended by **you** in the course of **your business** to a third party undertaking the **services**.

Plant means constructional plant and equipment, lifting gear, cherry pickers or fork lift trucks operated by a **personal service company**

Pollution means the

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

of any irritant or contaminant.

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

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

Product means any goods or products, including

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

which are

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

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

Professional services means the following services performed by

- **you** or on **your** behalf
- the **predecessors**

in connection with **your business** including but not limited to:

- bookkeeping,
- PAYE (Pay As You Earn) calculation,

- VAT (Value Added Tax) returns,
- processing of expenses,
- advice regarding company formation,
- collection and payment of income, or
- contract drafting

to **your personal service company**

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

Retroactive date means the date **you** commenced **your**

- **professional services.**
- **services**

Services means the activities of **your personal service companies** in the course of **your business** which **we** have confirmed are acceptable to **us** for the purpose of this insurance.

Terrorism means any act of terrorism (including the use or threat of violence) of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for:

- political,
- religious,
- ideological,
- or similar purposes including the intention to influence or overthrow any government (whether by right or not) and/or
- putting the public or any section of the public in fear.

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

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

War means

- war
- invasion
- act of foreign enemies
- hostilities or warlike operations (whether or not war is declared)
- civil war
- rebellion

- revolution
- insurrection
- civil commotion assuming the proportions of or amounting to an uprising

mutiny or usurped power.

Wrongful act means in respect of section of cover 1 (Professional indemnity), any actual or alleged

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

In respect of section of cover 3 (Public /Products Liability) **wrongful act** means any

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

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

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

Section 1 - Professional liability

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

What is covered

a1 Claims brought by the **personal service company** - civil liability

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

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

committed during the carrying out of **your professional services to personal service companies**

a2 Claims against the **personal service company** - Civil liability

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

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

committed during the carrying out of the **personal service company's services**

a3 Claims against the umbrella for the **personal service companies** activities - Civil liability

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

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

committed during the carrying out of **personal service company's services**

What we will pay

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

However, if **your** legal liability arises in any way from the dishonesty of a **personal service company** and it is not excluded under 'what is not covered' then the most **we** will pay in the period of insurance shown in the policy schedule for

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

is £50,000 or the **limit whichever is the least**.

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

b Loss of documents

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

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

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

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for any one claim or series of claims arising from a single event plus all **costs and expenses** is the **limit**.

We will not pay **you** if the destruction, damage, loss or mislaying of the **document** arises in any way from the

- failure, or
- the failure to produce the desired or intended result

of any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system occasioned other than through its physical destruction or damage.

c Compensation for court attendance

If at **our** request

- any director or partner of **yours**, or
- any **employee**
- any **personal service company**

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

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

for each day on which attendance is required.

d Data Protection Legislation Prosecution Defence Costs

We will pay 80% of **your** or the **personal service company's costs and expenses** arising from any proceedings brought under the

- Data Protection Act 1998

- any legislation amending or re-enacting the act such as General Data Protection Regulations (GDPR)

which is first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for any one claim or series of claims arising from a single event plus all **costs and expenses** is the **limit**.

e Ombudsman awards

We will pay **you** for **your** or the **personal service company's** legal liability for damages and costs awarded and/or any monetary awards made against **you** by the ombudsman of any scheme recognized by a competent authority for a civil liability covered under section of cover 'a' Civil liability above.,

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for any one claim or series of claims arising from a single event plus all **costs and expenses** is the **limit**.

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

Section 2 - Employers liability

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

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

What is covered

a Employers liability

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

Provided always that

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

We will also pay

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

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for any one claim or series of claims arising from a single event plus all **costs and expenses** is the **limit**.

b Compensation for court attendance

If at **our** request

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

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

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

for each day on which attendance is required.

c Health and safety at work

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

- the Health and Safety at Work Act 1974, or

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

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

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

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for any one claim or series of claims arising from a single event plus all **costs and expenses** is the **limit**. This amount is inclusive of and not additional to the amount **we** will pay under 'a' employers liability

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

d Unsatisfied court judgments

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

Provided always that

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

What we will pay

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

e Indemnity to principal

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

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

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

Section 3 - Public/products liability

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

What is covered

a Public liability

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

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

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

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

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for any one claim or series of claims arising from a single event plus all **costs and expenses** is the **limit**.

In addition

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

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

b Products liability

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

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

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

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for any one claim or series of claims arising from a single event plus all **costs and expenses** is the **limit**.

In addition

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

c Health and safety at work

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

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

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

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

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for any one claim or series of claims arising from a single event including all **costs and expenses** is the **limit**.

This amount is inclusive of and not additional to the amount **we** will pay under

- section 1 public liability, and
- section 2 products liability.

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

d Extensions to the public liability cover

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

1 Indemnity to principal

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

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

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

2 Overseas liability

The cover provided by this section of cover (public liability) is extended to include **wrongful acts** occurring anywhere in the world in when outside of the **United Kingdom** in connection with **your business** but only in respect of **injury** and/or loss or damage to material property.

Despite exclusion 13 of this section of cover **we** will not pay **you** or any legal liability that results from an agreement that **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

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

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

is the **limit**.

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

3 Optional Extension: Drivers' negligence

We will only pay **you** if this extension is shown as operative in the policy schedule. If this extension is not shown as operative in the policy schedule **we** will not pay **you**.

We will pay **you** for **your** legal liability in respect of material damage to any motor vehicle

- belonging to
- leased to
- rented to
- borrowed
- hired to

the end client whilst

- being driven by, or
- in the care custody or control of

a **personal service company** where the contract with the end client makes **you** responsible for the material damage.

We will not pay **you** where the driver supplied by **you** has any driving conviction code endorsements other than

- Construction and Use Offences CU10, CU20, CU30, CU40, CU50, CU80
- Miscellaneous Offences MS10, MS20, MS30, MS70, MS80
- Speed Limits SP10, SP20, SP30, SP40, SP50
- Traffic Direction and Signs TS10, TS20, TS30, TS40, TS50, TS60, TS70
- Motorway Offences MW10
- Provisional Offences PL10, PL20, PL30
- Pedestrian Crossings PC10, PC20, PC30
- Parking Offences

We will not pay **you** where the driver has more than 9 points under the Driving Conviction Code totting up process

We will not pay **you** if the driver has been involved in 2 or more accidents and/or driving claims in the past three years where the driver was at fault.

We will only pay **you** if the driver has held a valid **United Kingdom** driving licence permitting the driver to drive the vehicle type for a minimum of one year.

We will not pay **you** unless the driver has worked as a driver for at least 90 days in the past year.

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

We will not pay **you** for damages caused by depreciation, wear and tear, mechanical or electrical breakdown unless caused by a negligent act or error or omission of the driver supplied by **you**

We will not pay **you** for loss destruction or damage to tyres caused by brakes, punctures, bursts or cuts

We will not pay **you** for loss, destruction or damage to any device designed for the purpose of transmitting or receiving of radio, mobile phone or navigation signals

We will not pay **you** for loss, destruction or damage caused by or happening through rust, corrosion, inherent defect or any process of cleaning, restoration, alteration or repair or any climatic or atmospheric conditions or extremes of temperature.

We will not pay **you** for loss, destruction or damage caused by any wilful or wanton act of any driver supplied by **you**

We will not pay for any loss destruction or damage sustained whilst the vehicle is racing, pacemaking or speed testing

We will not pay **you** for loss, destruction or damage of vehicle accessories or spare parts other than in the event of a total loss to the vehicle

We will not pay **you** for loss, destruction or damage to **plant**

What we will pay

The most **we** will pay for all claims in total in the period of insurance shown in the policy schedule shall not exceed £50,000 or the **limit** whichever is the least.

The most **we** will pay in respect of any claim or series of claims arising from the same originating cause is £10,000 or the **market value** of the vehicle in the event of total loss or destruction of the vehicle, whichever is the lessor.

We will not pay the first £500 of any claim or series of claims arising from the same originating cause. This must be paid by **you**.

4 Optional Extension - Plant operators' negligence

We will only pay **you** if this extension is shown as operative in the policy schedule. If this extension is not shown as operative in the policy schedule **we** will not pay **you**.

We will pay **you** for **your** legal liability where a **personal service company** causes material damage to **plant**. **We** will also pay **you** the costs which **you** incur in moving a disabled vehicle to the nearest repairer.

If a valid licence is required to operate the plant **we** will only pay **you** if the **personal service company** holds such licence.

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

We will not pay **you** for damages caused by depreciation, wear and tear, mechanical or electrical breakdown unless caused by a negligent act or error or omission of the driver supplied by **you**

We will not pay **you** for loss, destruction or damage to tyres caused by brakes, punctures, bursts or cuts

We will not pay **you** for loss, destruction or damage to any device designed for the purpose of transmitting or receiving of radio, mobile phone or navigation signals

We will not pay **you** for loss, destruction or damage caused by or happening through rust, corrosion, inherent defect or any process of cleaning, restoration, alteration or repair or any climatic or atmospheric conditions or extremes of temperature.

We will not pay **you** for loss, destruction or damage caused by any wilful or wanton act of any operator supplied by **you**

We will not pay for any loss, destruction or damage sustained whilst racing, pacemaking or speed testing

We will not pay **you** for loss, destruction or damage to accessories or spare parts other than in the event of a total loss to the **plant**

What we will pay

The most **we** will pay for all claims in total in the period of insurance shown in the policy schedule shall not exceed £50,000 or the **limit** whichever is the least.

The most **we** will pay in respect of any claim or series of claims arising from the same originating cause is £10,000 or the **market value** of the vehicle in the event of total loss or destruction of the vehicle, whichever is the lessor.

We will not pay the first £500 of any claim or series of claims arising from the same originating cause. This must be paid by **you**.

Exclusions

What is not covered (exclusions)

1 Abuse

We will not pay the **employee** or the **personal service company** under section of cover 1 'professional liability' or 3 (public/products liability) where legal liability arises from physical, emotional or sexual abuse, or acts of hurting, injuring mentally or physically by maltreatment or misuse.

2 Activities

We will not pay **you** or a **personal service company** for a loss that is otherwise covered under this policy if the loss arises from or involves

- working in the capacity of actuary or independent financial advisor
- working in the capacity of investment banker, commodity broker, stocks and shares or floor traders
- working in the capacity of solicitor, lawyer or barrister other than when working for a local authority in an advisory role
- asbestos removal or disposal
- working in the capacity of pilot, aircraft or ship crew
- pipe jacking or tunnelling work
- working underground or within the mining industry

3 Anti-trust

We will not pay **you** or the **personal service company** under section of cover 1 'professional liability' in respect of any claim or proceedings arising from the violation of any law or regulation designed to prevent any anti-trust competitive practices, cartel or price fixing activity or abuse of dominant position or any breach of taxation requirements.

4 Asbestos

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

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

or exposure to asbestos or materials or products containing asbestos.

5 Circumstances known at inception

If **you** or the **personal service company** knew or ought to have known of any circumstances that existed prior to the date that section of cover 1 'professional liability' started then **we** will not pay for any legal liability that arises from such circumstances under this section of cover.

6 Confiscation

Other than under section of cover 1 'professional liability', **we** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

7 Contractual liability (public liability)

Under section of cover 3'a' (public liability) **we** will not pay **you** where **your** legal liability arises from any agreement **you** have entered into to pay penalties or liquidated damages if **your** liability is increased beyond that applicable in the absence of the agreement.

8 Contractual liability (products liability)

Under section of cover 3'b' (products liability) **we** will not pay **you** for any legal liability that results from an agreement that **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

9 Coronavirus (COVID-19)

We will not cover any claim under section of cover 'professional liability' for any loss that is caused by or arises in any way from

- Coronavirus (COVID-19)
- severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- a mutation or variation of SARS-CoV-2
- a threat, fear or likelihood of infection with any of the above

10 Directors and officers

We will not pay **you** or the **personal service company** under section of cover 1 'professional liability' where legal liability arises in any way from or involves the performance or non-performance by

- **you**, or
- any director or member of **yours**, or
- any **employee**
- any **personal service company**

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

11 Dishonest and malicious acts

We will not pay **you** or the **personal service company** under section of cover 1 'professional liability' where legal liability results from any

- dishonest,

- fraudulent,
- criminal, or
- malicious

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

In addition:

- no one will be entitled to payment in respect of any legal liability and/or **costs and expenses** resulting from their dishonest, fraudulent, criminal or malicious act or omission or from condoning such an act or omission.
- **we** will deduct from any amount payable by **us**:
 - any amounts due from **you** or the **personal service company** to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
 - any amounts held by **you** or the **personal service company** and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
 - any amount recovered following action in accordance with general condition 2 (subrogation) of this policy.

12 Electronic data

Other than under section of cover 1 'professional liability' **we** will not pay **you** for loss, destruction, damage, distortion, erasure, corruption or alteration of **electronic data** from any cause (including **computer virus**) or any resulting loss of use, reduction in functionality, cost, or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption or alteration.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion.

13 Employers liability

We will not pay **you** or the **personal service company** under sections of cover 1 'professional liability' and 3 'public/products liability' where legal liability arises in any way from

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

14 Financial interest

We will not pay **you** or the **personal service company** under section of cover 1 'professional liability' for any claim made against **you** or the **personal service company** by

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

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

15 **Fines and penalties**

We will not pay you or a personal service company for any

- fine or penalty
- non-compensatory damages.

16 **Healthcare professional**

We will not pay you or the personal service company under sections of cover 1 'professional liability' and 3 'public/products liability' where legal liability arises from you or the personal service company acting in the professional capacity of doctor, surgeon, physician, midwife, nurse, dentist, radiographer, sonographer, anaesthetist or paramedic.

17 **Insolvency or bankruptcy**

We will not pay you or the personal service company under section of cover 1 'professional liability' where legal liability arises in any way from your or the personal service company's insolvency or bankruptcy.

18 **Intellectual property rights**

We will not pay you or the personal service company under section of cover 1 'professional liability' for any claim alleging any breach of intellectual property rights including:

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

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

19 **Independent Financial Advice**

We will not pay you or the personal service company under section of cover 1 'professional liability' where legal liability arises from or in any way involves work regulated by the Financial Services and Markets Act 2000, or any legislation amending or re-enacting the act.

20 **Joint ventures**

Under sections of cover 1 'professional liability' and 3 'public/products liability' if **you** or the **personal service company** are part of a joint venture or consortium **we** will only cover **you** or the **personal service company** for legal liability arising from **your** or the **personal service company's** own acts or omissions; **we** will not pay **you** or the **personal service company** where legal liability arises from the acts or omissions of other members of the joint venture or consortium.

21 **Legal action**

We will not pay you or the personal service company

- where the claim is brought in a court of law within the United States of America or Canada, and/or
- where action for damages is brought in a court within the United States of America or Canada to enforce a foreign judgement.

22 Motor vehicles or vessels

Except under the cover provided under optional extension – Drivers' Negligence, **we** will not pay **you** under section of cover 3 'public/products liability' where **your** legal liability arises in any way from the ownership, possession or use by **you** or on **your** behalf of

- any mechanically propelled vehicle for which insurance or security is required under road traffic legislation,
- anything that is made or intended to travel through water or air, however, this exclusion shall not apply to hand propelled watercraft of up to 8 metres in length when used on inland waterways.

23 Non-performance fees

We will not pay **you** under section of cover 1 'professional liability' those fees which **you** or the **personal service company** client refuses to pay or seeks to claim back from you arising from your total failure or alleged total failure to perform the deliverables within a contract between **you** or the **personal service company** and any person with whom **you** have entered into a contract to provide services or deliverables in the course of

- **your business**, or
- **personal service company's services**

However, **we** will pay **you** if these fees form part of a covered claim under sub-section 'a' civil liability of this section of cover.

24 Offshore

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

This exclusion does not apply to the first £5,000,000 of any claim or series of claims arising from the same original cause if 'offshore' is shown as operative in respect of section of cover 2 'employers' liability' and 3 'public/products liability' in the policy schedule.

Where 'offshore' is shown as operative in respect of this section of cover in the policy schedule **we** will not pay **you**

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

25 Other insurance

We will not pay **you** or the **personal service company** where they or **you** have a right to payment under any other insurance.

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

26 Penalties or liquidated damages

We will not pay **you** or the **personal service company** under section of cover 1 'professional liability' where legal liability arises from any agreement **you** or the **personal service company** have entered into to pay penalties or liquidated damages if **your** or the **personal service company** liability is increased beyond that applicable in the absence of the agreement.

27 Pensions, stocks and shares and taxes

We will not pay **you** or the **personal service company** under section of cover 1 'professional liability' for any claim arising from the operation of any pension, retirement or superannuation scheme, trust fund or programme created for the benefit of any person.

28 Pollution

Under section of cover 1 'professional liability' **we** will not pay **you** or the **personal service company** where legal liability arises from or in any way involves **pollution**.

Under section of cover 3 'public/products liability' **we** will not pay **you** where **your** legal liability arises in any way from

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

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

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

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

29 Products

We will not pay **you** under section of cover 3 'public/products liability'

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

30 Professional services

We will not pay **you** under section of cover 3 'public/products liability' where **your** legal liability arises in any way from

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

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

31 Property

We will not pay **you** or the **personal service company** under section of cover 1 'professional liability' where legal liability arises in any way from the ownership, possession or use by **you** or the **personal service company** or on **your** or the **personal service company** behalf of any

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

32 Property damage

We will not pay **you** where **your** legal liability under section of cover 3 'public/products liability' arises in any way from loss or damage to

- property that belongs to **you**, or
- property or that part of any property on which **you** or anyone acting on **your** behalf are or have been working where the loss or damage is a direct result of the work, or
- property that is in **your** charge, custody or control or in the charge, custody or control of an **employee**, other than the personal property of **your** directors, partners, visitors or **employees**.

33 Radioactive contaminations and sonic bangs

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

34 Referred activities

We will not pay **you** or an **personal service company** for a loss that is otherwise covered under this policy if the loss arises from or involves

- working in the fire and security industries
- working in the rail industry
- working offshore (including oil rigs and oil platforms)
- working in the car production industry (including motor racing)
- working in the aviation industry
- working in the capacity of steeplejack, scaffolder, tree surgeon, aerial rigging, rope access work
- the demolition or demolition related activities
- working in the capacity of bodyguard or security consultant

However, **we** will pay **you** if

- **you** have given **us** any additional information **we** require, and
- **you** have agreed to any terms and/or additional premium **we** require, and
- **we** have agreed and confirmed in writing that this activity is acceptable to **us**

35 Retroactive date

We will not pay **you** or the **personal service company** under section of cover 1 'professional liability' where **your** legal liability arises from the carrying out of

- **your professional services**, or
- the **personal service company's services**

prior to the **retroactive date**.

36 Saturation

We will not pay **you** or an **personal service company** for a loss that is otherwise covered under this policy if the loss arises from or involves activities undertaken in a conveyance at a depth of 50 metres or lower underwater.

37 Stocks, shares or securities

We will not pay **you** or the **personal service company** in respect of any claim or proceedings arising from

- the buying, selling or dealing of any share, debenture, stock, security or similar financial instrument, or
- the misuse of information relating to any share, debenture, stock, security or similar financial instrument.

However, **we** will pay **you** or the **personal service company** where legal liability arises in any way from **your** act, error or omission when supplying or recommending an **employee** in the course of **your business**.

38 Trading losses

We will not pay **you** or the **personal service company** under section of cover 1 'professional liability' where legal liability arises in any way from any

- trading losses, or
- trading liabilities, or
- any debts incurred

by any business managed by or carried on by **you** or the **personal service company**.

39 War risks and terrorism

We will not pay **you** or a **personal service company** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you** and/or the **personal service company**.

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

This exclusion does not apply to the first £5,000,000 of any claim or series of claims arising from the same original cause under section of cover 2 (employers liability)

Claims conditions that apply to this policy

1 Notification of claims

You must notify **us** in writing as soon as possible in respect of all claims or requests for payment of

- any claim made against **you** or an **personal service company**
- the receipt of any communication of an intention to make a claim against **you** or a **personal service company**
- the discovery of any act of fraud or dishonesty by any **employee** or any reasonable cause for suspicion of fraud or dishonesty by an **employee**
- any circumstance of which **you** or an **personal service company** shall become aware which is likely to give rise to
 - a claim against **you** or an **personal service company**, or
 - **you** or a **personal service company** seeking payment under this policy

you must give **us**

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

In respect of professional liability **your** notification to **us** must be within the period of insurance shown in the policy schedule.

If **you** comply with the above then any subsequent

- claim made, or
- request for payment

will be regarded as having been made, instigated or requested during the period of insurance shown in the policy schedule.

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

2 General claims handling

- **you** must give **us** the information and co-operation that **we** may reasonably request
- **you** must not do anything which might prejudice **us**
- **you** must take all reasonable steps to prevent any further claim or request for payment under this policy
- **you** must not admit liability or settle any claim or incur any **costs and expenses** without **our** written consent
- **you** must tell the police as soon as possible of any damage or loss involving theft or attempted theft, malicious damage or vandalism or any loss of **money**

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

3 Defence of claims

- **We** are entitled to take over the defence or settlement of any claim in **your** name.
- Under section of cover 1, professional liability, **you** will not be required to contest any legal proceedings unless a mutually agreed counsel advises that the proceedings should be contested. **You** are entitled at **your** own risk to contest any claim or legal proceedings which in **our** opinion

should be compromised or settled but, if **you** choose to do this, **we** will not be liable for any loss incurred as a result of **your** refusal to compromise or settle the claim or legal proceedings.

4 Payment of indemnity limit

We are entitled at any time to pay **you**:

- the **limit** (or as much of it as remains available), or
- any lesser sum for which any claim can be settled.

If **we** do this **we** will not be under any further liability to **you** in respect of the claim.

5 Electronic data processing media valuation

Despite any provision relating to the basis of settlement of any request for payment under this policy, if electronic data processing media insured by this policy suffers physical damage that is insured by this policy then the basis of valuation will be the cost of the blank media plus the cost of copying the electronic data from back-up or from originals of a previous generation.

If the media is not repaired, replaced or restored the basis of valuation will be the cost of the blank media.

The costs will not include

- research and engineering or any costs of recreating, gathering or assembling the electronic data.
- any amount relating to the value of the electronic data to **you** or any other party even if the electronic data cannot be recreated, gathered or assembled.

6 Loss of documents

Any payment under section of cover 1b, loss of documents, must be supported by bills or accounts which will be subject to **our** approval.

General Conditions

1 Disclosure clause

Under section of cover 1 'professional liability' **you** must have provided the **proposal** with reasonable skill and care and after having made all reasonable and appropriate enquiries.

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

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

2 Subrogation

We will be entitled to take over and undertake in **your** name or in the name of the **personal service company** all **your** rights of recovery against anyone before or after any payment under this policy.

You or the **personal service company** will give **us** all the assistance **we** may require to exercise those rights of recovery.

We agree not to exercise those rights under section of covers 1 'professional liability' against any director or member of **yours** or any **employee** unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director, member or **employee**.

3 Premium payment

Despite any other conditions relating to cancellation, if payment of the premium has been arranged on a deferred basis with a premium finance company which has entered into a contractual agreement with Markel (UK) Limited to provide premium credit facilities, then it is agreed that

- if payment of any instalment to the premium finance company is overdue, Markel (UK) Limited may, in accordance with the authority granted to the premium finance company by **you** under the terms of the Credit Agreement, accept cancellation instructions from the premium finance company and will allow a return pro-rata premium to the premium finance company provided there have been no claims or circumstances known or reported to **us** during the period of insurance shown in the policy schedule
- all premiums due or returned will be processed by the premium finance company in accordance with the Credit Agreement.

If payment of the premium has been arranged on a deferred basis with Counce O'Hara Insurance Brokers Limited then it is agreed that **we** will accept cancellation instructions from Counce O'Hara Insurance Brokers Limited with effect from the date the premium becomes overdue.

4 Notice

Any notice under this policy will be regarded as given

- to **us** if sent by first class prepaid post to Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds, LS11 5AS
- to **you** or the **personal service company** if sent by post to **your** last known address.

5 Multiple insureds

Our liability under each section of cover is as shown in the section of cover. **Our** liability shall not be varied or regarded as varied because of the number or type of **insureds** or claims under the section of cover.

6 Non-aggregation

If payment is available under more than one section of cover, the total amount payable under any one section of cover will be reduced by any amount payable under any other section of cover.

7 Breach of terms not relevant to the actual loss

If **you** or the **personal service company** fail to comply with a term (express or implied) of this policy (other than a term that defines the risk as a whole) and compliance with the term would tend to reduce the risk of a loss, either

- of a particular kind, and/or
- at a particular location, and/or
- at a particular time

we cannot rely on the breach of the term to exclude, limit or discharge **our** liability under this policy if **you** or the **personal service company** show that the failure to comply with the term could not have increased the risk of loss which actually occurred in the circumstances in which it occurred.

8 Breach of the duty of fair presentation

(a) breach of duty prior to entering into the contract of insurance

If **you** or the **personal service company** breach the duty of fair presentation prior to entering into this insurance contract, the remedies available to **us** are:

- if the breach of the duty of fair presentation is deliberate or reckless:

- **we** may avoid this policy and refuse all requests for payment, and
- **we** need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, **our** remedy will depend upon what **we** would have done if **you** or the **personal service company** had complied with the duty of fair presentation
 - if **we** would not have entered into the contract of insurance at all **we** may avoid this policy and refuse all requests for payment and will return the premium paid
 - if **we** would have entered into the contract of insurance but on different terms (other than terms relating to the premium), this policy will be treated as if it had been entered into on those different terms from the outset
 - in addition, if **we** would have entered into the contract but would have charged a higher premium **we** may proportionately reduce the amount to be paid under this policy and, if applicable, any amount already paid in the same proportion as the premium **we** would have charged bears to the premium actually charged

(b) **breach of duty prior to entering into a variation of this contract of insurance**

If **you** or the **personal service company** breach the duty of fair presentation prior to entering into a variation of this insurance contract, the remedies available to **us** are:

- if the breach of the duty of fair presentation is deliberate or reckless:
 - **we** may treat this policy as having been terminated from the time when the variation was concluded, and
 - **we** need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, **our** remedy will depend upon what **we** would have done if **you** or the **personal service company** had complied with the duty of fair presentation
 - if **we** would not have agreed to the variation at all **we** may treat the contract as if the variation was never made and will return any extra premium paid
 - if **we** would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms from the outset

in addition, if either

- **we** would have increased the premium by more than **we** did or at all, or
- **we** would not have reduced the premium as much as **we** did or at all, then

we may proportionally reduce the amount to be paid under this policy arising out of events after the variation.

9 **Calibration procedures and maintenance**

You must ensure that all equipment utilised for the purpose of **your business** and/or **professional services** is calibrated and/or maintained in accordance with the manufacturer's recommendations.

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

This condition does not apply to section of cover 3 (employers liability).

10 **Maintenance of rights and remedies**

You must maintain all **your** rights and remedies against all service providers, designers, consultants or contractors that **you** engage.

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

10 Premium adjustment

Under sections of cover 2 'employers liability' and 3 'public/products liability' **you** must ensure that, within 3 months of **your** financial year end, **you** tell **us** in writing the turnover, wage roll or income earned by **you** in the preceding financial year.

If what **you** tell **us**

- is less than the estimated turnover, wage roll or income declared by **you** for the relative period, we will allow a pro rata return of the premium paid by **you** on the estimated turnover, wage roll or income but not exceeding 50% of the premium paid.
- is greater than the estimated turnover, wage roll or income declared by **you** for the relative period, **you** will pay **us** a pro rata addition to the premium paid by **you** on the estimated turnover, wage roll or income

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