Kingsbridge Professional Risks SME Combined Policy

Effected through Kingsbridge Contractor Insurance **a division of Kingsbridge Risk Solutions Limited**
9 Miller Court, Tewkesbury, Gloucestershire GL20 8DN

Kingsbridge Risk Solutions Limited is authorised and regulated by the Financial Conduct Authority. Our FCA reference number is 309149

Underwritten by **Accredited Insurance (Europe) Limited – UK Branch.**

Accredited Insurance (Europe) Limited – UK Branch (UK Company Number: BR021362; FRN:608422) is the UK Branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and Principal place of Business at Development House, St Anne Street, Floriana, FRN 9010 Malta.

Accredited Insurance (Europe) Limited is licensed in accordance with the Insurance Business Act, 1998 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business, and together with its UK Branch, is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority.

Contents

Contents 2
Preamble 3
Data Protection 4
Important Notes 7
Our Complaints Procedure 8
General Definitions 10
Section 1: Employers' Liability 16
Section 2: Public and Products Liability 18
Section 3: Professional Indemnity 23
Section 4: Directors' & Officers' and Company Reimbursement 27
Section 5: Personal Accident Insurance 28
General Exclusions 30
General Conditions 33
Reporting a Claim 36
General Claims Conditions 36

Preamble

This **Policy** is a contract between **You** and **Us** and is based upon the information **You** have given on **Your Proposal** and any other information **You** have supplied.

We will insure **You** under those sections stated in the **Schedule** during any **Period of Insurance** for which **We** have accepted **Your Premium**.

We have agreed to insure **You** under the terms, conditions, limitations and exclusions in this policy and any endorsements.

This policy is a legal contract and it is important that **You** read it carefully to ensure that it meets with **Your** requirements. If it does not meet **Your** requirements then **You** should not proceed to purchase the insurance.

This policy, the **Schedule** (including any **Schedule** issued in substitution) and any endorsements, shall be considered one contract. However, each Section shall be considered as separate coverage subject to the specific terms, conditions, limitations and exclusions of that Section. Any wording or definitions to which a specific meaning has been attached in any Section shall bear such meaning within that Section only.

When **You** take out, renew or make changes to the cover provided by this policy, **You** must take reasonable care to ensure that **You** accurately answer any questions which **We** ask of **You** and that any information **You** give **Us** is accurate. If **You** are taking out this policy for purposes which are mainly related to **Your** trade, business or profession, **You** must also let **Us** know about all facts which are material to **Our** decision to provide **You** with insurance. Failure to meet these obligations could result in this policy being invalidated, a claim not being paid, or an additional **Premium** being charged.

First Underwriting Limited is an intermediary and not an insurer. First Underwriting Limited has not made any personal recommendation regarding the sale of this policy.

This **Policy** is issued by Kingsbridge Contractor Insurance ('Kingsbridge') on behalf of First Underwriting Limited in accordance with the authority Accredited Insurance (Europe) Limited – UK Branch ('Accredited') have granted to First Underwriting Limited under the terms of a contract between First Underwriting Limited and Accredited. That contract makes First Underwriting Limited the **Agent** of Accredited and gives them the authority to perform certain acts on Accredited's behalf but this does not affect **Your** rights to claim or make a complaint.

Authorised Signature

Colin Johnson
Director
Accredited Insurance (Europe) Limited – UKBranch

Jacqueline Boast
Chief Executive Officer
First Underwriting Limite

Data Protection

How We Use Personal Information

We hold personal information in accordance with the Data Protection Act 2018, or any equivalent provision under any subsequent amending or replacement legislation; or in respect of the General Data Protection Regulation ('GDPR') 2018.

The type of personal information **We** will collect includes basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, **Claims** and convictions information and where **You** have requested other individuals be included in the arrangement, personal information about those individuals.

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 and **Our** selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet **Our** legal or regulatory obligations; (iii) where **You** have provided the appropriate consent; (iv) for **Our** 'legitimate interests'.

It is in **Our** legitimate interests to collect personal information as it provides **Us** with the information that **We** need to provide **Our** services more effectively including providing information about **Our** products and services. **We** will always ensure that **We** keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

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 against this **Policy We** may share personal information provided to **Us** with other companies within Accredited and with business partners including companies inside and outside the European Economic Area. If **We** do transfer personal information 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.

Data Processing

First Underwriting Limited and Accredited are the data controllers and processors in respect of **Your** personal data. This means that **We** decide how **Your** personal data is processed and for what purposes, and **We** process **Your** personal data.

We comply with **Our** obligations under the Data Protection Act 2018 by keeping personal data up to date, by storing and destroying it securely, by not collecting or retaining excessive amounts of data, by protecting personal data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect personal data.

Use of Personal Information

We use personal information for the following purposes:

a. To assess **Your** request for insurance, provide a quotation and administer **Your** policy;

b. To undertake the performance of a contract of insurance to which **You** are a party;
c. To administer **Your Claims** and third-party **Claims**;
d. To prevent fraud and financial crime;
e. statistical analysis and management information;
f. audits, system integrity checking and risk management;
g. To send marketing information about **Our** products and services if **We** have received specific consent from **You**.

There is no obligation to provide **Us** with personal information, but if **You** do not, **We** may not be able to provide products or services or administer claims.

Profiling and Automated Decision Making

We may use automated decision making, which includes profiling in **Our** assessment of insurance risks and for the administration of policies. This is used to help **Us** decide whether to offer insurance, determine prices and validate claims.

Collection of Personal Information

We collect the following types of personal information to allow **Us** to complete the activities described under 'use of personal information' above:

a. Individual details such as name, address, phone numbers, age, gender, marital status, dependents, employment status and job title;
b. Financial details such as bank account or credit card information;
c. Identification details such as a passport number or national insurance number;
d. Background insurance checks including previous policy information and claims history;
e. Special categories of data including criminal convictions.

Where we collect Personal Information From

We may collect information about **You** from the following sources:

a. **You** or **Your** family members;
b. **Your** representatives;
c. Information **You** have made public (such as via social media);
d. Credit reference or fraud prevention agencies;
e. Emergency services, law enforcement agencies, medical and legal practices;
f. Insurance industry registers and databases used to detect and prevent insurance fraud;
g. In the event of a claim, insurance investigators, claims service providers, claimants or witnesses;
h. Other service providers or provider services for **Our** products.

Sharing of Personal Information

We may need to share **Your** personal information with other recipients which could include:

a. Approved service providers or suppliers or other group companies that provide support services;
b. Fraud prevention or credit reference agencies or other agencies that carry out work on **Our** behalf such as the Insurance Fraud Bureau (IFB);
c. insurers, reinsurers, underwriters, regulators, law enforcement or Ombudsman Services;
d. Purchasers of the whole or part of **Our** business.

Retention of Personal Information

We keep personal information only for as long as is necessary to administer the policy or manage **Our** business or as required for legal or regulatory purposes.

Use and Sharing of Special Categories of Personal Information

Special categories of personal information under Data Protection Legislation include medical history, disabilities, motoring or criminal convictions. **We** may need to collect and process this information for the purposes of evaluating the risk and/or administering **Your** policy or a claim. **You** or any person covered under this **Policy** must provide explicit verbal or written confirmation to such information being processed by **Us**. **We** will only share this information

in accordance with appropriate laws and regulations or where it is essential to administer the policy or when dealing with a **Claim**.

Your Rights

You have the right regarding any personal information that **We** hold to:

a. Restrict or object to **Us** processing it and **We** will agree to either stop processing or explain why **We** are not able to;
b. Access the personal information **We** hold about **You** subject to certain restrictions;
c. Ask **Us** to update any data that is incomplete or correct any inaccurate information;
d. Ask **Us** to delete the information from **Our** records if it is no longer needed for the original purpose;
e. Ask **Us** for an electronic copy so it can be used for **Your** own purposes;
f. Ask **Us** to stop processing the information if the processing is based solely on individual consent;
g. Find out about any automated decisions **We** make that affect Your insurance premiums.

If **You** have any questions about how **We** use personal information or if **You** wish to exercise any of **Your** rights or to complain if **You** feel that **Your** personal information has been mishandled, **You** can contact **Our** Data Protection Officer as follows by e-mailing:

1. In respect of Accredited Insurance (Europe) Limited – UK Branch: data.enquires@rqih.com
2. In respect of First Underwriting Limited: dataprotection@firstuw.com

You also have the right to complain directly to the Information Commissioners Office (ICO) whose details can be found at www.ico.org.uk

Important Notes

Fraud Prevention And Detection

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

- check **Your** personal data against counter fraud systems
- use **Your** information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review **Your** claims history
- share information about **You** with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in **Your** case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. **You** may face fines or criminal prosecution. In addition, Accredited may register **Your** name on the Insurance Fraud Register, an industry-wide fraud database.

Claims History

We may pass information relating to Claims or potential Claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau and run by Insurance Database Services Ltd (IDSL), and other relevant databases.

We and other insurers may search these databases when **You** apply for insurance, when claims or potential claims are notified to **Us** 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.

Our Complaints Procedure

Commitment to Customer Service

We are committed to providing a high level of customer service. If **You** feel **We** have not delivered this, **We** would welcome the opportunity to put things right for **You**.

Many concerns can be resolved straight away. Therefore, in the first instance, please get in touch with:

Complaints Manager
First Underwriting Ltd
The Gherkin
30 St Mary Axe
London, EC3A 8EP

A summary of **Our** complaints handling process is available on request and will also be provided to **You** when acknowledging a complaint.

Many Complaints Can Be Resolved Within A Few Days Of Receipt

If **We** can resolve **Your** complaint to **Your** satisfaction within the first few days of receipt, **We** will do so. Otherwise, **We** will keep **You** updated with progress and will provide **You** with **Our** decision as quickly as possible.

Next Steps If You Are Still Unhappy

The Financial Ombudsman Service (FOS)

If **You** are not happy with the outcome of **Your** complaint, **You** may be able to ask the Financial Ombudsman Service to review **Your** case.

We will let **You** know if **We** believe the ombudsman service can consider **Your** complaint when **We** provide **You** with **Our** decision. The service they provide is free and impartial, but **You** would need to contact them within six (6) months of the date of Our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Telephone: 08000 234567 (free on mobile phones and landlines)
Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider **Your** complaint, **You** may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

Office Of The Arbiter For Financial Services

You may also be able to refer **Your** complaint to: Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356) 212 49245 if **You** are not satisfied with **Our** final response or **We** have not responded within fifteen (15) working days. **You** will have to pay EUR 25.00 at the time of making **Your** complaint to the Arbiter to use this service.

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk in situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit www.financialarbiter.org.mt.

The Financial Services Compensation Scheme (FSCS)

We are covered by the 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.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit www.financialarbiter.org.mt.

General Definitions

The following words will have the same meaning wherever they appear in this **Policy**, whether expressed in the singular or the plural, unless otherwise stated. To help identify these words they will appear in **bold** in the **Policy**. In addition:

a. words expressed in one gender shall include all genders; and
b. references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings within this policy are included for convenience only and will not form part of this policy.

ACCIDENT

Sudden, unforeseen and fortuitous identifiable event and the word accidental shall be construed accordingly.

ACCIDENTAL BODILY INJURY

Identifiable physical injury sustained by an **Insured Person** during the **Period of Insurance** and **Operative Time** which is caused by an **Accident** and which solely and independently of any other cause, except sickness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within twelve (12) calendar months from the date of the **Accident.**

BENEFIT PERIOD

The maximum period of temporary disablement, (not necessarily consecutive), in respect of any one **Accident**, for which a benefit may be payable.

BODILY INJURY

Death, injury, illness, disease or nervous shock.

BUSINESS

The occupation stated in the **Schedule**.

CLAIM

In respect of Section 1: Employers' Liability, Section 2: Public and Products Liability and Section 3: Professional Indemnity, **Claim** shall mean:

a. a verbal or written notice of demand by a claimant for compensation or damages from **You** or the assertion of a right against **You**;
b. any notice of intention, whether orally or in writing to commence legal proceedings against **You**;
c. any writ, statement of Claim, Claim form, summons, application or other legal or arbitral process, cross-Claim, counterclaim or third party or similar notice served on **You.**

In respect of Section 4: Directors' & Officers' and Company Reimbursement only, **Claim** shall mean:

a. any writ or summons or other application of any description whatsoever or cross-claim or counter-claim issued against or served upon any **Director and/or Officer** for any **Wrongful Act**; and/or
b. any written communication alleging a **Wrongful Act** communicated to any **Director and/or Officer**.

In respect of Section 5: Personal Accident, Claim shall mean a request for payment under the **Policy**.

CLEAN UP COSTS AND EXPENSES

The costs and expenses of remedying the effects of **Pollution** incurred by **You** or for which **You** are legally liable and which are imposed on **You** by any government or statutory authority responsible for implementing or enforcing environmental protection legislation or regulations.

COLLATERAL WARRANTY AGREEMENT

A contract under which **You** warrant to a third party that **You** have complied with **Your** professional appointment, building contract or sub-contract with another party.

COMPUTER

Any information and/or communication technology system, device or equipment including any hardware, software or firmware.

COSTS AND EXPENSES

Reasonable legal costs and legal expenses incurred by **You** or on **Your** behalf with **Our** prior written and continuing consent (such consent shall not unreasonably be withheld) in relation to the investigation and defence of any **Claim** covered under this **Policy**, including any appeal issued in connection with a **Claim**.

Costs and Expenses shall not include **Your** own Costs and Expenses, salaries, remuneration for **Employees** or any other internal expenses, overheads, fees or benefit of **Yours**.

DEFERMENT PERIOD

A period at the beginning of a period of **Temporary Total Disablement** in respect of any one **Accident** during which a benefit is not payable.

DELIVERABLES

Any software, hardware, firmware, cabling or electronic equipment.

DIRECTOR AND/OR OFFICER

a. Any natural person who was or is or during the **Period of Insurance** becomes a director or officer of **Your Business** or is construed so to be within the meaning of any applicable law or regulation governing such matters; and
b. The estates, heirs or legal representatives of any person in a. above who has died or become incapacitated but only in respect of a **Claim** against that person.

The term Director and/or Officer shall only include a **Family Member** of the Director and/or Officer or any other person who has been agreed in writing by **Us**.

DOCUMENT

a. All documents excluding stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, drafts, postal orders, money orders, bills of exchange, promissory notes, securities, negotiable instruments and the like; and
b. Separable programmes, instructions or data for physical incorporation into any **Computer** belonging to **You** or for which **You** are legally responsible, whilst in **Your** custody, or in the custody of any person to whom or with whom they have been entrusted, lodged or deposited by **You** in the ordinary course of **Your Business**.

EMPLOYEE

a. Any person working in a clerical or admin capacity for **You** in **Your Business**
b. Any other fee earner who has been agreed in writing by **Us** whilst working for **You** in **Your Business** as evidenced in **Your Schedule**.

FALL-ARREST EQUIPMENT

Full body harness, shock absorbing lanyard and connecting hook which conform to the European Committee for Standardisation standards.

FAMILY MEMBER

Any person who is **Your** spouse or common law partner, child, parent, grandparent, sibling, in-laws and step siblings/children.

FUNGI

Any fungus or mycota or any by product or type of infestation produced by such fungus or mycota including, but not limited to, mould, mildew, mycotoxins, spores or any biogenic aerosol.

GROSS WEEKLY WAGE

The Gross Weekly Wage will be the **Insured Person's** average weekly wage based upon the thirteen (13) weeks immediately preceding the date of the **Accidental Bodily Injury** and information for this calculation must be provided by **You** upon request. Failure to provide full information could affect the amount of benefit payable. Gross Weekly Wage shall be deemed to include wages, dividends and expenses for the purposes of this calculation.

HIJACK

Unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof, on or in which an **Insured Person** is travelling as a passenger. Hijack shall be deemed to include illegal holding of an **Insured Person** hostage against his will.

HOT WORKS

Work of any kind that is, but not limited to, grinding, cutting, welding, use of blow lamps or torches, application of hot bitumen or any other operation involving heat or the application of heat or flame.

INSURED PERSON

The person named as the **Insured Person** in the **Schedule** and any **Employee**.

LOSS

In respect of Section 4 Directors & Officers and Company Reimbursement only; Loss shall mean the legal liability of the **Directors and/or Officers** to pay:

a. damages or costs awarded against the **Directors and/or Officers**;
b. settlements as agreed by **Us** (such agreement shall not unreasonably be withheld);
c. **Costs and Expenses.**

LOSS OF HEARING

The total and irrecoverable loss of hearing.

LOSS OF LIMB

Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

LOSS OF SIGHT

Shall be deemed to have occurred:

a. in both eyes once the name of the **Insured Person** has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and **We** are satisfied that the condition is permanent and without expectation of recovery;
b. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (meaning seeing at three feet that which the **Insured Person** should see at sixty feet) and **We** are satisfied that the condition is permanent and without expectation of recovery.

LOSS OF SPEECH

The total and irrecoverable loss of use of the power of audible and intelligible speech.

MARINE VESSEL

A vessel or craft designed to move across or through water.

MEDICAL SERVICES

All healthcare services provided by a surgical, medical or dental practitioner, nurse, midwife, ambulance personnel, and paramedic or by any other person acting under the control of or supervision of such persons. It is deemed that counsellors, social workers, speech therapists, occupational therapists and audiologists shall not fall within this definition.

OCCURRENCE

One event or series of events attributable to an originating source or cause.

OFFSHORE

From the time of embarkation by an **Insured Person** onto a conveyance at the point of final departure to an offshore rig, vessel, platform or installation until disembarkation by that **Insured Person** from a conveyance on to land upon return.

OPERATIVE TIME

Whilst in pursuit of the normal occupational duties of the **Insured Person** in connection with **Your Business**. Whilst the **Insured Person** is travelling directly between their own residence and place of employment.

PERIOD OF INSURANCE

The period stated in the **Schedule**.

PERMANENT PARTIAL DISABLEMENT

Disablement which, in **Our** opinion, will in all probability exist for the remainder of the life of the **Insured Person**, other than from **Loss of Hearing**, **Loss of Limb(s)**, **Loss of Sight**, **Loss of Speech** or **Permanent Total Disablement** and, without reference to the occupation of the **Insured Person**, the benefit payable shall be assessed in accordance with the relevant percentage (shown in the **Scale of Benefits** below) of the sums insured shown in the **Schedule**.

SCALE OF BENEFITS

I.	Loss of one joint of thumb of either hand	30%
II.	Loss of more than one joint of thumb of either hand	30%
III.	Loss of one joint of forefinger	20%
IV.	Loss of more than one joint of forefinger	20%
V.	Loss of one joint of any other finger	10%
VI.	Loss of more than one joint of any other finger	10%
VII.	Loss of both joints of one big toe	15%
VIII.	Loss of one joint of one big toe	15%
IX.	Loss of both joints of any other toe	5%
X.	Loss of one joint of any other toe	2%
XI.	Permanent total loss of use of shoulder or elbow	25%
XII.	Permanent total loss of use of wrist, hip, knee or ankle	20%
XIII.	Removal by surgical operation of lower jaw	30%

If an **Insured Person** sustains disablement, which is not shown in the Permanent Partial Disablement Scale of Benefits, the benefit payable shall be calculated by assessing the degree of disability relative to the Scale of Benefits, without reference to the occupation of the **Insured Person**.

PERMANENT TOTAL DISABLEMENT

Disablement which in the opinion of a **Qualified Medical Practitioner**, will in all probability entirely prevent the **Insured Person** from engaging in their usual occupation for the remainder of their life.

PLATFORM OR SCAFFOLDING

Includes any access platform or scaffolding that has a main guard rail of at least 910mm above the edge, a toe board at least 150mm high and an intermediate guard rail or other barrier so that there is no gap more than 470mm.

POLICY

a. All terms, provisions, exclusions, conditions and limits of indemnity set out in this **Document**;
b. The **Schedule**, notices and other **Documents** attaching from time to time;
c. All endorsements incorporated and issued for incorporation in this **Document** all of which shall be read together and constitute the contract of insurance.

POLLUTION

The discharge, dispersal, release or escape of any solid, liquid, gaseous, or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, **Fungi**, viruses, bacteria, fumes, acids, alkalis, chemicals and waste (including, but not limited to material to be recycled, reconditioned or reclaimed) and all loss, damage or injury directly or indirectly caused by such pollution.

PREMIUM

The amount stated in the **Premium** receipt plus all applicable taxes at the rates from time to time in force together with any additional **Premium** agreed by endorsement.

PRINCIPAL

The other party to a contract or agreement for whom **You** are undertaking work or services or providing **Products** where such party is responsible for setting out the terms of the contract or agreement.

PRODUCTS

Any tangible products or goods (including containers, labelling, instructions or advice provided in connection therewith) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **You** in the course of the **Business**.

PROPERTY

Property which is both material and tangible.

PROPOSAL

The proposal bearing the date stated in the **Schedule** and containing particulars and statements given in writing and/or entered directly into the Kingsbridge website and/or the proposal answers provided verbally, together with any other information supplied to **Us**.

QUALIFIED MEDICAL PRACTITIONER

A doctor or specialist, who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not an **Insured Person**, the partner of an **Insured Person**, or a member of the immediate family of an **Insured Person**.

SCHEDULE

The **Schedule** of insurance attaching to and forming part of this **Policy** together with any renewal **Schedule** and endorsements.

SUBSTITUTE

A replacement service provider who replaces **You** in the provision of the contracted services to **Your** client solely by virtue of a substitution clause in **Your** contract with the client.

TEMPORARY TOTAL DISABLEMENT

Temporary disablement which entirely prevents an **Insured Person** from undertaking their usual **Business** or occupation.

TERRITORIAL LIMITS

Worldwide, unless otherwise endorsed on the **Schedule.**

TERRORISM

Any action, threat of action, or attempt at action, by any individual(s) or group(s) of individuals or body or organisation(s), whether acting alone, on behalf of, or in concert with any other body, organisation, or Government, where such action, threat, or attempt is designed to influence, intimidate, or coerce, any government or international governmental organisation or the population or any section of the population, or any community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, or ideological cause. Terrorism also means **Terrorism** in accordance with the definition of **Terrorism** in the Terrorism Act 2000.

TRADE SECRET

Information that is not generally known or readily obtainable via proper means by another person, and has actual or potential economic value.

UNITED KINGDOM

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

UNLAWFUL ASSOCIATION

Any organisation which is engaged in **Terrorism** and includes any organisation which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000 (UK) or any amendment or re-enactment thereof.

VIRUS OR SIMILAR MECHANISM

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 operation whether involving self-replication or not. **Virus or Similar Mechanism** includes but is not limited to trojan horses, worms and logic bombs.

WAR

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether **War** be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **Property** by or under the order of any government or public or local authority.

WE/US/OUR

Accredited Insurance (Europe) Limited – UK Branch.

WRONGFUL ACT

Any actual or alleged wrongful act or omission committed by any **Director and/or Officer** arising from their performance of **Directors' and/or Officers'** duties solely in their capacity as **Your Director, Officer** or **Employee**.

Related or continuous or repeated or causally connected wrongful acts shall constitute a single wrongful act.

YOU/YOUR

The person or entity named in the **Schedule**. **You/Your** shall not include any subsidiary or associated company.

Section 1: Employers' Liability

Insuring Clause

Subject to the terms, conditions, limitations and exclusions of this **Policy**, **We** will indemnify **You** under this Section against, all sums which **You** shall become legally liable to pay as damages, claimants costs and **Costs and Expenses**, in the event of **Bodily Injury** caused during the **Period of Insurance** and sustained by any **Employee** which arises out of and in the course of their employment by **You** in the **Business** provided that such **Bodily Injury** is caused:

I. within the **United Kingdom**;
II. elsewhere in the world in respect of temporary non-manual visits by any **Employee** provided that such **Employee** is normally resident in the **United Kingdom**.

Employers' Liability Compulsory Insurance Clause

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of liability to **Employees**.

If however **We** pay any sum which would not have been paid but for the provisions of such law then **You** shall repay such sum to **Us**.

Limit Of Indemnity

I. The maximum amount payable by **Us** under this Section shall in respect of any one **Occurrence** be the amount specified in the **Schedule** as the limit of indemnity.

II. **Our** liability for all compensation payable to any one claimant or any number of claimants in respect of or arising out of any one **Occurrence** shall not exceed the limit of indemnity.

III. The limit of indemnity shall be the maximum amount payable including **Costs and Expenses**.

IV. Notwithstanding anything contained in limit of indemnity Clause I above, **Our** liability under this Section for damages including claimants costs and **Costs and Expenses** payable in respect of any one **Claim** arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of **Terrorism** shall not exceed GBP5,000,000.

V. Notwithstanding anything contained in limit of indemnity Clause I above, **Our** liability under this Section for damages including claimants costs and **Costs and Expenses** payable in respect of any one **Claim** arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos shall not exceed GBP5,000,000.

Extensions

I. Unsatisfied Court Judgments.

In the event that:

a. a judgment for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any **Employee** in respect of **Bodily Injury** caused during any **Period of Insurance** arising out of and in the course of their employment by **You** in the **Business**;
b. it remains unsatisfied in whole or in part six (6) months after the date of such judgment.

We will indemnify the **Employee** or their personal representative up to the limit of indemnity for the amount of damages and awarded costs which remain unsatisfied provided that:

a. there is no appeal outstanding;
b. any payment made by **Us** shall only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of this Section of the **Policy**;
c. any payment made by **Us** shall only be in respect of liability for which **You** would have been entitled to indemnity under this Section of the **Policy** if the judgment had been made against **You**;
d. **We** shall be entitled to take over and prosecute for **Our** own benefit any **Claim** against any other party and **You**, the **Employee** or their personal representatives shall give all information and assistance required.

Exclusions Specific To Section 1 Employers' Liability

We will not indemnify **You** under this Section in respect of liability:

I. for **Bodily Injury** to an **Employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation;
II. arising **Offshore**.

Section 2: Public and Products Liability

Insuring Clause

We agree, subject to the terms, conditions, limitations and exclusions of this **Policy** to indemnify **You** under this Section in respect of all sums for which **You** shall become legally liable to pay as damages, claimant's costs and **Costs and Expenses** arising out of or consequent upon:

I. **Bodily Injury** to any person other than any **Employee**,
II. loss of or damage to **Property**,
III. obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water,

occurring during the **Period of Insurance** within the **Territorial Limits** and arising out of the **Business** or caused by the **Products.**

Limit Of Indemnity

I. The maximum amount payable by **Us** in respect of any one **Occurrence** shall not exceed the limit of indemnity specified in the **Schedule** irrespective of the number of **Claims** or claimants, but
II. the maximum amount payable by **Us** in any one **Period of Insurance** in respect of liability arising from or caused by the **Products** shall not exceed the limit of indemnity specified in the **Schedule** irrespective of the number of claims or claimants.
III. **Costs and Expenses** are payable in addition to the limit of indemnity specified in the **Schedule**.

Extensions

These Extensions are subject to all other terms of this **Policy** insofar as they can apply unless otherwise stated.

I. **Defective Premises**

We will indemnify **You** in respect of liability for **Bodily Injury** or loss of or damage to **Property** arising in respect of any premises disposed of by **You**.

This indemnity does not apply to any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.

II. **Leased Premises**

We will indemnify **You** in respect of liability for loss of or damage to premises (or fixtures or fittings therein) which are leased to **You**.

This indemnity does not apply in respect of liability for:

a. loss or damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such an agreement;
b. the first GBP250 of such loss or damage.

III. **Contingent Liability (non-owned vehicles)**

We will indemnify **You** in respect of legal liability for **Bodily Injury** and loss of or damage to **Property** arising out of the use of any motor vehicle which is not **Your Property** or leased or hired to **You** and is not provided by **You** whilst being used in connection with the **Business.**

This indemnity does not apply in respect of:

a. **Loss** of or damage to such vehicle;
b. **Bodily Injury** or loss of or damage to **Property** while such vehicle is being driven by **You;**
c. liability arising from circumstances in which it is compulsory for **You** to insure or provide security in respect of such **vehicle** as a requirement of relevant Road Traffic Act legislation;
d. a vehicle being used outside the **United Kingdom**.

IV. **Overseas Personal Liability**

When any **Insured Person** is temporarily visiting a country outside the **United Kingdom**, **We** will provide indemnity to such **Insured Persons** and to any spouse or child of such **Insured Persons** accompanying them

against liability incurred in a personal capacity for **Accidental Bodily Injury** or Loss of or damage to **Property** occurring during such visit.

V. **Data Protection Legislation**

We will provide an indemnity to **You** against legal liability to pay damages and **Costs and Expenses** in respect of material or non-material damage arising under Section 168 or Section 169 of the Data Protection Act 2018 or any equivalent provision under any subsequent amending or replacement legislation; or in respect of the General Data Protection Regulation ('GDPR') 2018.

However, this Extension shall not apply in respect of:

a. the payments of fines or penalties;
b. the costs of replacing, reinstating, rectifying or erasing any personal data;
c. liability arising from or caused by a deliberate act or omission of any person eligible for an indemnity by this Extension if the result thereof could reasonably have been expected by **You** or any other person having regard to the nature and circumstances of such act or omission;
d. claims which arise out of circumstances notified to previous insurers and known to **You** at inception of this policy;
e. liability where indemnity is provided by any other insurance.

VI. **Car Park and Cloakroom Liability**

We will provide indemnity against legal liability in respect of accidental loss of or damage to vehicles or personal effects of other persons which **You** hold in trust or in **Your** custody or control as long as:

a. they are not being stored by **You** for a fee or other consideration;
b. they are not held in trust by **You** or in **Your** custody or control for the purpose of work being carried out on such **Property**.

VII. **Clean Up Costs**

Notwithstanding Common Exclusion **Pollution**, **We** will indemnify **You** under this **Policy** against liability in respect of any **Clean Up Costs and Expenses** caused solely by a sudden, identifiable, unintended and unexpected release of contaminants into watercourse for which **You** are responsible and where such release takes place during the **Period of Insurance** subject to the following:

a. **We** shall not indemnify **You** against liability in respect of **Clean Up Costs and Expenses** happening anywhere in the United States of America or Canada or any of their overseas territories
b. **We** shall not indemnify **You** in respect of any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever;
c. **Our** liability to pay **Clean Up Costs and Expenses** shall be limited in the aggregate in respect of any one **Period of Insurance** to GBP50,000.

VIII. **Consumer Protection Act and Food Safety Act**

We will provide indemnity to **You** up to the limit of indemnity in respect of:

a. costs of prosecution awarded against **You;** and
b. legal fees and expenses incurred with **Our** consent in the defence of and arising from criminal proceedings brought or in an appeal against conviction in respect of breach of Part ll of the Consumer Protection Act 1987 or Section 7 and 8 of the Food Safety Act 1990 as long as the proceedings relate to an offence committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.

The indemnity will not apply:

a. to fines or penalties of any kind; or
b. where indemnity is provided by any other insurance; or
c. in respect or proceedings consequent upon any deliberate act or omission.

IX. **Pollution**

Notwithstanding Common Exclusion **Pollution We** will indemnify **You** under this Section of the **Policy** against liability in respect of **Bodily Injury** or loss of or damage to **Property** caused solely by **Pollution** which results

from a sudden, identifiable, unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance** provided that:

a. all **Pollution** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
b. **We** shall not indemnify **You** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada or any of their overseas territories;
c. nothing in these provisos shall increase **Our** liability to pay damages, costs, fees and expenses in excess of the limit of indemnity in the **Schedule** in the aggregate in respect of any one **Period of Insurance**.

Exclusions Specific To Section 2 Public And Products Liability

We will not indemnify **You** under this Section against liability:

I. for loss of or damage to **Property** belonging to **You** or in **Your** custody or control other than:
   a. **Property** including motor vehicles belonging to a visitor;
   b. any premises including contents (not being premises leased to **You**) which are temporarily occupied by **You** for the purpose of carrying out work in or to such premises.
II. arising from the ownership, possession or use under **Your** control of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.
III. arising out of the ownership, possession or use by **You** or on **Your** behalf of any aircraft or other aerial devices, hovercraft, **Offshore** installation or watercraft (other than hand- propelled or wind- powered watercraft whilst on inland waterways).
IV. caused by or arising out of advice, design or specification given by **You** for a fee; or professional services rendered by **You** or on **Your** behalf.
V. for the costs incurred by anyone in:
   a. recalling or making refunds in respect of any **Products;**
   b. contract works executed by **You** or on **Your** behalf;
   c. remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by **You**.
VI. for the costs incurred in the repair, reconditioning, replacement, removal or breaking out of any **Products** or part thereof.
VII. arising out of loss or damage to **Products**.
VIII. for the first amount of each **Occurrence** arising out of damage stated as the excess in the **Schedule**.
IX. arising out of Data Protection Legislation other except as provided for under the Data Protection Legislation Extension.

Extensions Applicable To Section 1 And 2

These Extensions are subject to all other terms of this **Policy** so far as they can apply unless otherwise stated.

I. **Contractual Liability / Indemnity to principal**

Notwithstanding Common Exclusion Contractual Liability, **We** will indemnify **You** under these Sections of the **Policy** in respect of liability arising out of or consequent upon **Bodily Injury** or loss of or damage to **Property** as follows:

To the extent that any contract or agreement entered into by **You** with any **Principal** so requires, **We** will indemnify **You** against liability assumed by **You** in respect of liability which arises out of the performance by **You** of such contract or agreement provided that:

a. the conduct and control of **Claims** is vested in **Us**; and
b. the indemnity granted by Section 1 – Employers' liability shall apply only in respect of liability to any **Employee**; and
c. nothing in this Extension shall increase **Our** liability to pay any amount in excess of the limit of indemnity under any Section of this **Policy**.

II. **Cross Liabilities**

If **You** comprise of more than one party, **We** will treat each party as though a separate **Policy** had been issued to each of them.

However, nothing in this Extension shall increase **Our** liability to pay any amount in excess of the one limit of indemnity under any Section of this **Policy**, regardless of the number of parties covered under this **Policy**.

III. **Compensation For Court Attendance**

In the event of any **Insured Person** attending court as a witness at **Our** request in connection with a **Claim** in respect of which **You** are entitled to indemnity under this **Policy**, **We** will provide compensation at the following rates for each day on which attendance is required:

a. any Director or Officer GBP200 per day;
b. any **Employee** GBP100 per day

subject to a maximum aggregate limit in the **Period of Insurance** of GBP5,000.

IV. **Legal Expenses Arising From Health and Safety legislation**

In the event of:

a. any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the **United Kingdom;**
b. an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975.

We will provide indemnity up to the limit of indemnity against legal fees and expenses incurred in representing **You** in such proceedings, including appeals against the results of such proceedings, as long as the proceedings relate to an act, omission, incident or alleged act, omission or incident which has been committed during the **Period of Insurance** within the **United Kingdom** and in the course of the **Business**.

This indemnity will not apply:

a. in respect of fines or penalties of any kind;
b. to proceedings consequent upon any deliberate act or omission on **Your** part;
c. where **You** have effected a legal expenses insurance **Policy** to persons other than **You**.

V. **Waiver of Subrogation**

Notwithstanding Common Exclusion Contractual Liability, where any contract or agreement entered into by **You** so requires **We** will waive rights of subrogation against any party specified in the contract or agreement provided that **You** shall arrange for such parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this **Policy** so far as they can apply.

This is Extension shall not apply where any rights of recourse are waived by **You** subsequent to the occurrence of the relevant incident.

This shall take precedence over General Conditions – Subrogation.

Conditions Specific To Section 2 Public And Products Liability

i. Heat Application Condition and Restriction of Limit of Indemnity

It is a condition precedent to **Our** liability under this **Policy** that the following precautions are be complied with in relation to any following work carried out away from **Your Premises**:

A. Work involving application of heat including, but not limited to the use of any blow lamp, blow torch, flame gun or hot air gun, electric gas or other welding cutting, portable grinding equipment or other form of naked flame;
   i. The area in which work is to be carried out (including adjoining shafts or openings and the area the other side of any wall or partition) is to be inspected and wherever practicable all combustible material is to be removed to a distance not less than 10 metres from the point of work. Where such material cannot be removed it must be covered by overlapping sheets of non-combustible material or afforded equivalent protection;
   ii. Suitable fire extinguishing appliances, not less than 2 in number, are to be kept available for immediate use at the point of work. Fire extinguishers should be full and in working order with a capacity of at least 6 litres and located no more than 2 metres from the area of work;
   iii. All burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use;

iv. Hot air guns are to be switched off when unattended and immediately after use;
v. All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use;
vi. A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off;
vii. Wherever practicable gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work;
viii. A continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition). A further check is to be made 30 minutes and again at 60 minutes immediately following the completion of each period of work. A suitable **Employee** is to be responsible for fire safety for each period of work and to damp down the area of the proposed work whilst the hot works is being carried out and for at least 15 minutes following any interruption to and/or cessation of the hot work;
ix. any work involving the application of heat is only carried out by a suitably experienced **Employee** or contractor;
x. any work involving the application of heat will cease at least 1 hour before work at the premises finishes for the day.

B. Work involving asphalt or bitumen tar boilers;
i. Regulation spill trays are to be used
ii. All tar boilers are to be kept wholly at ground level
iii. The equipment and work is not to be left unattended at any time whilst in use
iv. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
v. Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition)

C. No such work shall be carried out unless specifically authorised by the occupier of the premises at which the work is to be undertaken and that the occupier has specifically approved the following safety arrangements.

If **You** do not comply with this condition, **We** may not pay **Your** claim.

Section 3: Professional Indemnity

Insuring Clause

We agree, subject to the terms, conditions, limitations and exclusions of this **Policy** to indemnify **You** under this Section in respect of:

I. Damages and claimants' costs which **You** shall become legally liable to pay in connection with any **Claim** first made against **You** and notified to **Us** during the **Period of Insurance** in respect of any civil liability arising out of the conduct of **Your Business** within the **Territorial Limits**;

II.
   a. Costs and Expenses;
   b. the reasonable and necessary costs of repair, replacement and/or reconstitution of any Document which has been unintentionally destroyed, damaged beyond reasonable use, lost or mislaid during the Period of Insurance and which after diligent search cannot be found.

Legionella

We agree, subject to the terms, conditions, limitations and exclusions of this **Policy** to indemnify **You** under this Section of the **Policy** in respect of any **Claim** first made against **You** and notified to **Us** during the **Period of Insurance** arising out of Legionella Pneumophila or any mutant, derivative or variation thereof provided that such **Claim** arises directly from a negligent act, error or omission committed by **You** in the provision of any technical or engineering advice, design, specification, plan or formulae or in the provision of risk management advice and/or consultancy.

We shall not be liable to indemnify **You** in respect of any **Claim** directly or indirectly caused by, contributed to by or arising from **Your** faulty or defective workmanship.

Collateral Warranty

We agree, subject to terms, conditions, limitations and exclusions of this **Policy** to extend the cover under Section 3: Professional Indemnity of this **Policy** to **You** if **You** agree to a **Collateral Warranty Agreement**.

However, **We** shall not indemnify **You** for any **Claim** or part thereof that relates to any of the following:

a. any express acceptance of, or guarantee of fitness of purpose, or similar provision;
b. any express guarantee including any relating to the performance and/or time period of the project;
c. any acceptance of liability for liquidated damages;
d. any financial obligation assumed by You under contract; or
e. any acceptance of liability for any work that was not directly performed by You**;**
f. liability that is greater or more long lasting than that in the original contract to which the collateral warranty relates

unless such liability would have attached to **You** if **You** had not agreed to such **Collateral Warranty Agreement**.

Limit Of Indemnity

The maximum amount payable by **Us** under this Section shall not exceed the limit of indemnity stated in the **Schedule** including all **Costs and Expenses** in respect of any one **Occurrence**.

All claims against one or more of **You** arising from:

a. one act or omission
b. one series of related acts or omissions
c. the same act or omission in a series of related matters or transactions
d. similar acts or omissions in a series of related matters or transactions
e. one matter or transaction

will be regarded as one **Claim.**

We may if we choose pay the limit of indemnity in settlement of a **Claim** or **Claims** after which we will be under no obligation to defend any **Claim** further or to pay any **Costs and Expenses** incurred after that date.

Excess

We shall only be liable in excess of GBP500, which retention shall apply to each and every **Claim** and shall be inclusive of **Costs and Expenses**.

Exclusions Specific To Section 3 Professional Indemnity

We shall not be liable to indemnify **You** in respect of any **Claim** or **Costs and Expenses**:

I. **Aircraft**

directly or indirectly due to or in any way relating to **You** performing **Your Business** on or in connection with any aircraft or aerospace device or any part of any aircraft or aerospace device.

II. **Client Acceptance**

directly or indirectly arising out of any final copy, artwork or layout for any project which has not been agreed by Your client, whether evidenced by a manual sign-off or by way of electronic acceptance.

III. **Cyber**

directly or indirectly due to or in any way relating to any:

a. unauthorised, criminal or malicious act involving any **Computer**, including any **Virus** or other malware;
b. operator error
c. the failure to prevent unauthorised use of or access to any **Computer**; or
d. negligent act, error or omission in the creation, handling, use, operation, maintenance or development of any **Computer**.

IV. **Directors and Officers Liability**

In respect of the personal liability of **Your** directors and officers when acting in their capacity as such in the management of **Your** company, partnership or organisation.

V. **Dishonest And Malicious Acts**

which results, directly or indirectly, from any deliberate, reckless, dishonest, fraudulent, criminal or malicious act or omission of **Yours**.

VI. **Insolvency/Bankruptcy**

which results, directly or indirectly, from **Your** insolvency or bankruptcy.

VII. **Financial Interest**

made against You by:

a. any other person falling within the definition of **You**;
b. any parent or Subsidiary of **Yours**;
c. any person or entity having a financial, executive or controlling interest in **Your Business**;
d. any company or entity in which **You** have a financial, executive or controlling interest unless such **Claim** is for indemnity or contribution in respect of a **Claim** made by an independent third party against such company, person or entity and directly results from breach of a professional duty owed by **You** to that third party.

VIII. **Financial Services**

directly or indirectly due to the provision of any financial, insurance or investment advice or services provided by **You**.

IX. **Injury and Damage**

directly or indirectly caused by or contributed to or arising from:

e. **Bodily Injury**, mental injury, mental anguish, shock or sickness sustained by any person (other than emotional distress arising from any libel, slander or defamation);

f. loss of, damage to or destruction of **Property**, including loss of use thereof

unless such **Bodily Injury** or loss of, damage to or destruction of **Property** arises out of the conduct of **Your Business**.

X. **Legal and Financial Activities**

arising out of the provision of any form of legal or financial advice.

XI. **Loss Of Data**

under Insuring Clause II. b. which results, directly or indirectly, from the failure or inefficacy of any programme, instruction or data for use in any Computer occasioned other than through its physical destruction or damage.

XII. **Marine Surveyors**

arising, directly or indirectly, from, in consequence of or in any way involving any structural or condition survey of any Marine Vessel performed by You.

XIII. **Medical Services**

directly or indirectly due to the provision of **Medical Services**.

XIV. **Property**

which results, directly or indirectly, from the ownership, possession or use by or on behalf of You of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle.

XV. **Products**

which results, directly or indirectly, from goods or **Products** sold, supplied, repaired, altered, manufactured, constructed, installed or maintained by **You** or by any person, acting for or on **Your** behalf other than in respect to **Your** advice, design, plans or specification in respect of **Deliverables**.

XVI. **Surveys and Valuations**

arising, directly or indirectly, from, in consequence of or in any way involving the valuation of or the surveying of the physical and/or structural condition of any commercial or residential building.

XVII. **Third Party Deliverables and Services**

which results directly from

g. counterfeit Deliverables;
h. any failure or inability of a third party in supplying any service;
i. any **Deliverables** with inherent defects that originate from a third party.

XVIII. **Trading loss**

which results, directly or indirectly, from any trading losses or liabilities or debts incurred by any **Business** managed by or carried on by **You.**

XIX. **Patent Infringement and Trade Secrets Disclosure**

alleging infringement of any patent or disclosure of another's **Trade Secret.**

XX. **Toxic Mould**

which results, directly or indirectly, from, in consequence of or in any way involving any **Fungi** in whatever form or quantity.

XXI. **Utility Provider**

arising out of the failure of the service provided by an internet service or telecommunications provider or other utility provider except when such services are included in business services.

XXII. **Retroactive Date**

This **Policy** does not cover liability for any **Claim** arising from the conduct of the **Business** prior to the retroactive date stated in the **Schedule.**

Conditions Specific To Section 3 Professional Indemnity

I. It is a condition precedent to **Our** liability that **You** take reasonable steps to make back-up copies of any electronic data or program at reasonably frequent intervals.

II. It is a condition precedent to **Our** liability that **You** will take all reasonable steps at **Your** own expense to prevent and minimise any **Claims** which may arise from an insured event related to any defect, failure, efficacy or unsuitability of **Deliverables** prior to the client's acceptance.

Section 4: Directors' & Officers' and Company Reimbursement

Insuring Clause

We agree, subject to the terms, conditions, limitations and exclusions of this **Policy**:

I. to pay on behalf of any **Director and/or Officer** the **Loss** arising from any **Claim** made against such **Director and/or Officer** and notified to **Us** during the **Period of Insurance**;

II. to pay on **Your** behalf the **Loss** arising from any **Claim** first made against any **Director and/or Officer** and notified to **Us** during the **Period of Insurance** when and to the extent that **You** have indemnified such **Director and/or Officer;**

where such **Claim** alleges a **Wrongful Act**.

Limit Of Indemnity

The maximum amount payable by **Us** under both Insuring Clauses I and II above together shall not exceed in the aggregate the limit of indemnity specified in the **Schedule** and shall be inclusive of all **Costs and Expenses**.

Takeover And Merger

In the event of the takeover or merger of **Your Business** by or with any other organisation any payment with respect to **Loss** arising from a **Claim** hereunder is amended to apply only to any **Loss** by reason of **Wrongful Acts** committed by any **Director and/or Officer** prior to the date of such takeover or merger.

Exclusions Specific To Section 4

We shall not pay any **Loss** arising from any **Claim**:

I. **Injury or Damage**
arising from **Bodily Injury** or emotional distress to any person or loss of or damage to **Property**.

II. **Financial Advantage**
brought about by or contributed to by or consequent upon the gaining of any financial advantage to which the **Director and/or Officer** was not entitled, including the repayment of any wrongfully received monies.

III. **Pension Liability**
arising, directly or indirectly, from, in consequence of or in any way involving any pension scheme or superannuation scheme or programme.

IV. **Breach of Professional Duty**
arising, directly or indirectly, from, in consequence of or in any way involving any breach of or failure to provide professional duties.

V. **Fraud**
brought about by or contributed to by or consequent upon the dishonesty, fraud or deliberately criminal conduct of any **Director or Officer**.

VI. **Insured vs. Insured**
made by or on behalf of **Your** Company or by or on behalf or any **Director and/or Officer** but this Exclusion shall not apply to:

a. any **Claim** brought by or at the direction of any liquidator, provisional liquidator, administrator or receiver of the Company; or
b. any **Claim** made by a former **Director and/or Officer**.

VII. **Offer of Securities**
arising, directly or indirectly, from, in consequence of or in any way involving any public offering of any Securities during the **Period of Insurance**, but this Exclusion shall not apply to debt offerings.

Section 5: Personal Accident Insurance

Insuring Clause

We agree subject to the terms, conditions, limitations and exclusions of this **Policy** to insure **You** under this section in the event that any **Insured Person** sustains **Accidental Bodily Injury**, **We** shall pay a benefit to **You**, in accordance with the sums insured shown in Personal Accident **Schedule**, subject to any maximum sum insured.

Extensions

I. **Disappearance**
If within the **Operative Time**, an **Insured Person** disappears and after a period of twelve (12) calendar months has elapsed it is reasonable for the police or registration authorities to believe that the **Insured Person** has sustained **Bodily Injury** resulting in death, **We** shall pay a benefit to **You**, in accordance with the appropriate sum insured shown in Personal Accident **Schedule**, provided that, **You** provide a signed undertaking that if the belief is subsequently found to be incorrect, such death benefit shall be refunded to **Us**.

II. **Hijack**
If within the **Operative Time**, an **Insured Person** is the victim of a **Hijack**, or any attempt of a **Hijack**, cover shall remain in force for a period not exceeding twelve (12) months from the date of the **Hijack**.

Exclusions Specific To Section 5

We shall not pay for any **Claim** directly or indirectly resulting from or consequent upon:

I. sickness, disease, any naturally occurring condition or gradually operating cause or post traumatic stress disorder other than as a direct result of **Accidental Bodily Injury** occurring within the **Operative Time**;

II. an **Insured Person** committing or attempting to commit suicide or intentionally inflicting self injury;

III. an **Insured Person** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft;

IV. an **Insured Person** engaging in active service in any of the Armed Forces of any nation;

V. an **Insured Person** who has attained the age of eighty (80) years, unless such **Accidental Bodily Injury**, loss or expense occurs in the **Period of Insurance** in which the **Insured Person** attains the age of eighty (80) years;

VI. pregnancy, childbirth or an **Insured Person**'s own pre-existing condition, physical or mental defect, infirmity or sickness for which such **Insured Person** has received medical treatment or advice in the twelve (12) months before the inception of this insurance;

VII. the **Insured Person** deliberately exposing themselves to exceptional danger (except in an attempt to save human life);

VIII. the **Insured Person** being involved in a motor accident where such **Insured Person** is subsequently found to have been driving at the time of the **Accident** with a level of alcohol in his blood above that permitted under prevailing legislation;

IX. the **Insured Person** being involved in drug abuse or taking drugs not prescribed by a registered **Qualified Medical Practitioner;**

X. the **Insured Person** being involved in motor sports, winter sports, scuba diving, skin diving, rock climbing, mountaineering, caving, potholing, paragliding or rafting or canoeing involving white water rapids.

Conditions Specific To Section 5

In addition to the General Conditions, the following Conditions shall apply to this Section:

I. A benefit shall not be payable under more than one of the benefits shown in the **Schedule** in respect of the same loss, except where a benefit is payable under one of the benefits shown in the **Schedule** following a period of **Temporary Total Disablement** or a benefit is payable under both **Permanent Partial Disablement** and **Temporary Total Disablement** in respect of the same loss.

II. The payment of a benefit under **Temporary Total Disablement** shall immediately cease once a **Claim** under any of the benefits A1 to A5, excluding **Permanent Partial Disablement**, shown in the **Schedule** becomes payable in respect of the same loss.

III. Any loss covered under more than one of the benefits (A1 to A5) shown in the **Schedule** shall be payable under the benefit with the higher sum insured only.

IV. Where an **Insured Person** is employed by **You** on a contract of fixed duration, the **Benefit Period** shall cease at expiry of the contract.

V. The total amount payable under the **Permanent Partial Disablement** Scale of Benefits shall not exceed the amount shown under the sum insured shown in the **Schedule**.

VI. The payment of a benefit under **Temporary Total Disablement** shall be up to £500 per week or 75% of the **Insured Person's** average **Gross Weekly Wage**, whichever the lesser.

VII. The total amount payable under both **Permanent Partial Disablement** and **Temporary Total Disablement** in respect of the same loss shall not exceed £50,000.

VIII. Where any loss is as a result of manual labour activity undertaken by an **Insured Person**, the benefits provided by this **Policy** in respect of any **Claim** shall be reduced by 50%. For the avoidance of doubt all sums insured shown in Personal Accident **Schedule**, and any maximum sum insured or limits stated above shall be reduced by 50%.

IX. The payment of a benefit under **Temporary Total Disablement** shall be subject to the **Deferment Period** shown in the **Schedule.**

General Exclusions

Unless stated otherwise, the following Exclusion shall apply to ALL Sections of the **Policy** in addition to the Section Specific Exclusions.

This **Policy** shall not provide any indemnity, reimbursement or **Costs or Expenses** in respect of liability:

I. **Abuse**
directly or indirectly arising out of, resulting from or in any way relates to any actual or alleged abuse of a sexual or physical nature.

II. **Asbestos**
directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing asbestos or in any other way relates to asbestos whether or not there is another cause of **Loss** which may have contributed concurrently or in consequence to a **Loss**.

This Exclusion does not apply to Section 1: Employers' Liability.

III. **Employment Liability**
a. for **Bodily Injury** sustained by any **Employee** other than as provided for under Section 1: Employers' Liability and Section 5: Personal Accident Insurance.
b. attaching to **You** under any workmen's compensation, unemployment compensation or disability benefits law or under any similar law.
c. for any breach of any obligation owed by the **You** as an employer or potential employer to any **Employee** or prospective **Employee** in respect of employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

This Exclusion does not apply to Section 1: Employers' Liability.

IV. **Cladding/Fire Safety**
caused by, contributed to or arising out of **Cladding claims** and or **Fire Safety Claims**.

For the purposes of this exclusion **Cladding Claims** will mean:

- any **Claim** directly or indirectly arising from or in any way connected to the combustibility of any composite panels and/or external wall systems and any associated core/filler insulation material and/or any ancillary fixing systems.

For the purpose of this exclusion **Fire Safety Claims** will mean:

- any **Claim** in any way related to the fire safety of a building.

V. **Circumstances Known At Inception**
which results, directly or indirectly, from any circumstances existing prior to or at the inception of this **Policy** and which **You** knew or ought reasonably to have known might give rise to a **Claim** or to the incurring of **Costs and Expenses**.

This Exclusion does not apply to Section 1: Employers' Liability.

VI. **Communicable Diseases**
any loss, damage or liability caused by or resulting from or directly or indirectly consequence of any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
b. The method of transmission, whether direct or in any way, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms;
c. The disease, substance or agent can cause or threaten:
    - Damage to human health or animal health or human welfare or animal welfare;
    - threatens damage to, deterioration of, loss of value of, marketability of or loss of use of any **Property**.

This Exclusion does not apply to Section 1: Employers' Liability.

VII. **Contractual Liability**
which results, directly or indirectly, from any liability assumed by **You** under any express warranty (except warranty of authority), agreement or guarantee unless such liability would have attached to **You** notwithstanding such express warranty, agreement or guarantee.

This Exclusion does not apply to Section 1 Employers Liability, Section 4 Directors' & Officers' and Company Reimbursement

VIII. **Pollution**
which results, directly or indirectly, from, in consequence of or in any way involving **Pollution**.

This Exclusion does not apply in respect of the indemnity provided under the **Pollution** Extensions applicable to Section 2.

This Exclusion does not apply to Section 1: Employers' Liability.

IX. **Deliberate Acts**
directly or indirectly caused by or contributed to or arising from any willful or reckless breach of any statute, regulation, contract or duty by **You**.

This Exclusion does not apply to Section 1: Employers' Liability.

X. **Nuclear and Radioactive**
any legal liability of whatsoever nature directly or indirectly caused by or contributed by or arising from:

a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
c. any weapon of **War** employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

However, in respect of liability arising out of or consequent upon **Bodily Injury** for which indemnity is provided under Section 1: Employers' Liability, this Exclusion shall only apply in respect of liability:

a. of any party to whom indemnity is granted by way of Extension 1 or their personal representative;
b. assumed by **You** by agreement which would not have attached in the absence of such agreement.

XI. **Taxes and Fines/Penalties**
in respect of any tax, fine or penalty, liquidated damages, punitive, exemplary, restitutionary or non-compensatory damages (other than exemplary damages in respect of libel, slander or defamation where insurable at law) or multiplication of compensatory awards or damages or in any other form whatsoever.

XII. **Territorial limits**
arising from or alleged to have been caused by or sustained from an act committed outside the **Territorial Limits.**

XIII. **USA and Canadian Legal Actions**
made in any court within the United States of America or Canada or any of their overseas territories or elsewhere to enforce a judgement obtained in any such courts unless **You** have requested that there shall be no such exclusion and have accepted the terms offered by **Us** in granting such coverage which offer and acceptance must be signified by specific endorsement to this **Policy**.

XIV. **War and Terrorism**
which results, directly or indirectly, from, in consequence of or in any way involving:

a. **War**;
b. **Terrorism**;
c. Any unlawful, wanton or malicious act committed 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 **Claim** or **Loss**.

Also excluded is loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a. and/or b. and/or c. above.

If **We** allege by reason of this Exclusion that any loss, damage, cost or expense is not covered by this **Policy** the burden of providing the contrary shall be upon **You**.

In the event that any part of this Exclusion is found to be invalid or unenforceable, the remainder shall still be of full force and effect.

This Exclusion does not apply to Section 1: Employers' Liability.

General Conditions

The following Conditions shall apply to ALL Sections of the **Policy** unless specifically stated to the contrary.

I. **Asbestos**
You must not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or **Products** containing asbestos.

II. **Cooling off Provision**
You have the right to immediately cancel the cover within fourteen (14) days of the commencement of the **Period of Insurance** or the receipt of this policy, whichever is the later (the 'cooling off period'). **You** should exercise this right by contacting the entity that effected this insurance on **Your** behalf or by writing to **Us**.

If **You** do exercise this right, and provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the Period of Insurance, **We** will return to **You** a proportion of the premium calculated on a pro-rata basis. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation;

III. **Cancellation**
This **Policy** may be cancelled by **Us** or on **Our** behalf by giving **You** thirty (30) days' notice in writing to the last known address and the **Premium** hereon shall be adjusted on the basis of **Us** receiving or retaining pro rata **Premium** provided always that no **Claim** has been made and no circumstance that may give rise to a **Claim** has been notified prior to such cancellation.

If any **Premium** is not paid and accepted by **Us** on or before the date it is due**, We** can give written notice to **You** cancelling this insurance with effect from the seventh (7th) day after the notice has been served.

You can prevent cancellation from taking effect and continue the **Policy** if the late **Premium** or **Premium** instalment and any other remaining **Premium** instalments are paid and accepted before the cancellation takes effect. Without prejudice to other forms of service, notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

In the event that **You** elect to cancel the **Policy** mid-term by giving thirty (30) days' notice in writing we may, at our discretion, provide a pro rata refund of part of your **Premium** paid, proportionate to the unexpired **Period of Insurance** provided always that no **Claim** has been made and no circumstance that may give rise to a **Claim** has been notified prior to such cancellation

IV. **Change of Circumstances**
You must notify **Us** as soon as possible during the **Period of Insurance** if there is any change in circumstances or to the material facts previously disclosed by **You** to **Us** or stated as material facts by **Us** to **You** which increases the risk of **Accident**, injury, **Loss**, damage or liability.

Upon notification of any such change **We** will be entitled to vary the **Premium** and terms for the rest of the **Period of Insurance**. If the changes make the risk unacceptable to **Us** then **We** are under no obligation to agree to make them and may no longer be able to provide **You** with cover.

If **You** do not notify **Us** of any such change **We** may exercise one or more of the options described in clauses c. i), ii) and iii) of Common condition VI. - Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts.

V. **Choice of Law and Jurisdiction**
This **Policy** shall be governed by the laws of England and Wales and any dispute in connection herewith shall be submitted to the exclusive jurisdiction of the English Courts.

VI. **Fair Presentation of the Risk**

a. At inception and renewal of this **Policy** and also whenever changes are made to it at **Your** request **You** must:
   (i) disclose to **Us** all material facts in a clear and accessible manner;
   (ii) not misrepresent any material facts.

b. If **You** do not comply with clause a. of this condition **We** may:
   (i) avoid this **Policy** which means that **We** will treat it as if it had never existed and refuse all **Claims** where any non-disclosure or misrepresentation by **You** is proven by **Us** to be deliberate or reckless in which case **We** will not return the **Premium** paid by **you**;

(ii) recover from **You** any amount **We** have already paid for any **Claims** including costs or expenses **We** have incurred.

c. If **You** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this **Policy** may be affected in one or more of the following ways depending on what **We** would have done if **We** had known about the facts which **You** failed to disclose or misrepresented:

(i) if **We** would not have provided **You** with any cover **We** will have the option to:

a. avoid the **Policy** which means that **We** will treat it as if it had never existed and repay the **Premium** paid;

b. recover from **You** any amount **We** have already paid for any **Claims** including costs or expenses **We** have incurred

(ii) if **We** would have applied different terms to the cover **We** will have the option to treat this **Policy** as if those different terms apply. **We** may recover any payments made by **Us** on **Claims** which have already been paid to the extent that such **Claims** would not have been payable had such additional terms been applied

(iii) if **We** would have charged **You** a higher **Premium** for providing the cover **We** will charge **You** the additional **Premium** which **You** must pay in full.

d. Where this **Policy** provides cover for any person other than **You** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, **Business** or profession **We** will not invoke the remedies which might otherwise have been available to **Us** under this condition if the failure to make a fair presentation of the risk is neither deliberate nor reckless and concerns only facts or information which relate to a particular **Insured Person** other than **You.**

Provided always that if the person concerned or **You** acting on their behalf makes a careless misrepresentation of fact **We** may invoke the remedies available to **Us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the **Policy** unaffected.

VII. **Fraudulent Claims**

If **You** or anyone acting on **Your** behalf:

a. makes a fraudulent or exaggerated **Claim** under this **Policy**; or
b. uses fraudulent means or devices including the submission of false or forged **Documents** in support of a **Claim** whether or not the **Claim** is itself genuine;
c. makes a false statement in support of a **Claim** whether or not the **Claim** is itself genuine;
d. submits a **Claim** under this **Policy** for **Loss** or damage which **You** or anyone acting on **Your** behalf or in connivance with **You** deliberately caused;
e. realises after submitting what **You** reasonably believed was a genuine **Claim** under this **Policy** and then fails to tell **Us** that **You** have not suffered any **Loss** or damage;
f. suppresses information which **You** know would otherwise enable **Us** to refuse to pay a **Claim** under this **Policy**

We will be entitled to refuse to pay the whole of the **Claim** and recover any sums that **We** have already paid in respect of the **Claim**. **We** may also notify **You** that **We** will be treating this **Policy** as having terminated with effect from the date of any of the acts or omissions set out in clauses a. to f. of this condition.

If **We** terminate this **Policy** under this condition **You** will have no cover under this **Policy** from the date of termination and not be entitled to any refund of **Premium**.

If any fraud is perpetrated by or on behalf of an **Insured Person** and not on behalf of **You** this condition should be read as if it applies only to that **Insured Person's Claim** and references to this **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole.

VIII. **Automatic renewal**

Your payment details will be securely stored to enable continuous payment authority. **We** may use these details to automatically renew **Your Policy** next year. This applies to payments by Direct Debit, Debit or Credit card. If **We** elect to use automatic renewals **We** will ensure that **You** are sent a renewal invitation before taking any payment. It is **Your** responsibility to call **Us** if **Your** circumstances change or **You** do not wish **Us** to automatically renew **Your Policy**.

IX. **Subrogation**

We shall be subrogated to all **Your** rights of recovery against any person to the extent of any payment made under this **Policy** and **You** shall take all steps necessary to preserve **Our** rights of subrogation and shall give all such assistance in the exercise of rights of recovery as **We** may require.

It is agreed that **We** shall not seek to exercise any such rights against **You** unless the **Claim** is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of **You**.

X. **Reasonable Precautions**

You shall take all reasonable precautions to:

a. prevent any circumstances or to cease any activity which may give rise to liability under this **Policy**;
b. maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition;
c. remedy any defect or danger upon discovery thereof and take such additional precautions as the circumstances may require.

XI. **Interlocking Clause**

Where indemnity is requested under Sections 2 and 3 of the **Policy** or any combination thereof for any **Claim, Loss** or **Occurrence** then the maximum indemnity afforded by the **Policy** shall be limited to the highest remaining limit of indemnity applicable under the Sections where indemnity is requested.

XII. **Working at height**

You must wear **Fall-arrest Equipmen**t each time **You** work at heights exceeding five (5) metres above ground other than whilst working on a **Platform or Scaffolding** or with void protection safety netting installed and tested to standard EN 1263-1 and/or ISO1806.

XIII. **Substitution**

In respect of Sections 1, 2 and 3 this **Policy** will extend to cover **You** in the event of a **Substitute** being used, provided that **You** advise **Us,** within seven (7) days of providing such substitution, of the details of the **Substitute** and the expected duration of such substitution. In addition, **You** will keep **Us** regularly informed of **Your** expected return to work on the contract.

XIV. **Sub-contractors**

In respect of sections 2, 3 and 4 **We** shall not pay any **Claim** or be liable for any **Loss** arising directly or indirectly from any act, error or omission committed or allegedly committed by any sub-contractor of **You** unless:

a. **You** use more than 3 bona fide subcontractors all to be operating in the same line of work as **You** (i.e. no multidisciplinary activity);
b. Such sub-contractor has their own insurance in place maintaining the same levels of cover as **You** for Public & Products Liability and Professional Indemnity, and proof of this has been obtained by the Insured;
c. all rights of subrogation against such sub-contractor have been maintained in contract.

In any such event the **Policy** will indemnify the liabilities of **You** and not the liabilities of such sub-contractor.

Reporting a Claim

In the event of a **Claim**, **You** should contact **Us** in the following ways:

Phone: 01242 808740

Post: Kingsbridge Contractor Insurance, 9 Miller Court, Severn Drive, Tewkesbury, Gloucestershire GL20 8DN

E mail: claims@kingsbridge.co.uk

General Claims Conditions

The following Claims Conditions shall apply to ALL Sections of the **Policy** (unless stated otherwise):

Claims Notification

I. **You** shall give notice to Kingsbridge Contractor Insurance in the event of a Claim or any potential **Claim**, including but not limited to the following occurrences:
   a. **Claim**;
   b. **Loss**;
   c. **Occurrence** or other circumstance of which **You** become aware which may give rise to a liability for which indemnity is provided under this **Policy**;
   d. Loss of, or damage to or destruction of any **Documents**;
   e. **Accidental Bodily Injury** sustained by an **Insured Person**;
   f. **Wrongful Act**.

II. In respect of Section 3: Professional Indemnity and Section 4: Directors' & Officers' and Company Reimbursement only – any **Claim** arising from a circumstance notified to **Us** during the **Period of Insurance** shall be deemed to have been made during the **Period of Insurance** in which such circumstance was first notified.

III. In respect of Section 5: Personal Accident Insurance only – **You** will allow **Us** at **Our** expense within thirty (30) days after the circumstance or **Occurrence** or within such further time as **We** give, all assistance **We** may reasonably require including, but not limited to, agreement with all reasonable arrangements for medical and other advisors of **Ours** to examine the **Insured Person**, in respect of which a **Claim** has been made.

IV. No **Insured Person** shall admit liability for or settle or attempt to settle any **Claim** or incur any **Costs and Expenses** in connection with any **Claim** without **Our** prior written consent (such consent not to be unreasonably withheld).

V. **We** shall be entitled, but not obliged, at any time to take over and conduct in **Your** name the defence or settlement of any **Claim** or to prosecute in **Your** name for **Our** benefit any **Claim** for payment, indemnity or damages or otherwise against any third party. **We** shall be entitled to nominate a solicitor and, if appropriate a barrister or an attorney, to represent **You**.

VI. **You** shall give **Us** such information (including any **Claim** form, impending prosecution, inquest or fatal **Accident** enquiry **Claim**, writ, summons or process and all related **Documents**) and co-operation as **We** may reasonably require including all reasonable assistance in identifying locations and securing the co-operation of any appropriate individual to sign a Statement of Truth or any other **Document** necessary to comply with the Civil Procedure Rules current at the material time.

VII. **You** will provide to **Us** all such proofs and information relating to the **Claim** as may reasonably be required by **Us** for the purpose of investigating or verifying the **Claim**.

VIII. In respect of Section 3: Professional Indemnity only - **You** shall not be required to contest any **Claim** unless Leading Counsel (to be mutually agreed upon by **You** and **Us** or, in default of agreement, to be appointed by the President for the time being of the Law Society) shall advise that such **Claim** should be contested.

IX. In respect of Section 3: Professional Indemnity only - **We** shall not settle any **Claim** without **Your** consent. If however **You** refuse to consent to any settlement recommended by **Us** and shall elect to contest a **Claim**, then **Our** liability for such **Claim** (including **Costs and Expenses**) shall not exceed the amount for which the **Claim**

could have been settled inclusive of **Costs and Expenses** incurred with **Our** consent up to the date of such refusal, and then only up to the limit of indemnity stated in the **Schedule**.

X. **You**, shall not, except insofar as may be required by law, disclose to any claimant or claimants the existence of this **Policy** without **Our** prior written consent. For the avoidance of doubt, a requirement to disclose the existence of this **Policy** is not a requirement to disclose its terms and conditions.

Other Insurance

We will not make any payment under this **Policy** where **You** would be entitled to be paid under any other insurance if this **Policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **Policy** not been effected.

Third Party Rights

The parties to this **Policy** are **Us** and **You**. A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of the Act.

Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Waiver

Any waiver by **Us** of any provision of this **Policy** will not prevent **Us** from relying on such provision, term or condition in the future.

Breach Of Condition

Where **Your** breach of or non-compliance with any condition of this **Policy** has resulted in prejudice to **Us**; in the handling or settlement of any **Claim**, the amount of any **Loss** sustained by **You** or in the obtaining of reimbursement from any source, then the amount of cover afforded (including liability for claimant's costs) shall be reduced to such sum as in **Our** reasonable opinion would have been payable by **Us** in the absence of such prejudice.

If any payment on account of any such rejected or reduced **Claim** has already been made **You** will immediately repay to **Us** all such payments which **We** determine should not have been made.