



Professional combined Business and management consultants

Contents

Welcome to AXA	3
Your policy	3
Meanings of defined terms	4
Policy conditions	5
Sections of cover	
Professional indemnity section	9
Employers' liability section	20
Public and products liability section	26
Directors' and officers' liability section	37
Contents – all risks section	47
Making a complaint	54

Welcome to AXA

Thank you for choosing AXA

Please read carefully all **your** documents together as they form **your policy** and contain the full details of **your** cover. Please keep any documents **we** have provided to **you** in a safe place.

If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us** or **your** insurance broker.

Your policy

Your policy is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

Your policy describes the insurance cover for which **we** have accepted **your** premium.

Your policy is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Your policy is divided into a number of sections. The policy wording, schedule, statement of fact and any endorsements must be read together. Where a section does not apply, **your** schedule will state that it is 'not covered'.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print.

Headings have been used for **your** guidance and to help **you** understand the cover provided. The headings do not form part of the contract.

To help **you** understand the cover provided **we** have added **What is covered** and **What is not covered**.

Under the heading **What is covered** **we** give information on the insurance provided. This must be read with **What is not covered**, the **Policy conditions** and the **Section conditions** at all times.

Under the heading **What is not covered** **we** draw **your** attention to what is excluded from **your policy**.

Making a claim

Please contact **your** insurance broker who will help **us** deal with **your** claim.

All sections other than the Professional indemnity section and Directors' and officers' section

If **you** need to tell **us** about a claim, please first check **your policy** to make sure **you** are covered. **You** must then follow the **Claims notification condition** and **Claims procedures condition** within the **Policy conditions**.

Professional indemnity section only

Please see the **Claims circumstance condition**, the **Claims control and co-operation condition** and the **Claims notification condition** within the **Section conditions** of the **Professional indemnity section**.

Directors' and officers' liability section only

Please see the **Claims conditions**, **Claims notification condition** and the **Claims procedure condition** within the **Section conditions** of the **Directors' and officers' liability section**.

Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read the **Making a complaint** section.

Data protection notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously.

For details of how **we** use the personal information **we** collect from **you** and **your** rights, please view **our** privacy policy at www.axa.co.uk/privacy-policy.

If **you** do not have access to the internet, please contact **us** and **we** will send **you** a printed copy.

Meanings of defined terms

These meanings apply throughout **your policy**. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

There are additional defined terms within each section.

Business

Business, described in **your** schedule.

Period of insurance

Period from the start date up to and including the end date shown in **your** schedule.

Policy

Policy wording, schedule, statement of fact and any endorsements attached or issued.

Policy territories

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

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government, or putting any section of the public in fear by threat, force or violence or other means.

We/us/our

AXA Insurance UK plc.

You/your/yours/yourself

Person, persons, firm, company or organisation shown in your schedule as The insured.

Policy conditions

You must comply with the following conditions to have the full protection of **your policy**.

If **you** do not comply then **we** may at **our** option take one or more of the following actions

- 1 Cancel **your policy**
- 2 Declare **your policy** void (treating **your policy** as if it had never existed)
- 3 Change the terms of **your policy**
- 4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

Cancellation condition

- 1 **You** may cancel **your policy** at any time during the **period of insurance** by contacting **your** insurance broker.
- 2 **We** can cancel **your policy** for any reason by providing 14 days' notice in writing to **your** last known address.

Where **your policy** is cancelled in accordance with either of the above provisions, **we** will return part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

Additionally, **we** can cancel **your policy** immediately by providing written notice to **your** last known address if **you** fail to make payment

- a directly to **us**, or
- b to **us**, **your** insurance broker, credit broker or finance provider where **you** are paying by instalments.

You will not be entitled to any return of premium where this happens.

If **your policy** is cancelled and a claim has been notified, paid or there has been any incident likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We also have the right to cancel **your policy** in other circumstances as stated in the **Fraud condition** or elsewhere within the **Policy conditions**.

We do not have to offer renewal of **your policy**. If **we** do not offer renewal terms, cover will cease on the expiry date of **your policy**.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change

- 1 to the **business**
- 2 in the person, persons, firm, company or organisation shown in **your** schedule as The insured
- 3 to the information **you** provided to **us** previously or any new information that increases the risk of **loss** as insured under any section of **your policy**.

If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance.

Your policy will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

We do not have to accept any request to vary **your policy**.

If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims notification condition

This condition applies throughout **your policy** with the exception of the **Professional indemnity section** and the **Directors' and officers' liability section**.

The claims notification conditions to **your Professional indemnity section** and **your Directors' and officers' liability section** can be found on page 19 and page 45.

You must

- 1 as soon as practical
 - a give **us** notice of any circumstances which might lead to a claim under **your policy**
 - b give **us** all the information **we** request
- 2 immediately
 - a on receipt send **us** every letter, court order, summons or other legal document served upon **you**

- b** tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**
- c** notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers.

We will not pay **your** claim where **you** have not complied with this condition.

Claims procedures condition

This condition applies throughout **your policy** with the exception of the **Professional indemnity section** and the **Directors' and officers' liability section**.

The claims procedures conditions to the **Professional indemnity section** and the **Directors' and officers' liability section** can be found on page 19 and page 45.

- 1** **You** must take, or allow others to take, practical steps to prevent further injury, loss or damage, recover property lost and otherwise minimise the claim.
- 2** At **your** expense **you** must provide **us** with
 - a** full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
 - b** any assistance to enable **us** to settle or defend a claim
 - c** details of any relevant other insurances.
- 3** **You** must not accept, negotiate, pay, settle, admit or repudiate any claim or any part of a claim without **our** prior written consent.
- 4** Following a claim **you** must allow **us** or anyone authorised by **us**
 - a** access to premises
 - b** to take possession of, or request delivery to **us** of any property insured.
- 5** **You** must not abandon any property to **us**.
- 6** **We** will be allowed complete control of any proceedings and settlement of the claim.
- 7** **We** will continue to communicate directly with **you** regarding **your** claim, even in situations where **you** have appointed a

professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.

- 8** **We** will assess **your** claim based on **our** approved supplier's or loss adjuster's view and interpretation, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.

We will not pay **your** claim where **you** have not complied with this condition.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

- 1** if the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating **your policy** as if it had not existed and that **we** will not return **your** premiums, or
- 2** if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium, or
- 3** if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can
 - a** reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable, and/or

- b** treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
- 4** Where **we** elect to apply one of the above then
 - a** if **we** elect to make **your policy** void, this will be from the start of **your policy**, or the date of variation or from the date of renewal
 - b** **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of **your policy**, or the date of variation or from the date of renewal
 - c** **we** will treat **your policy** as having different terms imposed from the start of **your policy**, or the date of variation or from the date of renewaldepending on when the failure to make a fair presentation occurs.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you** knowingly

- 1** makes a fraudulent or exaggerated claim under **your policy**, or
- 2** makes a false statement in support of a claim (whether or not the claim itself is genuine), or
- 3** submits a false or forged document in support of a claim (whether or not the claim itself is genuine),

we may take one or more of the following actions

- a** refuse to pay the claim
- b** recover any sums **we** have already paid to **you** in relation to the claim
- c** cancel **your policy** from the date of the fraudulent act without any refund of premiums
- d** make **your policy** void and keep the premium

- e** share **your** information, or that of anyone acting for **you**, with the police, fraud prevention agencies and the Insurance Fraud Register (IFR). This may affect **your** future applications for insurance products.

For further information on how **your** details will be used please visit the IFR website www.theifr.org.uk.

Instalments condition

If **you** fail to pay a premium instalment to **us**, **your** insurance broker, credit broker or finance provider, this could result in **your policy** being cancelled. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full whether this is payable directly to **us**, **your** insurance broker, credit broker or finance provider.

Law applicable to this policy

You and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

Other insurance condition

If a claim is made under this **policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- 1** a proportionate share of the claim, or
- 2** an amount beyond that which is or would be payable under the other insurance policy.

Reasonable care condition

You must take reasonable steps to

- 1** prevent or protect against injury, loss or damage
- 2** keep machinery, plant and equipment and all other property insured in good condition and in full working order

- 3 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises or activities of **your business** to carry out inspection or survey. **You** must comply with any risk improvements that **we** ask for, within the period of time advised by **us** and ensure that all such improvements remain in place throughout the duration of **your policy**.

We will not pay **your** claim where **you** have not complied with this condition.

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America and the sanctions laws of other territories to the extent they are applicable.

Subrogation (our rights) condition

This condition applies throughout **your policy** with the exception of the **Professional indemnity section**.

The **Subrogation (our rights) condition** which applies to the **Professional indemnity section** can be found on page 19.

We will be entitled to undertake in **your** name or on **your** behalf

- 1 the defence or settlement of any claim
- 2 steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

This contract is between **you** and **us**. The rights under this contract will not be enforceable by any other party because of the Contract (Rights of Third Parties) Act 1999.

Professional indemnity section

Contents of this section

Meanings of defined terms	9
What is covered	11
Defence and settlement of claims	14
What is not covered	15
Section conditions	17

Important information about the cover provided by this section

The cover provided by this section operates on a claims-made basis. This means that **we** will only provide cover for **claims** or **claim circumstances** made against **you** and notified to **us** during the **period of insurance**. **We** will not cover any **claim** or **claim circumstance** arising from an act, error or omission that occurred before the **retroactive date**.

Conditions apply regarding when **you** must tell **us** about **claims** or **claim circumstances** and these can be found below. **You** should read these carefully.

Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** section at the start of **your policy**. If a term is defined in the **Meanings of defined terms** section at the start of **your policy** and in the Meanings of defined terms within this section, the meaning shown here will be used for the **Professional indemnity section**.

Asbestos

Asbestos in any form, asbestos fibres, particles or derivatives of asbestos or any material containing asbestos.

Claim(s)

Any verbal or written demand, notice or communication from a third party

- 1 making an assertion for legal remedy or any other form of compensation or remedy
- 2 containing reference to, or serving notice of, intent to start legal proceedings
- 3 invoking any pre-action protocol as set under the Civil Procedure Rules and/or
- 4 referring to arbitration, adjudication or complaint proceedings.

Claim circumstance(s)

Any incident, occurrence, fact, matter or act that **you** become aware of that might reasonably give rise to a **claim**.

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Criminal prosecution defence costs

Costs and expenses that **you** incur with **our** prior written consent to defend any criminal proceeding first made against **you** and notified to **us** during the **period of insurance** arising from the conduct of **your professional business**.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **computer system**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Data protection law

Any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

Defence costs

All costs and expenses incurred by **us** or by **you** with **our** prior written permission relating to the investigation, defence or settlement of any **claim** against **you**, which **your policy** covers.

This does not include profit costs or remuneration or expenses paid or due to **you**.

Documents

Any documents or information that are **your** property or are looked after by or deposited with **you** in the ordinary course of **your professional business** and for which **you** are responsible.

This does not include bearer bonds, coupons, stamps, bank or currency notes or negotiable instruments.

Employee(s)

- 1 Any person working for **you** under a contract of service with **you**
- 2 Any person working for **you** in connection with **your professional business**
 - a who is hired or lent to **you**
 - b who is self-employed
 - c on a voluntary basisand who is under **your** control or supervision.

Excess

First amount of any **claim** or **claims**, for which **you** are responsible.

Extended liability

Legal liability assumed by **you** under any actual or implied terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Injury

Any death, illness, disease or sickness or any bodily, mental, psychological or emotional injury, distress or shock.

Limit of indemnity

The amount shown in **your** schedule as the limit of indemnity.

Loss

The amount that **you** are legally liable to pay due to a **claim**, including awards of damages, awards of claimant costs and amounts that are pursuant to settlements, but not including **defence costs**.

Pollutant

Any solid, liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any **pollutant** or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify or neutralise any **pollutant**.

Professional business

Professional services or professional advice undertaken by **you** or on **your** behalf arising directly from the activities **you** have told **us** about in the proposal, statement of fact or application and appearing on **your** schedule.

Retroactive date

The date from when work **you** performed is covered. This date is shown on **your** schedule.

Subsidiary

A company that **you** either directly or indirectly control through

- 1 holding a majority of the voting rights
- 2 the right to appoint or remove a majority of its board of directors and/or
- 3 sole control of, pursuant to a written agreement with other shareholders, a majority of that company's voting rights.

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 operations, whether involving self replication or not, including but not limited to trojan horses, worms or logic bombs.

You/your

- 1 The person, persons, firm, company or organisation shown in your schedule as the insured.
- 2 Any person, persons, firm, company or organisation shown in your schedule as an additional insured.
- 3 Any predecessor in business to any firm, company or organisation that has been disclosed to **us**.
- 4 Any person who is or has been or who becomes a director, partner, member, principal or **employee**, but only for work undertaken for or on behalf of any person or body referred to in **1, 2 or 3** above.
- 5 Any retired partner, retired director or retired member of the firm, company or organisation shown in your schedule as the insured and who remains as a consultant to any person, firm, company or organisation shown in your schedule as the insured.
- 6 The estate, heirs, executors, legal or personal representatives of any person referred to in **1, 2, 3, 4 or 5** above in the event of their death or incapacity.

✓ What is covered

We will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from

- 1 a breach of **your** professional duty
- 2 negligent misstatement or misrepresentation
- 3 unintentional libel, slander or defamation
- 4 unintentional breach of or misuse of confidentiality or any right to privacy

5 unintentional infringement of intellectual property rights including any act of passing-off (but not breach of patent), or

6 any other civil liability that **you** incur.

The most **we** will pay for **loss** resulting from each **claim** is the **limit of indemnity**.

We will pay **defence costs** in addition to the **loss**. If the amount of **loss** exceeds the **limit of indemnity**, the most **we** will pay for **defence costs** will be an amount in the same proportion that the **limit of indemnity** has to the **loss**.

Court attendance costs cover

We will compensate **you** at the rate of £500 per person, provided **we** have first given **our** written consent, for each day that **you** or any of **your** directors, partners, officers or **employees** are required to attend court as a witness in connection with a **claim** for which an award of damages is paid or may be payable under this **policy**.

The most **we** will pay for all such costs in any one **period of insurance** is £15,000. This is in addition to the **limit of indemnity**.

Criminal prosecutions defence costs cover

We will pay for **criminal prosecution defence costs** but only where, in **our** reasonable opinion, defending the criminal proceeding could protect **you** against a **claim** or potential **claim** that would be covered by **your policy**.

For any subsequent or concurrent civil action arising out of that criminal offence, notification of that action will be deemed to be notification of a **claim** or **claim circumstance**.

The most **we** will pay for all **criminal prosecution defence costs** in any one **period of insurance** is £250,000 or the **limit of indemnity**, whichever is the lower. This is part of and not in addition to the **limit of indemnity**.

Dishonesty and fraud cover

We will cover **you** for any **claim** and **defence costs** arising from the conduct of **your professional business**, first made against **you** and notified to **us** during the **period of insurance**, for any civil liability including liability for claimant's costs and expenses arising from

dishonest or fraudulent acts or omissions by any of **your employees** who are not a principal, partner, member or director.

In the case of any **claim** arising from any dishonest or fraudulent act or omission:

- 1 no person committing or condoning dishonest or fraudulent acts or omissions will be entitled to cover
- 2 **we** will not cover dishonest or fraudulent acts or omissions committed by any person after **you** discover, or have reasonable cause for suspicion of dishonesty or fraud on the part of that person
- 3 in the event of the alleged fraudulent and/or dishonest party making an admission of guilt or being found guilty of that fraud and/or dishonesty, **we** will seek a full refund of any amounts paid by **us** under this section from that fraudulent party.

Any dishonesty or fraud committed by two or more **employees** who were acting together will be regarded as one **claim**.

The most **we** will pay for **loss** resulting from each **claim** that arises out of that dishonest or fraudulent act or omission is the **limit of indemnity**.

We will pay **defence costs** in addition to **loss** that arises out of that dishonest or fraudulent act or omission. If that **loss** amount exceeds the **limit of indemnity**, the most **we** will pay for **defence costs** will be an amount in the same proportion that the **limit of indemnity** has to the **loss** amount.

Disputed fees cover

We will pay **you** amounts owed to **you** by **your** client where they refuse to pay for work **you** have done for them, including amounts legally owed by **you** to sub-contractors or suppliers, provided always that

- 1 **we** are satisfied that **your** client has reasonable grounds for being dissatisfied with **your** work and threatens to bring a **claim** for more than the amount owed
- 2 it is possible to settle the dispute by **you** agreeing not to pursue the outstanding amount, and

- 3 **we** consider that it will avoid a legitimate **claim** that would otherwise be covered by this **policy** for a greater amount than the amount owed to **you**.

The most **we** will pay for **Disputed fees cover** is the **limit of indemnity**.

If a **claim** still arises from the same dispute

- a the **limit of indemnity** for that subsequent **claim** will be reduced by the amount paid under this cover and
- b **we** will not pay any amount included in that subsequent **claim** for which **we** have already paid **you** under this cover.

If **you** eventually recover the debt then the amount paid by **us** must be repaid to **us** less **your** reasonable expenses of recovering the debt due.

Formal investigation costs cover

We will pay costs and expenses that **you** incur with **our** prior written approval at a properly constituted hearing, tribunal or proceeding that is covered under this **policy**, but that are not included under the meaning of **defence costs**, provided that the hearing, tribunal or proceeding

- 1 is first instigated against **you** and notified by **you** to **us** during the **period of insurance**, and
- 2 arises from the conduct of **your professional business**.

The most **we** will pay for **Formal investigation costs cover** in any one **period of insurance** is £25,000.

Joint ventures cover

We will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from a civil liability that **you** may become legally liable to pay and that arises whilst **you** are a member of a joint venture or consortium.

The most **we** will pay for **Joint ventures cover** is the **limit of indemnity**.

Loss of documents cover

We will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from the destruction, loss or damage of any **documents**.

We will pay reasonable costs and expenses for replacing or restoring **your** own **documents** that have been destroyed, lost or damaged in the conduct of **your professional business** provided that the destruction, loss or damage is discovered by **you** and notified to **us** during the **period of insurance**.

The most **we** will pay for **Loss of documents cover** is the **limit of indemnity**.

An **excess** of £500 (or the amount shown in **your** schedule if that is lower) will apply to each and every **claim** for loss of **documents**.

Mitigation costs cover

We will cover **you** for reasonable costs and expenses that **you** incur for any reasonable action **you** take to mitigate a **loss** or potential **loss** that would otherwise be the subject of a **claim** under **your policy**, provided always that

- 1 **you** obtain **our** prior written consent before incurring these costs and expenses, and
- 2 **you** prove to **our** satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential **claim**, and
- 3 if a **claim** still arises from the same **loss** or potential **loss** then the amount paid under this section will be deducted from the **limit of indemnity** for that subsequent **claim**.

The most **we** will pay for **Mitigation costs cover** is the **limit of indemnity**.

Pollution cover

For any **claim** that arises directly or indirectly from **pollution**, **we** will only pay for that **claim** and any **defence costs** related to it if the cause of that **claim** was due to a specific act, error or omission committed by **you**, or by others acting on **your** behalf, in the conduct of **your professional business**.

The most **we** will pay for all **pollution claims** and **defence costs** related to those **pollution claims** in any one **period of insurance** is the **limit of indemnity**. For the purposes of this cover, **defence costs** will be inclusive of and not in addition to the **limit of indemnity**.

Subsidiary creation and acquisition cover

If, during the **period of insurance**, **you**:

- 1 acquire securities or voting rights in another organisation or create another organisation which, as a result of that acquisition or creation, becomes a **subsidiary of yours**,

or

- 2 acquire any organisation by merger or consolidation

then that acquired or created organisation will automatically be insured under **your policy** with effect from the date of the acquisition or creation, but only with respect to the performance of **your professional business** performed after the acquisition or creation was completed.

However, if the acquired or created organisation:

- a has annual fee income or turnover, which is greater than 10% of the annual fee income **you** last declared to **us** prior to the **period of insurance**
- b has assets in the United States of America or Canada
- c has ever been fined an amount of £10,000 or more or has ever been found guilty of an offence by its regulator, or
- d has ever, with regard to any given 12 month period, incurred (through judgment or settlement) total losses equaling or exceeding £100,000 or 10% of the **limit of indemnity** (whichever is less) on account of **claims** made against it in that period
- e provides advice or services as part of activities which are not activities described in the definition of **your professional business**

you will give **us** written notice of that acquisition or creation as soon as possible and also provide any additional information **we** may reasonably require. **We** will have the right to amend the terms of **your policy** including but not limited to charging an additional premium.

If **you** fail to give **us** written notice of the acquisition or creation then **we** will have the right to refuse to pay any **claim** or **claim circumstance** that arises directly or indirectly in connection with that acquired or created organisation.

Defence and settlement of claims

All **claims** that come from the same act, error or omission or series of acts, errors or omissions, as a result of, or arising directly or indirectly from the same source or original cause, will be regarded as one **claim**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **claim**, will not be more than the **limit of indemnity**.

We may at any time pay the **limit of indemnity** or relevant sub-limit. **We** will then have no further liability for that **claim** or **defence costs** except those already incurred at the date of payment.

We have the right, but not the obligation, to take control of any **claim** and conduct the investigation, settlement or defence in **your** name. After taking into account the commercial considerations of the costs of defence, **we** may choose to settle a **claim** instead of defending it.

If **we** feel it is necessary, **we** will appoint **our** adjuster, solicitor or other appropriate person to deal with a **claim**. If **you** ask **us**, **we** may agree to appoint **your** solicitor, but only if **we** are satisfied that **your** solicitor has the necessary expertise to undertake this work, only on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval.

If **you** disagree with **our** proposed course of action for any legal proceedings (whether defence or prosecution), then **you** may refer the matter to a King's Counsel of the English Bar to be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on the King's Counsel to be appointed, then the King's Counsel will be appointed by the current Chairman of the English Bar or their representative. The King's Counsel's decision on how the legal proceedings should be handled shall be binding on **you** and **us**. In resolving this dispute, the King's Counsel will have consideration for the interests of **you** and **us**. The costs of this exercise will be allocated by the agreed or appointed party on a fair and equitable basis.

✕ What is not covered

Asbestos exclusion

We will not cover any **claim** directly or indirectly involving **asbestos** or allegations or concerns relating to **asbestos**.

Associated persons or entities exclusion

We will not cover any **claim** brought by

- 1 a firm, company or organisation with a financial interest in **you**
- 2 a firm, company or organisation in which any of **your** partners, directors or principals have a controlling interest
- 3 any firm, company, organisation or individual who falls within the definition of **you**

unless the **claim** originates from a source independent of that firm, organisation or individual.

Construction or installation exclusion

We will not cover any **claim** arising from the conduct of **your professional business** where **you** undertake any construction, erection, installation or maintenance works or to manufacture or supply materials or equipment (other than project models or displays) in connection with such construction, erection, installation or maintenance works.

Cyber and data protection law exclusion

- 1 We will not cover any **claim**, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount
 - a directly caused by, directly resulting from or directly arising out of
 - i a **cyber act**
 - ii any partial or total unavailability or failure of any **computer system**

where the **computer system** is owned or controlled by **you** or any party acting on **your** behalf, or

- b directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of the receipt or transmission of malware, malicious code or a **virus or similar mechanism** by **you** or any party acting on **your** behalf.

- 2 We will not cover any **claim**, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided
 - a to **you** or any party acting on **your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by **you**
 - b by any utility provider, but only where such failure or interruption of service impacts a **computer system** owned or controlled by **you** or any party acting on **your** behalf.
- 3 We will not cover any **claim**, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **data protection law** by **you** or any party acting on **your** behalf.
- 4 Any cover provided by **your policy** in respect of the costs of reconstituting or recovering lost, inaccessible or damaged **documents** owned or controlled by **you** or any party acting on **your** behalf will not apply to **data**.

Other than as stated within this exclusion or by other restrictions in **your policy** specifically relating to the use of, or inability to use, a **computer system**, no cover otherwise provided by **your policy** will be restricted solely due to the use of, or inability to use, a **computer system**.

Deliberate acts and omissions exclusion

We will not cover any **claim** arising directly or indirectly from any act, error or omission that **you** deliberately, spitefully or recklessly commit, condone or ignore.

Directors' and officers' liabilities exclusion

We will not cover any **claim** made against **you** or **your** directors, officers or trustees for breach of their duties as director, officer or trustee.

Dishonesty and fraud exclusion

We will not cover any **claim** directly or indirectly involving dishonesty or fraud committed by **you** other than as stated in the **Dishonesty and fraud cover**.

Distorted computer records exclusion

We will not cover any costs and expenses **you** incur as a result of the loss or distortion of computer records caused by

- 1 defects in computer equipment or electronic storage devices
- 2 wear, tear, vermin or gradual deterioration
- 3 climatic or atmospheric conditions or extremes of temperature
- 4 use or processing whilst mounted in or on any machine unless as a result of loss of or damage to the machine itself.

Employment exclusion

We will not cover any **claim** arising out of any kind of employment related dispute or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective **employees**.

Excess exclusion

We will not pay the **excess** shown in **your** schedule.

The **excess** does not apply to **defence costs**, **Court attendance costs cover** or **Formal investigation costs cover**.

The **excess** applicable to **Loss of documents cover** is as stated under the **Loss of documents cover**.

Extended liability exclusion

We will not cover **extended liability**.

Financial services exclusion

We will not cover any **claim** arising out of any Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time.

Fines and penalties exclusion

We will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages awarded against **you**.

Goods supplied exclusion

We will not cover any **claim** arising out of any product, goods or materials that **you** have supplied or used, or made arrangements to

supply or use, or the manufacture, repair, sale, installation or maintenance of any product by **you** or on **your** behalf.

Injury exclusion

We will not cover any **claim** for **injury**

- 1 to any **employee**
- 2 to any person who is not an **employee** unless directly arising from a breach of duty through a negligent act, error or omission by **you** in the course of **your professional business**.

Insolvency exclusion

We will not cover any **claim** arising out of or in connection with **your** insolvency, bankruptcy or any **claim** made by **your** liquidator, provisional liquidator or administrator.

Insurance or finance arrangement exclusion

We will not cover any **claim** arising from **your** failure to arrange and/or maintain insurance and/or finance.

Internet activity exclusion

We will not cover any **claim** arising out of

- 1 the management of financial transactions
- 2 obscene, blasphemous or pornographic materials

on the internet.

North American jurisdiction exclusion

We will not cover any **claim** instituted or pursued

- 1 within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada or in which it is contended that the laws of the United States of America or Canada should apply
- 2 to enforce a judgment obtained in any Court of the United States of America or Canada or any territories, which come within the jurisdiction of the United States of America or Canada.

North American territorial exclusion

We will not cover any **claim** arising from the conduct of **your professional business** carried out from offices or premises located within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada.

Patent exclusion

We will not cover any **claim** arising out of any infringement of any patent.

Pollution exclusion

We will not cover any **claim** directly or indirectly involving **pollution** other than as stated in the **Pollution cover**.

Previous claims exclusion

We will not cover any **claim**

- 1 that has been notified under any other insurance policy before the start of **your policy**
- 2 that **you** were aware of or should have been aware of before the start of **your policy**.

Property damage exclusion

We will not cover any **claim** for loss of or damage to property unless arising directly from a breach of duty through a negligent act, error or omission by **you** in the course of **your professional business**.

Property ownership or use exclusion

We will not cover any **claim** arising from the ownership, possession, leasing or use of any land or building structure or any other property or goods whether mobile or immobile.

Radioactive contamination exclusion

We will not cover any **claim** arising directly or indirectly from

- 1 ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel

- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

Retroactive date exclusion

We will not cover any **claim** arising from the performance of **your professional business** carried out before the **retroactive date** shown in **your** schedule.

Taxation, competition or restraint of trade exclusion

We will not cover any **claim** arising directly or indirectly from the breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

Terrorist act exclusion

We will not cover any **claim** directly or indirectly involving any **terrorist act**.

Trading losses exclusion

We will not cover any **claim** arising out of trading losses or trading liabilities incurred by **you** or any of **your** businesses.

War risk exclusion

We will not cover any **claim** arising from or happening through war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Section conditions

These conditions of cover only apply to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will not be covered and **we** will not pay **your** claim if **you** are unable to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

Admission of liability condition

In the event of a **claim circumstance**, **you** must not

- 1 admit liability
- 2 incur any **defence costs**
- 3 make any offers of settlement
- 4 otherwise prejudice the conduct of defence or settlement of that **claim** or **claim circumstance**

without first obtaining **our** written approval. This applies regardless of any complaint handling procedure or if the amount in dispute is less than **your excess**.

Breach of Claim notification condition or Claim circumstance condition

If **you** do not comply with the **Claim notification condition** or the **Claim circumstance condition** and where the **claim** or **claim circumstance** would otherwise be covered by **your policy**, **we** will not refuse to pay the **claim** provided:

- 1 **you** tell **us** in writing about the **claim** or **claim circumstance** during the **period of insurance** and
- 2 **you** can satisfy **us** that **you** had no intention to deceive or mislead.

If, however, this affects **our** ability to handle or settle a **claim** or **claim circumstance**, **we** will reduce the amount **we** pay to the figure **we** reasonably believe would have been payable had **our** ability to handle or settle it not been affected. This does not affect any other condition in this **policy**.

Claim circumstance condition

You must tell **us** in writing as soon as possible within the **period of insurance** about **claim circumstances**.

When telling **us** about **claim circumstances**, **you** must give to **us** full details including but not limited to

- 1 a description of the **claim circumstance**
- 2 the nature of the alleged act, error or omission leading to the **claim circumstances** and the date it was committed
- 3 the nature of the alleged damage

- 4 the names of the actual or potential claimants and defendants, and
- 5 the manner in which **you** first became aware of the **claim circumstance**.

If **claim circumstances** that relate to work **you** performed after the **retroactive date** and within the **period of insurance** lead to a **claim** after the **period of insurance** has ended, that **claim** will be deemed to have been made against **you** during the **period of insurance**, provided that **you** told **us** in accordance with the requirements of this condition.

Claim control and co-operation condition

You must give **us** all information and assistance that **we** reasonably require and that is in **your** power to provide.

You must co-operate with **us** and anyone appointed on **our** behalf by

- 1 providing any information, assistance, signed statements or depositions as **we** may require to comply with any Civil Procedure Rules, Practice directions and Pre-Action Protocols as may be issued
- 2 assisting to present the best possible defence to a **claim**
- 3 ensuring access to any information that **we** or **our** representatives may require in the defence of a claim or the investigation of any **claim circumstance**, whether or not that information may be privileged
- 4 provide **us** with any and all information that will allow **us** to determine **our** liability under **your policy**
- 5 making payment on demand of **your excess** in order to comply with the terms of any settlement **we** have agreed
- 6 providing any information, assistance, signed statements or depositions as **we** may require to exercise **our** rights of subrogation
- 7 ensuring that all documents of any description relevant to any **claim** or **claim circumstance** are preserved and complete.

Claims notification condition

You must tell **us** in writing as soon as possible within the **period of insurance** about any **claim** against **you** irrespective of **your** views as to the validity of that **claim**.

We will not pay **your claim** where **you** have not complied with this condition.

Dishonesty and fraud condition

You must tell **us** as soon as possible within the **period of insurance** of the discovery of any dishonest or fraudulent act or omission or of any reasonable suspicion that an **employee** has acted dishonestly or fraudulently.

We will not pay **your** claim where **you** have not complied with this condition.

Expiry of period of insurance condition

If **you** become aware of a **claim** or **claim circumstances** in the 7 days immediately before the end of the **period of insurance** but, in **our** reasonable opinion, **you** are unable to tell **us** before the end of the **period of insurance**, **we** will allow **you** an additional seven days immediately after the **period of insurance** to tell **us**.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf steps to enforce rights against any other party before or after any payment is made by **us**.

We will not exercise any right of subrogation against any present or former **employee** unless **we** have made payment brought about or contributed to by any dishonest, fraudulent or malicious act or omission of that present or former **employee**, or if the present or former **employee** conspired to commit or condone any such dishonest, fraudulent or malicious act or omission.

You must not enter into any contract or other agreement that restricts **your** rights of recovery in respect of any **claim** that may be covered by **your policy**.

Employers liability section

Contents of this section

Meanings of defined terms	20
What is covered	21
What is not covered	24
Section conditions	24

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** section at the start of **your policy**.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred, with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability at law beyond that applicable in the absence of those terms.

Employed person

- 1 Anyone under a contract of service or apprenticeship with **you**.
- 2 Anyone who is
 - a employed by **you** or on **your** behalf on a labour only basis
 - b self employed
 - c hired to **you** or borrowed by **you** from another employer
 - d a voluntary helper or taking part in a work experience or training scheme
 - e a driver or operator of hired-in plant
 - f an outworker or homeworker

- g a prospective employee who is being assessed by **you** as to their suitability for employment
 - h a person on secondment to **you** from an overseas subsidiary company or **your** parent company whilst working within the **policy territories**
 - i a person engaged in community service working under the Criminal Justice Act 2003 or similar legislation
- and under **your** direct control or supervision.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from or travelling by sea or air to, from or between an offshore rig, platform or similar offshore installation.

Principal

Employer who has engaged **you** to act on their behalf, under a contract or agreement for the performance of work by **you**, in connection with the **business**.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

- 1 Health and Safety
- 2 Terrorism (protection of premises)
- 3 Consumer Protection
- 4 Food safety

legislation applying within the **policy territories**.

Territorial limits

- 1 The **policy territories**
- 2 The European Union but only in respect of part 6 of **Additional business activities cover**
- 3 Worldwide but only in respect of
 - a part 3 and part a of **Personal liability cover**
 - b **Work overseas cover**.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident within the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business** within the **territorial limits**.

Limit of indemnity

- 1 The employers' liability limit of indemnity shown in **your** schedule is the most **we** will pay in total for all damages and **Claim costs cover** and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.
- 2 The terrorist act limit of indemnity shown in **your** schedule is the most **we** will pay in total for all damages and **Claim costs cover** and will apply exclusively to any one claim or series of claims by one or more of the **employed persons** arising directly or indirectly in connection with a **terrorist act**.
- 3 The data protection limit of indemnity shown in **your** schedule is the most **we** will pay in total for all compensation, costs and expenses arising under **Data protection cover** as a result of all occurrences during any one **period of insurance**.
- 4 The **manslaughter costs** limit of indemnity shown in **your** schedule is the most **we** will pay in total for all **Manslaughter costs cover** and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance**.
- 5 The **safety legislation costs** limit of indemnity shown in **your** schedule is the most **we** will pay in total for all **Safety legislation costs cover** and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance**.
- 6 **We** may at any time pay
 - a the limit of indemnity applicable to the claim or claims, after deducting any amounts already paid, or

- b** any lesser amount for which a settlement can be made.

We will not then be liable to make any further payment in respect of the claim or claims.

Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1** providing and managing facilities for the benefit and welfare of **employed persons**
- 2** repairing, maintaining and decorating property or premises owned, leased, hired, rented or used by the **business**
- 3** providing and managing facilities primarily used for fire prevention, safety or security at premises occupied by the **business**
- 4** maintaining and repairing vehicles and machinery owned or used by **you**
- 5** private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6** organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union
- 7** organisation and sponsorship of fund raising activities and events and sponsorship of individuals
- 8** the sale or disposal of **business** assets.

Claim costs cover

We will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will pay **you** at the rate of £500 per person for each day that **we** request **you** or any director, partner, officer or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Data protection cover

We will cover the amount of compensation, costs and expenses which **you** are legally liable to pay in respect of damage or distress occurring during the **period of insurance**, arising from holding the personal data of directors or **employed persons**, or as a result of any loss, misuse or unauthorised disclosure of the personal data of directors or **employed persons** held by **you** in the course of the **business**.

We will only pay

- 1** amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
- 2** if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

We will not cover

- 1** fines or penalties imposed by a court
- 2** the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
- 3** the cost of replacing, reinstating, rectifying or erasing any personal data
- 4** refund of monies paid to **you** by any claimant
- 5** liability for which cover is provided under any other more specific insurance.

Injury to working partners cover

If **you** are a working partner the cover will apply as though **you** were an **employed person** as long as

- 1** **bodily injury** is sustained while **you** are working in connection with the **business**
- 2** **bodily injury** is caused by another partner or **employed person** while working in connection with the **business**
- 3** **you** have a valid right of action for negligence against the other partner or **employed person**.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 fees for intervention raised or payable under any Health and Safety laws or regulations
- 3 costs and expenses of implementing any remedial order or publicity order
- 4 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 5 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 6 costs and expenses of defence where defence costs are available from any other source or insurance
- 7 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Personal liability cover

If a claim is made against any director, partner, officer or **employed person** of **yours** in circumstances where **you** would have had cover

had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

- 1 performing their normal duties in connection with the **business**
- 2 work is being carried out on behalf of any director, partner or officer of **yours** by an **employed person** with **your** consent
- 3 acting in a personal capacity, during the course of a business trip or business journey arranged for the purpose of the **business**.

The cover provided by this section will also apply to

- a the spouse, civil partner, cohabiting partner or any children accompanying a director, partner, officer or **employed person** in the course of a business trip or business journey
- b the officers, committee and members of benefit, welfare, fire, safety and security facilities, that **you** provide for **employed persons**, in their respective capacities as such
- c **your** personal representative in the event of **your** death, or the personal representative of any other deceased person entitled to cover.

We will not pay where cover is provided by another insurance policy.

Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **principal** arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract or agreement with the **principal**.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 fees for intervention raised or payable under any Health and Safety laws or regulations
- 3 costs and expenses of an appeal against improvement or prohibition notices
- 4 costs and expenses from the point of being charged for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 5 costs and expenses of defence where defence costs are available from any other source or insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Unsatisfied court judgement cover

We will, at **your** request, pay an **employed person** the amount awarded to that person by a court of law for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories**, if such award remains unpaid six months after the date of the judgement.

We will only provide cover if

- 1 there is no outstanding appeal
- 2 the **bodily injury** was sustained during the **period of insurance** by the **employed**

person while working in connection with the **business**

- 3 the judgement was obtained in a court within the **policy territories**
- 4 the **employed person** or their personal representative assigns the amount awarded under the judgement to **us**.

Work overseas cover

We will cover **you** for bodily injury to **employed persons** ordinarily resident in the **policy territories** whilst temporarily undertaking non manual work for **you** or on **your** behalf worldwide.

✗ What is not covered

Offshore exclusion

We will not cover claims for **bodily injury** to any **employed person** while **offshore**.

Radioactive contamination exclusion

We will not cover claims for

- 1 **contractual liability**
- 2 which **your principal** has a legal liability caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Road Traffic Act exclusion

We will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security under any Road Traffic legislation.

Section conditions

This condition of cover applies only to this section. **You** must comply with the following condition to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

(**Note** An example would be a circumstance where **you** have breached a term or condition applicable to this section which may invalidate **your** cover. **We** would still pay the claim to comply with such law, but **you** would be required to reimburse **us**).

Public and products liability section

Contents of this section

Meanings of defined terms	26
What is covered	28
What is not covered	33

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** section at the start of **your policy**.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred, with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Clean up costs

Costs and expenses of remediation of environmental damage or environmental harm.

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Contractual liability

Legal liability assumed by **you** under the terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability at law beyond that applicable in the absence of those terms.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber incident

- 1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
- 2 Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Employed person

- 1 Anyone under a contract of service or apprenticeship with **you**.
- 2 Anyone who is
 - a employed by **you** or on **your** behalf on a labour only basis
 - b selfemployed
 - c hired to **you** or borrowed by **you** from another employer
 - d a voluntary helper or taking part in a work experience or training scheme
 - e a driver or operator of hired-in plant
 - f an outworker or homeworker

g a prospective employee who is being assessed by **you** as to their suitability for employment

h a person on secondment to **you** from an overseas subsidiary company or **your** parent company whilst working within the **policy territories**

i a person engaged in community service working under the Criminal Justice Act 2003 or similar legislation

and under **your** direct control or supervision.

Enforcing authority

Any government or statutory authority implementing or enforcing environmental protection legislation in the **policy territories**.

Event

Claim or series of claims against **you** as a result of or caused by a single source or the same original, repeated or continuing cause.

Excess

First amount of any claim or claims, for which **you** are responsible.

Fungal pathogens

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 aerosols.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Nuisance or trespass

Nuisance, trespass to land or trespass to goods, or interference with any easement.

Offshore

On or working from or travelling by sea or air to, from or between an offshore rig, platform or similar offshore installation.

Personal injury

- 1 **Bodily injury**
- 2 Wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy.

Pollutants

Any solid, liquid or gaseous pollutant, contaminant or irritant substance or any biological agent that is a danger to human health.

Principal

Employer who has engaged **you** to act on their behalf, under a contract or agreement for the performance of work by **you**, in connection with the **business**.

Products

Products that **you** have sold, supplied, provided or delivered in the course of the **business** including containers, packaging, labelling, instructions or advice in connection with products.

Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

- 1 Health and Safety
- 2 Terrorism (protection of premises)
- 3 Consumer Protection
- 4 Food Safety

legislation applying within the **policy territories**.

Sudden incident

Sudden, identifiable, unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

Territorial limits

- 1 The **policy territories**
- 2 The European Union but only in respect of
 - a part 6 of **Additional business activities cover**
 - b **Contingent motor liabilities cover**
- 3 Worldwide but only in respect of
 - a part 3 and part a of **Personal liability cover**
 - b **Work overseas cover**
 - c **products** supplied from within the **policy territories**.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of

- 1 **personal injury**
- 2 **property damage**
- 3 **nuisance or trespass**

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

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, cover will only apply where the release or escape of such **pollutants** arises from a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories**. All **property damage** or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

Limit of indemnity

- 1 The public and products liability limit of indemnity shown in **your** schedule is the most **we** will pay in total for all damages arising from one **event**.
- 2 The public and products liability limit of indemnity is also the most **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from
 - a release or escape of **pollutants**
 - b **products**.

- 3 The environmental clean up cover limit of indemnity shown in **your** schedule is the most **we** will pay in total for all **Environmental clean up cover**, as a result of one **sudden incident** or all such incidents happening during any one **period of insurance**.

Where a claim for damages arises in addition to **Environmental clean up cover** as a result of the same **sudden incident**, the most **we** will pay for the total amount of damages and **Environmental clean up cover** added together will not exceed the public and products liability limit of indemnity shown in **your** schedule.

- 4 The terrorist act limit of indemnity shown in **your** schedule is the most **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with a **terrorist act**.
- 5 The data protection limit of indemnity shown in **your** schedule is the most **we** will pay in total for all compensation, costs and expenses arising under **Data protection cover** as a result of all occurrences during any one **period of insurance**.
- 6 The **manslaughter costs** limit of indemnity shown in **your** schedule is the most **we** will pay in total for all **Manslaughter costs cover** and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance**.
- 7 The **safety legislation costs** limit of indemnity shown in **your** schedule is the most **we** will pay in total for all **Safety legislation costs cover** and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance**.
- 8 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all parties entitled to cover, shall not in any circumstances exceed the limit of indemnity applicable to the claim or claims, shown in **your** schedule.

- 9 **We** will pay **Claim costs cover** in addition to the limit of indemnity applicable to the claim or claims, except where

- a an action for damages is started or brought in the United States of America or Canada
- b **we** state any amount or limit of indemnity is inclusive of **Claim costs cover**.

- 10 If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity, applicable to the claim or claims, shown in **your** schedule, for the total of all damages and **Claim costs cover** arising from the action.

- 11 **We** may at any time pay

- a the limit of indemnity applicable to the claim or claims, after deducting any amounts already paid, or
- b any lesser amount for which a settlement can be made.

We will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay **Claim costs cover** in addition to the limit of indemnity applicable to the claim or claims, **we** will pay the costs incurred before the date of the claim payment.

Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 providing and managing facilities for the benefit and welfare of **employed persons**
- 2 repairing, maintaining and decorating property or premises owned, leased, hired, rented or used by the **business**
- 3 providing and managing facilities primarily used for fire prevention, safety or security at premises occupied by the **business**
- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission

- 6 organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union
- 7 organisation and sponsorship of fund raising activities and events and sponsorship of individuals
- 8 the sale or disposal of **business** assets.

Claim costs cover

We will cover **claim costs** in connection with a claim for which an award of damages or **clean up costs** is paid or may be payable under this section, but **we** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will pay **you** at the rate of £500 per person for each day that **we** request **you** or any director, partner, officer or **employed person** to attend court as a witness in connection with a claim for which an award of damages is paid or may be payable under this section.

Contingent motor liabilities cover

The **Road Traffic Act exclusion** will not apply to this cover.

We will cover the amount of damages which **you** are legally liable to pay in respect of

- 1 **bodily injury**
- 2 **property damage**

occurring during the **period of insurance** and arising out of

- a the use by an **employed person** of their own motor vehicle
- b the movement of any motor vehicle, not owned by, or provided by **you** or an **employed person**, that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working

within the **policy territories** and the European Union in connection with the **business**.

We will not pay

- 1 unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person

driving holds a valid licence to drive the motor vehicle

- 2 for loss of or damage to any motor vehicle referred to in **a** or **b** above
- 3 where cover is provided by another insurance policy.

Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate policy had been issued to each and, where **you** are a membership organisation, the cover will apply to each member as if a separate policy had been issued to each member.

However, the most **we** will pay in total, on behalf of all parties entitled to cover, shall not in any circumstances exceed the limit of indemnity applicable to the claim.

Data protection cover

We will cover the amount of compensation, costs and expenses which **you** are legally liable to pay in respect of **personal injury** occurring during the **period of insurance**, arising from holding personal data, or as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

We will only pay

- 1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
- 2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

We will not cover

- 1 any claims from directors or **employed persons**
- 2 fines or penalties imposed by a court
- 3 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice

- 4 the cost of replacing, reinstating, rectifying or erasing any personal data
- 5 refund of monies paid to **you** by any claimant
- 6 liability for which cover is provided under any other more specific insurance.

Defective Premises Act cover

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** or **property damage**, occurring during the **period of insurance**, arising out of premises **you** have disposed of, but had previously owned in connection with the **business**.

We will not cover

- 1 loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them
- 2 any liability for which **you** are covered under any other insurance policy.

Environmental clean up cover

We will cover the amount of **clean up costs** which **you** are legally liable to pay, under a notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

The cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business** within the **policy territories**.

We will not cover

- 1 any part of a claim for **clean up costs**
 - a at, in or upon property that is or was, owned by **you**, or in **your** possession, or in **your** custody or under **your** control
 - b to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that
 - i necessary to meet the standards required by law at the start of remediation
 - ii existing at the time of a **sudden incident** for which a claim is made under this section
- 2 the **excess** shown in **your** schedule in respect of each and every claim for **clean up costs**.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 fees for intervention raised or payable under any Health and Safety laws or regulations
- 3 costs and expenses of implementing any remedial order or publicity order
- 4 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 5 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 6 costs and expenses of defence where defence costs are available from any other source or insurance
- 7 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Munitions of war cover

The **War risk exclusion** will not apply to claims arising from the accidental detonation of munitions of war arising within the **policy territories**, provided that the presence of munitions does not result from a state of war current at the time of damage.

Personal liability cover

If a claim is made against any director, partner, officer or **employed person** of **yours** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

- 1 performing their normal duties in connection with the **business**
- 2 work is being carried out on behalf of any director, partner or officer of **yours** by an **employed person** with **your** consent
- 3 acting in a personal capacity, during the course of a business trip or business journey arranged for the purpose of the **business**.

The cover provided by this section will also apply to

- a the spouse, civil partner, cohabiting partner or any children accompanying a director, partner, officer or **employed person** in the course of a business trip or business journey
- b the officers, committee and members of benefit, welfare, fire, safety and security facilities, that **you** provide for **employed persons**, in their respective capacities as such
- c **your** personal representative in the event of **your** death, or the personal representative of any other deceased person entitled to cover.

We will not pay where cover is provided by another insurance policy.

Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the

principal arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract or agreement with the **principal**.

Property in your care cover

The cover provided by this section will apply to the following whether or not it is in **your** possession or custody or under **your** control at the time of the occurrence of loss or damage

- 1 premises which are leased, let, rented, hired or lent to **you**
- 2 premises including contents where **you** are temporarily carrying out work in connection with the **business**
- 3 vehicles or personal effects on **your** premises, which belong to or are the responsibility of **your** directors, partners, officers, **employed persons** or **your** visitors.

We will not provide cover for

- 1 loss of or damage to property
 - a owned by **you**
 - b leased, let, rented, hired or lent to **you** or for which **you** otherwise accept responsibility, other than where cover is provided under 1, 2 or 3 above
 - c that is being worked on or is undergoing a process or other operation where loss or damage arises out of such work, process or other operation
 - d for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner
- 2 any **contractual liability**
- 3 **clean up costs**.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** or **property damage** occurring during the **period of insurance** in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 fees for intervention raised or payable under any Health and Safety laws or regulations
- 3 costs and expenses of an appeal against improvement or prohibition notices
- 4 costs and expenses from the point of being charged for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 5 costs and expenses of defence where defence costs are available from any other source or insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Work overseas cover

We will cover **you** for non manual work temporarily undertaken by **you** or on **your** behalf worldwide by persons ordinarily resident within the **policy territories**.

✕ What is not covered

Aircraft and watercraft exclusion

We will not cover claims caused by or arising from

- 1 **you** owning, possessing or using any
 - a aircraft (including unmanned aerial vehicles such as model aircraft helicopters and drones)
 - b watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon)
- 2 any work in, or on watercraft.

Airside exclusion

We will not cover claims caused by or arising from any work in, or on

- 1 aircraft
- 2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

Asbestos exclusion

We will not cover claims caused by or arising from

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

Contractual liability exclusion

We will not cover claims

- 1 where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of any claim
- 2 to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

Cyber and data exclusion

We will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

- 1 any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**
- 2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or

alteration of any **data** including any amount pertaining to the value of such **data**

- 3 failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

- a for **bodily injury**
- b for physical **property damage**
- c under the **Data Protection cover** of this section

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

Damage to goods supplied, own or completed works exclusion

We will not cover claims for loss of or damage to

- 1 goods or materials supplied by or for use by **you**
- 2 any work, process or other operation that **you** or anyone on **your** behalf are carrying out or have completed.

This exclusion will not apply to goods or materials or any work, process or other operation previously supplied, used, carried out or completed under a separate contract.

Deliberate act exclusion

We will not cover claims

- 1 caused by or arising from any deliberate act, error or omission
 - a where the results are intended or expected, or are reasonably foreseeable by **you**
 - b by anyone other than **you**, so far as cover is requested for their own liability
- 2 for **clean up costs** in circumstances where **you** have knowingly
 - a deviated from any regulatory notice, order or protection ruling
 - b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

Employee injury exclusion

We will not cover **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

Excess exclusion

The relevant **excess** stated in **your** schedule will apply to each **event**.

Fungal pathogens exclusion

We will not cover claims caused by or arising directly or indirectly from any **fungal pathogens**.

Offshore exclusion

We will not cover claims caused by or arising from any work **offshore**.

Overseas establishment exclusion

We will not cover claims caused by or arising from any

- 1 associated or subsidiary company of **yours**
- 2 of **your** branch offices
- 3 representatives of **yours** with powers of attorney

registered, having premises or resident outside the **policy territories**.

Professional duty exclusion

We will not cover claims caused by or arising from any breach of professional duty in relation to

- 1 advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, or testing undertaken or given for a fee
- 2 physical, mental or cosmetic treatment of any person (other than first aid treatment).

Punitive damages exclusion

We will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

Radioactive contamination exclusion

We will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Recall or refunds exclusion

We will not cover loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund for goods or materials supplied or used.

Rectification of defects exclusion

We will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable goods, materials, work, process or other operations, or to make any refund.

Road Traffic Act exclusion

We will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

War risk exclusion

We will not cover claims caused by or arising from war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

Sub-contractors (works) condition

If **you** appoint any **bona fide sub-contractor** to carry out work on **your** behalf, **you** must take reasonable steps to obtain confirmation from the **bona fide sub-contractor**, prior to starting work, that they have insurance in force throughout the period of their involvement in the work.

A written record must be retained by **you** for inspection by **us** if a claim arises for which the **bona fide sub-contractor** may have a responsibility, showing evidence of

- 1 Employers' liability insurance in the name of the **bona fide sub-contractor**, covering liability to employees in accordance with any law relating to compulsory insurance
- 2 Public liability insurance covering the legal liability of the **bona fide sub-contractor**, to anyone who is not one of their employees and which
 - a has a limit of indemnity not less than the public and products liability limit of indemnity shown in **your** schedule, or any other amount agreed by **us** in writing
 - b includes a clause providing benefit of cover to **you** in similar terms to the **Principals liability cover** provided by this section
 - c covers the type of work being carried out by the **bona fide sub-contractor**.

If **you** appoint any **bona fide sub-contractor** to carry out work on **your** behalf in an emergency that leaves insufficient time to obtain all written evidence as required by this condition, **we** will not enforce the condition, so long as **you** obtain verbal confirmation from the **bona fide sub-contractor**, prior to starting work, that insurance in accordance with **1** and **2** above is in force and **you**

- i subsequently exchange correspondence confirming this
- ii retain the correspondence for inspection by **us** if a claim arises for which the **bona fide sub-contractor** may have a responsibility.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

Suspension of cover condition

We may, at any reasonable time, inspect any premises or site and, in the event of any defect or danger being apparent, **we** may, by written notice to **you**, suspend **our** liability that may arise from that defect or danger.

Directors' and officers' liability section

Contents of this section

Meanings of defined terms	37
Limit of cover	41
What is covered	41
What is not covered	43
Section conditions	45

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** section at the start of **your policy**. If a term is defined in the **Meanings of defined terms** section at the start of **your policy** and in the **Meanings of defined terms** within this section the meaning shown here will be used for the **Directors' and officers' liability section**.

Bail costs

Costs agreed with us, to pay for a bond to guarantee an **insured person's** bail or equivalent in another country as required by a court of law.

Circumstance

- 1 Any verbal or written complaint made against **you** or an **insured person** that could give rise to a **claim**. This does not include any routine employment disciplinary action, grievance, or employee dismissal.
- 2 Any non-routine regulatory intervention, serious accident or near miss likely to give rise to a **claim** and/or **investigation**.

Claim

Any written demand or civil, criminal, arbitration or regulatory proceeding first made against **you** or an **insured person** during the **period of insurance**

- 1 seeking monetary damages
- 2 seeking a penalty or other legal action and alleging a **wrongful act**
- 3 alleging an employment practice **wrongful act**.

Any claims involving allegations from the same or essentially the same facts shall be treated as one claim.

Crisis public relations consultants

Specialist crisis public relations consultants as appointed or agreed in writing by **rradar** or **us**.

Crisis public relations costs

Costs incurred by the **crisis public relations consultants** to prevent, limit or reduce the actual or potential damage to **your** or any **insured person's** reputation from negative publicity or media attention.

Defence costs

Costs agreed with **us**, in writing, to

- 1 investigate or defend any **claim**
- 2 fund an appeal against a ruling or judgement (including payment of an appeal bond).

Deprivation of assets expenses

Costs and expenses of any **insured person** paid directly to provide the services listed below as a direct result of any interim or interlocutory order confiscating or suspending the rights of ownership over personal assets or real property of any **insured person** during the **period of insurance**

- 1 schooling
- 2 housing
- 3 utilities or
- 4 personal insurances.

Such costs shall only be paid where a personal allowance has been directed by a Court to meet such payments and that personal allowance has been exhausted.

Employed person

Anyone

- 1 under a contract of service or apprenticeship with **you** or a worker as defined in Section 230 of the Employment Rights Act 1996
- 2 who is
 - a employed by **you** or for **you** on a labour only basis
 - b hired to **you** or borrowed by **you** from another employer

- c a voluntary helper or someone taking part in a work experience or training scheme

and under **your** control or supervision.

Employment practice claim

- 1 Any **claim** by any **employed person** for any actual or alleged
 - a wrongful, unfair or constructive dismissal, discharge or termination of employment
 - b breach of written or implied contract
 - c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
 - d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
 - e **retaliatory treatment**
 - f defamation or invasion of privacy.
- 2 Any other **claim** happening only as a result of **you** employing any current, former or prospective **employed person**.

Employment practice wrongful act

- 1 Any actual or alleged act, conduct, error or omission carried out or attempted by **you**, an **insured person** or a third party where **you** are held to be legally responsible for any actual or alleged
 - a wrongful, unfair or constructive dismissal, termination of employment
 - b breach of a written or implied contract
 - c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
 - d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
 - e **retaliatory treatment**
 - f defamation or invasion of privacy.

Employment practice wrongful act does not include any internal disciplinary matter, grievance or appeal.

- 2 Any other **claim** happening only as a result of **you** employing any current, former or prospective **employed person**.

Employment related benefits

Any payment to an **insured person** as well as normal salary including

- 1 payments made or due (including options to purchase, acquire or sell) under a share option
- 2 pension scheme or other employee benefit program incentive or deferred salary.

Excess

The first amount of any **claim** or **claims** as detailed in **your** schedule for which **you** are responsible. The excess applies to **loss, crisis public relation costs, defence costs and investigation costs**.

The excess will only be charged at the end of each **claim** or **investigation**.

Extradition proceeding

Any **claim** or proceeding brought against an **insured person** under United Kingdom extradition law or similar law in any other country.

Insured person

- 1 Any person who was, is, or during the **period of insurance** becomes a director, trustee, partner, member or officer of **yours** (excluding any shareholder of **yours** apart from otherwise covered in any other insured person capacity).
- 2 Any natural person acting in the capacity as a director of **yours** (not including any administrator, liquidator, receiver or auditor).
- 3 Any shadow director as defined under United Kingdom law or similar legislation in any other country.
- 4 Any **employed person**.
- 5 Any trustee of any pension or employee benefit scheme or trust fund operated or administered by **you**.
- 6 The spouse, civil or unmarried partner of an insured person described in **1** to **5** above,

only because of their relationship, following a **claim** against the insured person.

- 7 The estates, heirs or legal representatives of any insured person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a **claim** against the insured person.

Investigation

Other than investigations by HM Revenue and Customs (HMRC), any official hearing, investigation, examination, official enquiry or enquiry into **your** business activities or an **insured person's** conduct of **your** business activities carried out by any government department, regulator or third party with legal rights to do so.

For HMRC investigations, investigation is restricted to those enquiries undertaken by the Special Civil Investigations Office under Code of Practice 8 or Code of Practice 9, an enquiry held under section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of HMRC.

Investigation does not include any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of **your** industry which is not related only to **your** or any **insured person's** conduct.

Any investigations involving allegations from the same or essentially the same facts will be treated as one investigation.

Investigation costs

Legal and other professional costs and expenses agreed with **us** in writing, incurred directly by **you** or an **insured person** in preparing for and attending any investigation.

This does not include salary or any other additional costs of **yours**.

Limit of liability

The amount shown in **your** schedule as the limit of liability.

Loss

Costs and expenses of any claimant and civil regulatory penalties which an **insured person** becomes legally liable to pay and incurred with **our** prior written agreement, to investigate, defend or settle a **claim** against any **insured person** and this will include

- 1 **defence costs and investigation costs**
- 2 awards of damages (including punitive and exemplary damages where legally allowed)
- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements

but this will not include any criminal fines or penalties, taxes (other than those covered under the **Tax cover**), salary or **employment related benefits**.

Civil regulatory penalties are covered only where they are insurable under United Kingdom law.

Manslaughter claim

Any court action brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Outside company

Any company other than **you**

- 1 that is a charity or association, or
- 2 in which **you** hold any issued share capital

but this does not include

- a any company registered outside of Great Britain, Northern Ireland, Channel Islands and the Isle of Man
- b any listed company
- c any financial services company.

Policy territories

Worldwide.

Pollutant

Any contaminant, irritant or other substance including, but not limited to asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).

Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any **pollutant** or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any **pollutant**.

Retaliatory treatment

Any actual or alleged action by **you** against an **employed person** as a result of the **employed person** using or trying to use their legal rights.

This includes but is not limited to their rights under employment discrimination law.

Safety legislation claim

Any court action alleging a breach of statutory duty under health and safety, consumer protection or food safety legislation.

Subsidiary

Any company where **you**

- 1 own more than 50% of the share capital
- 2 have a majority of the voting rights
- 3 have the right to appoint or remove a majority of the company's board of directors
- 4 control a majority of its voting rights under a written agreement with other shareholders or members.

Subsidiary will not include any company registered outside of Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

Tax investigation claim

- 1 Aspect investigation by HM Revenue and Customs (HMRC).
- 2 Full enquiry by HMRC.
- 3 A challenge following a compliance review by HMRC regarding Income Tax, Pay As You Earn (PAYE) regulations, National Minimum Wage and National Insurance contributions.
- 4 An appeal to value added tax (VAT) or duties tribunal up to and including First Tier Tribunal or Upper Tribunal.

Tax investigation will not include

- a any costs incurred in the normal completion of tax or value added tax (VAT) returns
- b any tax investigation where returns have been submitted more than 30 days after the statutory filing deadline
- c any tax investigation where you or any **insured person** have failed to maintain proper accounting records
- d any tax investigation where **rradar** assess HMRC findings to be reasonable and there is no realistic prospect of a successful defence.

Wrongful act

Any actual or alleged act, error or omission carried out or attempted by an **insured person** during the performance of their duties but only in their role as **your** director, officer or **employed person** including:

- 1 breach of any duty, including fiduciary or statutory duty
- 2 breach of trust
- 3 negligence, negligent misstatement, misleading statement or negligent misrepresentation
- 4 defamation
- 5 wrongful trading as defined under United Kingdom law
- 6 breach of warranty or authority
- 7 any other act, error or omission attempted or allegedly carried out or attempted by an **insured person** only because of their position as a trustee, director, officer or **employed person of yours**.

You/your

Person, persons, firm, company or organisation shown in your schedule as The insured including

- 1 a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** provided that the newly created or acquired subsidiary
 - a is not registered outside of Great Britain, Northern Ireland, Channel Islands and the Isle of Man

- b does not trade any of its securities on any exchange but only for a **claim** against an **insured person** caused by a **wrongful act** carried out after the date of creation or acquisition.
- 2 any pension or employee benefit scheme or trust fund of yours.

Limit of cover

The most **we** will pay for any one **claim** or **investigation** is the **limit of liability**. The **limit of liability** will apply regardless of the number of **insured persons** involved in a **claim** or **investigation**.

Any **claim** under this section involving both a **claim** and **investigation** will be treated as one **limit of liability**.

✓ What is covered

Additional limit for loss cover

Where the **limit of liability** has been exhausted, the **limit of liability** shall be increased by £100,000 per **claim** or **investigation** for each **insured person** provided that such limit in excess of

- 1 any other available insurance
- 2 any other available indemnity.

Bail costs cover

We will pay on behalf of any **insured person** **bail costs** caused by a **claim** for a **wrongful act**.

Brexit cover

We will pay for any **insured person's loss** caused by a **claim** for a **wrongful act** in connection with the withdrawal of the United Kingdom from the European Union.

Circumstance investigation cover

We will pay the costs of **rradar** to investigate any **circumstance** notified to **rradar** during the **period of insurance** and to take any reasonable and necessary steps to avoid or mitigate a potential claim.

The most **we** will pay under this cover is £100,000 for any one **claim**.

This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.

Claims against an insured person cover

We will pay the **loss** incurred by any **insured person** caused by a **claim** for a **wrongful act**.

Company reimbursement cover

We will pay for the **loss** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **claim** for a **wrongful act**.

Compensation for court attendance cover

We will pay **you** at the rate of £350 per day for each **insured person** (plus an accompanying spouse, civil or unmarried partner), provided the **insured person's** attendance is required by the court in connection with any **claim** or **investigation**.

Crisis public relations costs cover

We will pay an **insured person's crisis public relations costs** caused by a **claim** for a **wrongful act** or an **investigation**.

Deprivation of assets cover

We will pay the **loss** of any **insured person** for **deprivation of asset expenses**.

The most **we** will pay under this cover is £250,000 for any one **claim**. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.

Directors personal property boundary disputes cover

We will pay **rradar's** costs to represent a director of **yours** in relation to a **claim** concerning the position or enforcement of a legal boundary between the principal personal residence of the director and adjoining property.

The most **we** will pay under this cover is £25,000 for any one **claim**. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.

Directors' personal tax cover

We will pay the legal costs of any director or partner of **yours** in a personal **tax investigation**

claim where **rradar** assesses such legal costs will mitigate or avoid a **claim** against an **insured person**.

The most **we** will pay under this cover is £50,000 for any one **claim**. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**. The legal costs are solely restricted to the costs of **rradar**.

Employment practice claims cover

We will pay for the **loss** caused by an **employment practice claim** during the **period of insurance** brought by a current, former or potential **employed person**.

We will not cover **you** for any **employment practice claim** more specifically insured by **you** or on **your** behalf.

Extradition proceedings cover

We will pay, for any **insured person**, the **loss** caused by any **extradition proceedings** against any **insured person** during the **period of insurance** caused by a **claim** for any **wrongful act**.

Investigation costs cover

We will pay the **investigation costs** caused by an **investigation**. Such costs will only be covered from the date an **insured person** is notified as being subject to an **investigation**.

Management buy-out cover

If during the **period of insurance** members of **your** existing management team conduct a management buy-out, **we** agree to provide cover to the same level and terms as **your policy** for the new company for a period of 60 days from the buy-out date for any **wrongful act** carried out by any **insured person** within this 60 day period.

Manslaughter claims cover

We will pay for the **defence costs** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **manslaughter claim** against an **insured person** for a **wrongful act**.

Outside company cover

We will pay for the **loss** incurred by any **insured person** for any **wrongful act** within the **policy**

territories carried out in their role as a trustee, director or officer of an **outside company**.

Provided that the **insured person** acts in that role at **your** written request and the **claim** does not arise from a **wrongful act** carried out after the **insured person** stopped acting in this role.

We will only pay after any cover provided by the **outside company** to its trustees, directors or officers and any other insurance available to its trustees, directors and officers has been used.

Pension or employee benefit schemes cover

We will pay for the **loss** caused by a **claim** for a **wrongful act** in connection with an **insured person's** operation or administration of any of **your** pension schemes (other than a defined benefit scheme with assets in excess of £5,000,000 as declared in **your** latest annual report), employee benefit schemes or trust funds.

Personal charity or not for profit association cover

We will pay for the **loss** incurred by any **insured person** for any **wrongful act** within the **policy territories** carried out in their role in a personal capacity as a director or officer of a charity or any not for profit organisation.

Pollution claims cover

We will pay for the **loss** arising from **pollution** caused by a **claim** for any **wrongful act**.

Retired insured persons cover

In the event that this **policy** is not renewed or replaced with a similar policy, cover will continue for any **insured person** who voluntarily stops being an **insured person** before the date of non-renewal for reasons other than

- 1 disqualification from holding such a position, or
- 2 a take-over or merger.

Cover will continue for an unlimited period from the date of non renewal (the "run-off period"), provided that

- a cover will only apply to **claims** caused by any **wrongful act** carried out or alleged before the date of retirement of the **insured person**
- b the run-off period will run at the same time as any extended notification period
- c no similar insurance is in place elsewhere.

Safety legislation claims cover

We will pay for the **loss** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **safety legislation claim** (or similar legislation in any other jurisdiction) against an **insured person** for a **wrongful act**.

Tax cover

If **you** become insolvent, this section will extend to pay for any **claim** against an **insured person** alleging a **wrongful act** relating to **your** unpaid tax liability within the **policy territories**.

✗ What is not covered

Bodily injury or property damage exclusion

We will not cover any **claim**, **loss** or **investigation**

- 1 for psychological or emotional distress other than an **employment practice claim**
- 2 for sickness, disease, bodily injury or death other than a **safety legislation claim** or **manslaughter claim**
- 3 for the loss, damage or destruction of any tangible property including loss of use of that property.

This exclusion will not apply to **defence costs** **you** incur up to a maximum of £100,000 in excess of any other insurance or cover available to **you**.

Breach of professional duty exclusion

We will not cover any **claim**, **loss** or **investigation** caused by a breach of or failure to provide professional duties or services.

This exclusion will not apply to a **claim** for any actual or alleged failure to supervise the performance of any professional services.

Deliberate or dishonest acts exclusion

We will not cover any **claim**, **loss** or **investigation** caused by

- 1 a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation carried out by any **insured person**
- 2 an act by any **insured person** intended to obtain or which does obtain a personal profit or advantage which was not legally theirs
- 3 an act intended to obtain or which does obtain a profit for any company other than **you** where an **insured person** is a director, officer or employee of that company.

This exclusion will apply with full retrospective effect following a final ruling by a court or an admission by **you** or an **insured person** that such an act or omission did occur.

Defined benefit pension schemes exclusion

We will not cover any **claim**, **loss** or **investigation** caused by

- 1 **you** or an **insured person's** operation or administration of or participation in any defined benefit pension scheme with assets in excess of £5,000,000 as recorded in **your** latest annual report and accounts.
- 2 **your** or an **insured person's** breach of any legislation or regulation relating to any defined benefit pension scheme with assets in excess of £5,000,000 as recorded in **your** latest annual report and accounts.

The above will not apply to any defined benefit scheme of **yours** with assets of less than £5,000,000 as declared in **your** latest annual report and accounts.

Excess exclusion

We will not pay the **excess** shown in **your** schedule.

The **excess** will only be payable at the conclusion of any **claim** and/or **investigation**.

The **excess** will not be payable where a **claim** or **investigation** is successfully defended or withdrawn and **you** incur no liability to the claimant, any co-defendant or regulator.

Prior claims, investigations and circumstances exclusion

We will not cover any **claim**, **investigation** or **loss** of which **you** were aware or ought reasonably to have been aware prior to the **period of insurance**.

This exclusion does not replace or otherwise amend any of **our** rights under the **Fair presentation of risk condition** within the **Policy conditions**.

Prior litigation exclusion

We will not cover any **claim**, **loss** or **investigation** caused by any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving an **insured person**, **you** or an **outside company** started before the date of **your** first purchase of Directors' and officers' liability insurance.

Related party claims in the United States of America exclusion

We will not cover any **claim**, **loss** or **investigation** caused by any **claim** brought by **you**, an **outside company** or an **insured person** within or subject to the laws of the United States of America.

This exclusion will not apply to

- 1 **defence costs**
- 2 any shareholder derivative proceedings in **your** name without **your** or any **insured person's** solicitation, assistance or participation
- 3 any **claim** brought by **your** liquidator, receiver or administrative receiver or similar body
- 4 any **employment practices claim**
- 5 any **claim** made by a previously **insured person** of **yours**
- 6 any **claim** seeking a contribution or indemnity if that **claim** would be covered by this section if made against an **insured person**.

Share offerings exclusion

We will not cover any **loss** or **investigation** caused by any **claim** for a **wrongful act** relating to any actual public offering of **your** share capital unless

- 1 **we** have given **our** prior written agreement, and
- 2 **you** have paid any additional premium and accepted any amendments **we** may need to make to the terms and conditions of **your policy**.

Specific United States of America legislation exclusion

We will not cover any **claim**, **loss** or **investigation** caused by the following legislation in the United States of America

- 1 any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it
- 2 any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both Acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction caused by, involving or relating to the sale of securities
- 3 any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.

Takeovers and mergers exclusion

We will not cover any **loss** or **investigation** caused by any **claim** for a **wrongful act** after **you**

- 1 merge with another company, or
- 2 any party acquires more than 50% of **your** issued share capital.

Section conditions

These conditions of cover only apply to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will not be covered and **we** will not pay **your** claim if **you** are unable to prove that the non-compliance with these conditions could not have increased the risk of the loss which

actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

These conditions of **your** wording all apply equally to each **insured person** and to **you** other than the **Fair presentation of risk condition** and the **Severability condition**.

Claims conditions

You and/or any **insured person** must reimburse **us** for any costs or expenses paid by **us** in respect of **claim** or **investigation** where it is later determined that there is no cover under **your policy**.

If a **claim** is made which is not completely covered by any section of **your policy**, **we** will do **our** best to agree with **you** or any **insured person** a fair allocation between losses that are covered and losses that are not covered by **your policy**.

Claims notification condition

- 1 **You** must give notice to **rradar** using the contact details set out within the **Making a claim section** as soon as reasonably possible (and not later than 30 days after the **period of insurance** expires) of any
 - a **claim** or any **investigation** first made against **you**
 - b any **loss** for which there is cover under **your policy** first discovered by **you** during the **period of insurance**.
- 2 A **claim** or an **investigation** will be first made against **you** and a financial loss will be deemed to be first discovered by **you** when any director, officer or senior manager of **yours** first becomes aware or reasonably should have been aware of the **claim**, **investigation** or financial loss.
- 3 **You** must give **us** as soon as possible all the information and documents **we** reasonably require relating to any **claim**, **investigation** or financial loss **you** notify under **your policy**.
- 4 **You** must unless otherwise agreed by **us** in writing notify the police of any fraudulent or criminal activity upon **your** discovery of such activity.

We will not pay for a **claim, investigation** or financial loss where **you** have not complied with this condition.

Claims procedures condition

- 1 **You** must take, or allow others to take, all practical steps to minimise any **claim, investigation** or financial loss for which **you** seek cover under **your policy**.
- 2 At **your** expense **you** must continue to provide **us** with
 - a full details in writing and any further information **we** may reasonably request
 - b any assistance to enable **us** to settle or defend a **claim** or an **investigation**
 - c details of any other insurance cover available to **you** in relation to any **claim, investigation** or financial loss for which **you** seek cover under **your policy**.
- 3 **rradar** will be appointed to represent **you**. **You** must not appoint other legal representation without **our** prior written approval. Any costs incurred without **our** prior written approval will not be paid. Where **we** agree to legal representation other than **rradar**, **we** will reimburse **your** legal costs at no greater than the following hourly rates

Solicitors with 10 years or more post qualification experience	£210
Solicitors with 5 to 10 years post qualification experience	£175
Solicitors with 0 to 4 years post qualification experience	£140
Trainee/Paralegals/Subject matter experts	£115

Where a **claim** is made or an **investigation** commences against **you** and/or more than one **insured person**, unless there is a conflict of interest, the same legal representatives should be used. If it is not possible to obtain **our** consent before incurring any **defence costs**, **we** will agree to pay the costs **you** incur at the hourly rates set out in this part 3 above, provided **our** agreement is subsequently requested within 14 days.

- 4 **You** must not accept, negotiate, pay, settle, admit or reject any claim or any investigation without **our** prior written consent.
- 5 **We** have the right to fully participate in the defence of any **claim** or any **investigation** against **you**. **We** will also have the right to defend any **claim** made against **you**.

We will not pay for a **claim, investigation** or financial loss where **you** have not complied with this condition.

The **Policy conditions** at the start of **your policy** and the **Section conditions** within this section apply equally to each **insured person** and to **you** other than the following conditions

Material misrepresentation condition

The **Fair presentation of risk condition** within the **Policy conditions** will only apply under this section to an **insured person** who had knowledge of a misstatement or omission before the **period of insurance** that could affect the terms and/or conditions of **your policy**.

Notification of potential claims condition

You must give notice in writing to **rradar** using the contact details within the **Making a claim** section as soon as possible during the **period of insurance** of any **circumstance**. **You** must provide reasons why **you** consider it is a **circumstance**, including full details of the relevant facts, people and dates involved.

Where **we** accept in writing that **you** have made a valid notification of a **circumstance** any subsequent **claim** or **investigation** arising from the **circumstance** will be deemed to have been made in the **period of insurance** in which the **circumstance** was first notified.

Severability condition

All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person**.

The knowledge of or any statement made by any **insured person** will not be applied to any other **insured person** for the purposes of deciding whether cover is available for any **claim** or **investigation**.

Contents – all risks section

Contents of this section

Meanings of defined terms	47
What is covered	49
Extensions of cover	49
What is not covered	50
Section conditions	52

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** section at the start of **your policy**.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- 1 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, and
- 2 the method of transmission, whether direct or indirect, 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, and
- 3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems**.

Cyber incident

- 1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**
- 2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage

Physical loss or destruction or damage.

Data

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

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**.

Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Excess

First amount of any **claim** or **claims**, for which **you** are responsible.

Flood

Damage caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2 inundation from the sea
- 3 inundation by rainwater or rainwater-induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building whether resulting from **storm** or not.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

Premises

The premises shown in **your** schedule occupied by **you** for the purpose of **your business**.

Property insured

Office and business equipment, including portable electronic equipment, belonging to, or borrowed or leased by **you**, or **your** partners, principals, directors or employees, used in connection with the **business**, referred to in **your** schedule as 'Contents – all risks'.

Storm

Storm excluding damage by **flood**.

Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

We will cover **you** for **damage** to **property insured** occurring during the **period of insurance** whilst anywhere within the **policy territories**.

We will pay **you** for the value of the **property insured** at the time of its **damage**, or the amount of the **damage**, or at **our** option reinstate or replace the property or any part of it in accordance with the following **Basis of claims settlement**.

Basis of claims settlement

- 1 Claims for the total loss or destruction of **property insured** will be settled on the basis of replacement of property similar to but no better or more extensive than the **property insured** when new.

- 2 Claims for partial **damage** to **property insured** will be settled on the basis of restoration to a condition no better or more extensive than the condition of the **property insured** when new.

We will not pay more than the sum insured shown in **your** schedule for **property insured**.

Financial interest cover

The financial interest of anyone with whom **you** have entered into a loan, lease or hire purchase agreement for any item or part of the **property insured** is automatically noted and in the event of a claim **we** should be given details of the financial interest.

Extensions of cover

Munitions of war cover

The **War risk exclusion** will not apply to **damage** to **property insured** arising from or occasioned by the detonation of munitions of war in the United Kingdom in or within one mile of

- 1 the location where **you** are working
- 2 premises used in connection with the **business**

provided that the presence of such munitions results from World War II and does not result from a state of war current at the time of **damage**.

Reinstatement of sum insured after loss cover

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless **we** or **you** give written notice to the contrary.

Provided that in the event of reinstatement **you** will

- 1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
- 2 complete any additional risk improvements which **we** may reasonably require.

Subrogation waiver cover

In the event of a claim under this section **we** agree to waive any rights, remedies or relief which **we** might have become entitled to by subrogation against

- 1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
- 2 any company which is a subsidiary of a parent company of which **you** are a subsidiary.

In each case as defined by current law at the time of the **damage**.

Work overseas cover

We will cover **you** for **damage**, occurring during the **period of insurance**, to **property insured** worldwide arising out of temporary work outside of the **policy territories**.

✗ What is not covered

Aircraft and watercraft exclusion

We will not cover **you** for any loss, damage, cost or expense to any

- 1 aircraft (including unmanned aerial vehicles such as model aircraft helicopters and drones)
- 2 watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

Cleaning and restoration exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or arising from any process of cleaning, dyeing or restoring.

Confiscation or detention exclusion

We will not cover **you** for any loss, damage, cost or expense caused by official confiscation or detention.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or result from

- 1 any **cyber act** including but not limited to **hacking, phishing, denial of service attack** or the transmission of any **virus or similar mechanism**
- 2 any **cyber incident**.

This exclusion will not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for any loss, damage cost or expense directly or indirectly caused by, contributed to by, or arising from the failure of equipment (including **computer systems**) to correctly recognise any given date, or to process data, or to operate properly, due to failure to recognise any given date. But **we** will cover subsequent **damage** resulting from a **defined peril**, providing **damage** is covered elsewhere in this section.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you** or on **your** behalf.

Disease exclusion

- 1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 This exclusion does not apply to **damage** to **property insured** under this section, where such **damage** arises from a **defined peril**.

Electrical plant or apparatus exclusion

We will not cover **you** for any loss, damage, cost or expense to any electrical plant or apparatus caused by its own overrunning, short circuiting, excessive pressure, self-heating, mechanical or electrical breakdown or derangement, or arising from adjustment, maintenance or repair.

If **damage** extends to other **property insured**, **we** will cover **you** for that **damage**.

Excess exclusion

We will not cover **you** for the amount of the **excess** shown in **your** schedule.

External conditions exclusion

We will not cover **you** for any loss, damage, cost or expense arising from or attributable to the action of light, atmosphere, moths, parasites or vermin.

Fraud and dishonesty exclusion

We will not cover **you** for any loss, damage, cost or expense which results from acts of fraud or dishonesty by **you**, **your** employees or any partner, director or member of **your** family.

This exclusion will not apply to subsequent **damage** resulting from a **defined peril** covered by this section.

Miscellaneous damage exclusion

We will not cover **you** for any loss, damage, cost or expense, caused by or consisting of mechanical or electrical breakdown, corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, **vermin** or insects.

But **we** will cover **you** for **damage** covered elsewhere in this section which results from an **insured cause** covered elsewhere in this section.

Pollution or contamination exclusion

We will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination unless the **damage** is caused by

- 1 pollution or contamination which results from a **defined peril** provided it is covered by this section
- 2 any **defined peril** provided that cause is covered by this section which itself results from pollution or contamination.

Pressure waves exclusion

We will not cover any loss, damage, cost or expense directly or indirectly caused by or arising from pressure waves caused by aircraft or other aerial devices.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any **property insured**, or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
- 5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
- 2 In Northern Ireland
 - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
 - c riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion)

strikers, locked-out workers or people taking part in labour disturbances or malicious people.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Theft exclusion

We will not cover **you** for any theft or attempted theft

- 1 not involving entry to, or exit from the **premises** or part of the **premises** occupied by **you** by forcible and violent means
- 2 unless as a result of assault or violence or threat of violence to **you** or **your** partners, directors or employees, or any member of **your** family or any other person lawfully at the **premises**.

Unexplained losses

We will not cover **you** for unexplained disappearance, unexplained or inventory shortage.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Wear, tear and deterioration exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, corrosion, rust, wet or dry rot, contamination, marring, scratching, vermin, insects, change in water table level or its own faulty or defective design or materials, but this

does not exclude subsequent **damage** which itself results from a **defined peril** covered by this section.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Average condition

If at the time of **damage** the sum insured is less than the value of the **property insured**, the amount **we** pay will be reduced proportionately.

Reinstatement condition

If any **property insured** by this section is to be reinstated or replaced by **us**, then **you** should at **your** own expense provide all such plans, documents, books and information that may be required.

We will not be required to reinstate the property exactly but only as circumstances permit and in a reasonable manner.

We will not pay more than the sum insured for any one item insured.

Unattended vehicles condition

We will not cover **you** for theft or attempted theft from any unattended vehicle unless

- 1** the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened
- 2** the vehicle is in a locked garage or a walled or fenced compound that is either securely locked or has a watchman in constant attendance between the hours of 9pm and 6am
- 3** any computers and computer equipment is concealed from view in a locked glove box or locked boot or covered hatchback area.

It will be up to **you** to prove that any theft or attempted theft occurred before 9pm and after 6am.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Making a complaint

Making a complaint

We aim to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with.

If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim using the contact details available in **your** claim documentation.

If **your** complaint relates to anything else, please contact **your** insurance broker or AXA office where **your** policy was purchased.

Alternatively, **you** can write to **us** at

AXA Insurance complaints:



AXA Insurance
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD



Email: commercialcomplaints.ins@axa-insurance.co.uk

When **you** make contact, please tell **us** the following information

- Name, address and postcode, telephone number and email address (if **you** have one).
- **Your** policy and/or claim number and the type of policy **you** hold.
- The name of **your** insurance broker (if applicable).

- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Our promise to you

We will

- acknowledge written complaints promptly.
- investigate **your** complaint quickly and thoroughly.
- keep **you** informed of progress of **your** complaint.
- do everything possible to resolve **your** complaint.
- provide a response within eight weeks of receiving **your** complaint, informing **you** of the results of **our** investigations or explain why this isn't possible.
- learn from **our** mistakes.
- use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored and recorded.

Beyond AXA

If **we** haven't resolved **your** complaint within eight weeks, or **you** are unhappy with **our** final response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

You have six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service.

This does not affect **your** right to take legal action.

The Financial Ombudsman Service	
	Financial Ombudsman Service Exchange Tower London E14 9SR
	Telephone: 0800 023 4567* or 0300 123 9123**
	Email: complaint.info@ financial-ombudsman.org.uk Website: www.financial- ombudsman.org.uk

Financial Services Compensation Scheme

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation in the unlikely event they cannot meet their obligations to **you**.

This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme (www.fscs.org.uk).

* free for people phoning from a 'fixed line' (for example, a landline at home)

** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

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